

MA 18P 15091600000000000046
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/06/15

Expiration Date: 07/31/22

Master Agreement Description: NASPO PC Contract Agreement - Lenovo

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

Joan Bolduc	207-624-9904	ext.	JOAN.BOLDUC@MAINE.GOV
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Requestor Information

Thomas Howker	207-624-8878	ext.	Thomas.n.howker@maine.gov
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Agreement Reporting Categories

Reason For Modification: Extension until 7/31/2022.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000006967

Vendor Name

Lenovo United States, Inc.

Alias/DBA

Lenovo

Vendor Address Information

1009 Think PI Dr

Morrisville, NC 27560

US

Vendor Contact Information

Megan Corkell
919-874-3339 ext.
mcorkell1@lenovo.com

Commodity Information

Vendor Line #: 1
Vendor Name: Lenovo United States, Inc.
Commodity Line #: 1
Commodity Code: 20600
Commodity Description: NASPO: Lenovo Computer Equipment, Peripherals and Related Se
Commodity Specifications: All shipping and handling charges are to be included in total price.
Commodity Extended Description: All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number (MA 18P 15091600000000000046) and the Master Price Agreement Number (MNWNC-117).

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/06/15	07/31/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

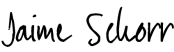
Commodity Terms and Conditions

Vendor Line #: 1
Commodity Line #: 1
T&C #: 165
T&C Name: Payment Terms
T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 5/10/2021
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
 5/10/2021
47FC4B000F054B2...

Signature Date

Darren Estridge Executive Director Government

Print Representative Name and Title

PARTICIPATING ADDENDUM
WSCA-NASPO 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.
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STD 204

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: "Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services)" 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 WSCA-NASPO 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 WSCA-NASPO Master Agreement

2. Minnesota WSCA-NASPO 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

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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:
(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

No leasing is authorized under this addendum.

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with

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which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS**

a. **INDEMNIFICATION.** The Contractor shall indemnify, protect, save and hold harmless the State of Maine, its representatives and employees, from any and all claims or causes of action, and shall pay all legal fees incurred by the State of Maine arising from the performance of the Master Agreement by the Contractor or its agents, employees, or subcontractors resulting in bodily injury (including death) damage to real or tangible personal property. This clause shall not be construed to bar any legal remedies the Contractor may have with the State of Maine's failure to fulfill its obligations pursuant to the Master Agreement or this Participating Addendum. If the State of Maine laws require approval of a third party to defend the State, the State agrees to seek such approval and if approval is not received, Contractor is not required to defend the State in that action.

b. **INTELLECTUAL PROPERTY PROTECTION.** If any third party claims that a Contractor branded product provided by Contractor to the State of Maine under this Agreement infringes that party's patent or copyright, Contractor shall defend the State of Maine against that claim at its expense, and shall pay all costs, damages, and attorney's fees that a court finally awards, provided that the State (a) promptly notifies the Contractor of the claim in writing; and (b) allows the Contractor to control,

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and cooperates with the Contractor in the defense and any related settlement negotiations. The foregoing shall be the Contractor's entire obligation to the State of Maine regarding any claim of infringement.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the State the right to continue using the materials or products, modify such materials or products, or replace them with materials or products that are at least functionally equivalent. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contractor, upon written request of the Contractor and at the Contractor's expense, and Contractor shall provide a credit to the State equal to the net book value of the product or materials. Contractor shall have no obligation regarding any claim based upon: (i) anything the State provides which is incorporated into, or combined with a product; (ii) the State's unauthorized modification of a product or a third party's modification of the product on the State's behalf; (iii) the combination, operation, or use of a product with any products not provided by Contractor as a system, or the combination, operation, or use of a product with any product, data, apparatus or business method that Contractor did not provide; (iv) Contractor's compliance with the State's specifications or requirements; or (v) infringement by a third party product alone, as opposed to its combination with a Contractor branded product.

c. LIMITATION OF LIABILITY. NEGOTIATED.

1. Neither party shall be liable to the other party for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third party claims for damages (other than such third party claims specifically identified in Section iii(c)(3), below) ; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and

2. The maximum cumulative liability of either party to the other party for all actions arising out of or related to this Participating Addendum, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by the State of Maine to Contractor for all orders issued under this Participating Addendum.

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3. The limitations set forth in section iii(c)(1) and iii(c)(2), above, shall not apply to the following: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property; (iii) damages for breach of this Agreement as a result of the unauthorized disclosure by Contractor of the State's confidential information as determined by the State's governing law (other than damages arising from or relating to information or data on a hard drive or solid state drive); and (iv) Contractor's indemnification obligations in Section iii(a), above.

- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

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 B1 3A5, Morrisville, NC 27560
Telephone	919-294-0609
Fax	
E-mail	mautrey@lenovo.com

Participating Entity

Name	Justin Franzose
Address	111 Sewall Street, Augusta, ME 04333
Telephone	207-624-7337
Fax	207-287-6578
E-mail	Justin.franzose@maine.gov

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6. Partner Utilization: Each state represented by WSCA-NASPO 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: No Partners Allowed

Lenovo will use "WSCA Agent" program to assist with marketing of Lenovo products to the WSCA/NASPO end users and may utilize "WSCA Reseller" program to order and fulfill product based on an individual state's request in their Participating Addendum. "WSCA Agents" and "WSCA Resellers" must be approved by the State.

