



NASPO
ValuePoint
formerly WSCA-NASPO

2014-2019
MN NASPO ValuePoint COMPUTER EQUIPMENT

**(Desktops, Laptops, Tablets, Servers, and Storage
including Related Peripherals & Services)**

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")
And
State of Alaska
(hereinafter "Participating State/Entity")
Participating State Contract Number 2015PC0017

1. **Scope:** This addendum covers the Computer Equipment/Services contract led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Order of Precedence:**

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the

Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

Required Reports:

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30
 Second Quarter: October 1 through December 31
 Third Quarter: January 1 through March 31
 Fourth Quarter: April 1 through June 30

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Melissa Autrey-Freeman
Address	1009 Think Place, Morrisville, NC 27560
Telephone	919-294-0609
Fax	919-257-4989
E-mail	mautrey@lenovo.com

Participating Entity

Name	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-5678
Fax	907 465-2189
E-mail	victor.leamer@alaska.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are: (List partners here or

Put "N/A" if no partners are being offered)

- A. **NASPO ValuePoint Resellers** are partners authorized by Lenovo and approved by the State to assist end users in locating products and services at prices and terms established by Lenovo and the State through the NASPO ValuePoint Master Agreement. These partners are allowed to directly accept purchase orders and payment for NASPO ValuePoint approved products and services from end users. Partner manage the product and services order process from order receipt and delivery to payment.
- B. **NASPO ValuePoint Agents** are partners authorized by Lenovo and approved by the State to assist end users in locating products/services. These partners refer end users to Lenovo to place orders for NASPO ValuePoint approved products and services. NASPO ValuePoint Agents are not NASPO ValuePoint Resellers and cannot accept orders from end users nor accept payment. All purchase orders are made out to Lenovo with the NASPO ValuePoint contract referenced on the purchase order.

All NASPO ValuePoint Agents and NASPO ValuePoint Resellers will be listed on the state's individual NASPO ValuePoint page on this website www.lenovo.com/wsca.

"NASPO ValuePoint Agents" orders are to be issued directly to:

Lenovo (United States) Inc.
1009 ThinkPlace, B1, Floor 3
Morrisville, NC 27560
Fax: (919) 257-4988

"NASPO ValuePoint Agents" payments are to be issued to:

Lenovo (United States), Inc.
PO Box 643055
Pittsburg, PA 15264-3068

- OR -

"NASPO ValuePoint Resellers" orders and payments are issued to the approved "NASPO ValuePoint Resellers"

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and the Master Price Agreement Number: MNWNC-117.

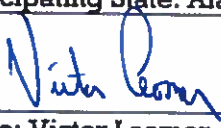

7. Leasing. Equipment leasing will be provided through Lenovo Financial Services. State Agencies, political subdivisions and other entities authorized by the State may enter into separate master lease agreement under this Participating Addendum. The form of the master lease is attached as **Exhibit A**. Notwithstanding anything to the contrary in this Participating Addendum, or in the Contract, the terms and conditions of the Master Lease Agreement shall supersede and control with respect to the lease of equipment more fully

identified on schedules to the Master Lease Agreement. Should a Participating Entity desire to utilize a purchase order to lease equipment ordered hereunder such purchase order shall explicitly incorporate the terms and conditions of the Master Lease Agreement which terms and conditions shall control over any conflicting terms to the contrary contained within the purchase order and the Participating Entity agrees that such purchase order shall be considered a schedule under the Master Lease Agreement.

8. **Terms.** The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Alaska	Contractor: Lenovo (United States), Inc.
By: 	By: 
Name: Victor Leamer	Name: John Smith
Title: Contracting Officer	Title: Inside Sales Manager, SLG
Date: 6/26/15	Date: 6/24/15

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

