

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14261 OC

PAGE 1 of 2	ORDER DATE 06/17/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1376838	
VENDOR ADDRESS: LENOVO UNITED STATES INC 1009 THINK PL MORRISVILLE NC 27560-9002	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2021 THROUGH JULY 31, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Contract MNWNC-117

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Lenovo, Inc. NASPO ValuePoint website: <https://techtoday.lenovo.com/us/en/naspo>

The Lenovo, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14261 OC and the Lenovo, Inc. NASPO ValuePoint Master Agreement Number MNWNC-117.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:

Joy Fischer 6/29/2021

DocuSigned by:

Amara Block BUYER 6/30/2021

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MATERIEL ADMINISTRATOR

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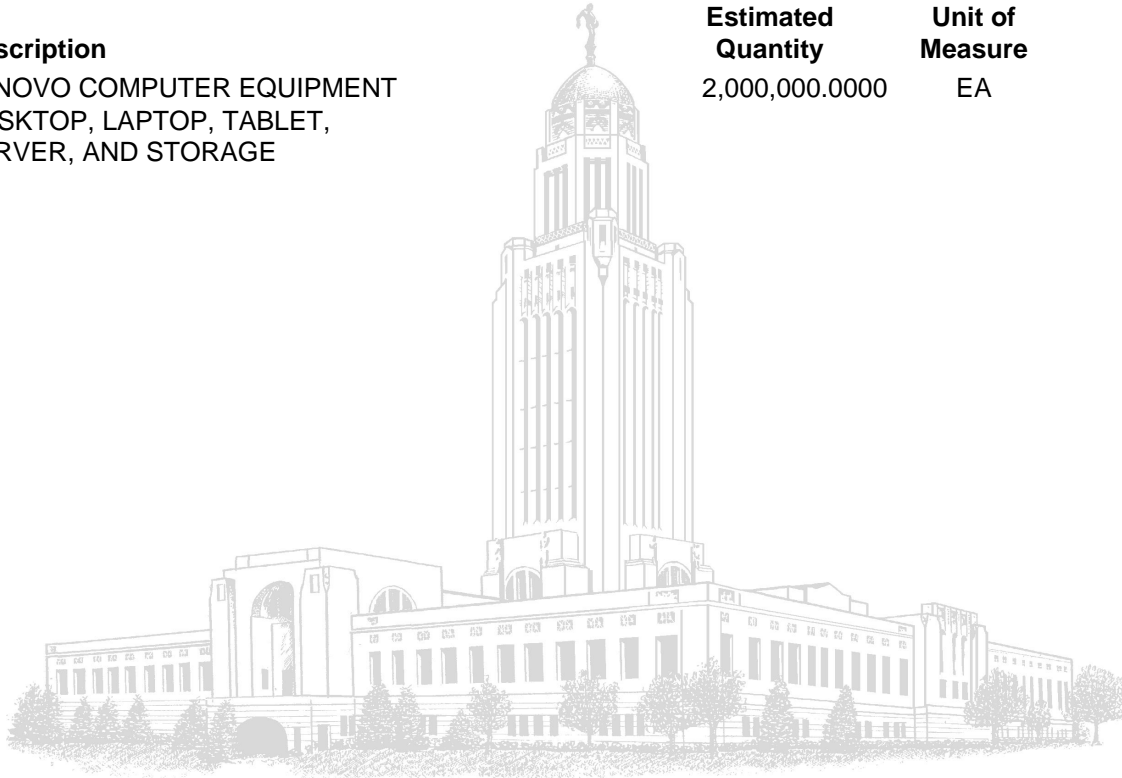
PAGE 2 of 2		ORDER DATE 06/17/21	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1376838			

(For the File: The NASPO ValuePoint/Lenovo, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Lenovo, Inc. Participating Addendum became effective on November 18, 2015.)

Vendor Contact: Melissa-Autrey-Freeman
 Phone: 919-294-0609
 Email: maurey@lenovo.com

PARTICIPATING ADDENDUM AMENDMENT THREE (3) AS ATTACHED. 6/17/21 sc

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	LENOVO COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER, AND STORAGE	2,000,000.0000	EA	1.0000



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JF

BUYER INITIALS

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

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14261 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Lenovo, Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-117 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14261 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

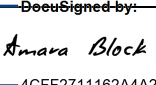
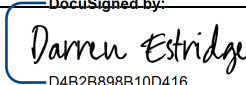
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

CHANGES: The purpose of this Amendment Three is as follows:

- a. Contract Period: Extended from August 1, 2021 through July 31, 2022.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Lenovo, Inc.
By:  <small>DocuSigned by: 4CFE2711162A4A2...</small>	By:  <small>DocuSigned by: D4B2B898B10D416...</small>
Name: Amara Block	Name: Darren Estridge
Title: Acting Materiel Administrator	Title: Executive Director Public Sales
Date: 6/30/2021	Date: 6/17/2021



STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 6, 2021

Darren Estridge
Lenovo (United States) Inc.
1009 Think Place
Morrisville, NC 27560

Dear Mr. Estridge:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-117 you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Melissa Autrey Freeman

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-117

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Lenovo (United States), Inc., 1009 Think Place, Morrisville, NC 27560 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-117, April 15, 2015, through July 31, 2021 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-117 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Lenovo (United States), Inc. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u><i>Darren Estridge</i></u> <small>Signature</small> <small>65CD31AACAC45D...</small> <u>Darren Estridge</u> <small>Printed Name</small></p> <p>Title: <u>Executive Director Gov Sales</u></p> <p>Date: <u>5/6/2021</u></p> <p>By: _____ <small>Signature</small></p> <p>_____ <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u><i>Elizabeth Randa</i></u> <small>Signature</small> <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/6/2021</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u><i>Andy Doran</i></u> <small>Signature</small> <small>68D02A26D7604BA...</small></p> <p>Date: <u>5/6/2021</u></p>
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