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

"WSCA Agent" orders are to be issued directly to:

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

"WSCA Agent" payments are to be issued to:

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

- OR -

"WSCA Reseller" orders and payments are issued to the approved "WSCA Reseller"

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and the Master Price

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Agreement Number: MNWNC-117.

7. **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.

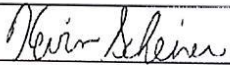
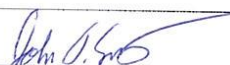
8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree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

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

Participating State:	Contractor: Lenovo (United States), Inc.
By: 	By: 
Name: Kevin Scheirer	Name: John Smith
Title: Operations Director	Title: S/G Inside Manager
Date: 9/16/2015	Date: 10/6/15

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

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]

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

The following information should refer to the State of Maine's anticipated Participating Addendum:

Contract Administrator:	Justin Franzose	Office/Division/Program:	Division of Purchases
Agreement Amount: \$	TBD – Master Agreement	CT or MA Number:	MA 18P 15091600000000000046
Contract Start Date:	10/6/2015	Contract End Date:	03/31/2017
Vendor's Business Name:	Lenovo United States, Inc.	State of Maine VC Number for Vendor:	VS0000006967
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	Michael Kolodziej 1009 Think Pl Dr Morrisville, NC 27560 mkolodziej@lenovo.com 9198046835		
Type of Service/Commodity or Project Name:	Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services)		

The following information should refer to the pre-existing contract held by another state or entity:

Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	NASPO ValuePoint	Entity Contact Name, Email Address, and Phone Number:	State of Minnesota Materials Management Division 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155 betsy.hayes@state.mn.us 651-296-2600
Original RFP Name and Number:	Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services)	Pre-existing Contract Name and Number (resulting from RFP):	Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services); Contract No. MNWNC-117
Contract Start Date:	10/06/2015	Contract End Date:	03/31/2017

1. What is the departmental need for this service or commodity?

Current NASPO ValuePoint contract for this commodity has expired. This participating addendum is for a Continuation of the NASPO ValuePoint contract for Computer Equipment: (Desktops, Laptops, Tablets, Servers & Storage including Related Peripherals & Services).

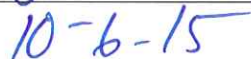
2. How was the pre-existing contract identified?

A NASPO contract was already in place. This PA was identified, because it is a continuation of that contract.

Division of Purchases' Participating Addendum Authorization Form

3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?

There were not multiple pre-existing Lenovo contracts for these Lenovo commodities. This is the only Lenovo PA and represents the best value for purchasing these commodities.

Signature:**Date:**

AMENDMENT NO. 2 TO CONTRACT 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 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-117, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, and Tablets, including Related Peripherals and 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 Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. MNWNC-117 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, 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.

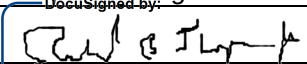
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

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. By: <u>[Signature]</u> Signature: <u>Darren Estridge</u> Printed Name: <u>Darren Estridge</u> Title: <u>Executive Director, Lenovo Government</u> Date: <u>11.13.19</u> By: _____ Signature: _____ Printed Name: _____ Title: _____ Date: _____	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>11/14/2019</u> 3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: <u>[Signature]</u> Date: <u>11/14/2019</u>
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Division of Procurement Services

Participating Addendum - Authorization Form

INSTRUCTIONS: This form must accompany contracts being proposed for approval that are the result of competitive awards which included the State of Maine as a participating entity.

Cooperative Procurement Information			
Name of organization that facilitated the public procurement solicitation:		NASPO Valuepoint	
Contact Name:	Andy Doran	Lead State:	Minnesota
Phone Number:	651-201-2459	Solicitation Number:	2014-0122
Email Address:	Andy.doran@state.mn.us		
Information for the State of Maine's Anticipated Participating Addendum			
Contract Administrator:	J. Franzose	Agreement Amount:	\$ 0.00
Office/Division/Program:	DAFS/Procurement Svcs	Contract Start Date:	10-6-2015
Vendor Business Name:	Lenovo Global 190214-099 Lenovo US 150916-046 Dell Marketing 150922-058 HP Inc. 1511190-078 HP Enterprise 170713-002	Contract End Date:	7-31-2021
Type of Service/Commodity:	Computer Equipment/Hardware, Servers/Storage		
1. Describe the service or commodity requested:			
COMPUTER EQUIPMENT: (DESKTOPS, LAPTOPS, TABLETS, SERVERS, STORAGE, RUGGEDIZED DEVICES INCLUDING RELATED PERIPHERALS & SERVICES). NASPO has extended contract dates from 3-31-2020 to 7-31-2021 to complete the RFP and contract process. Procurement Services is extending the participating addenda end-date to 7-31-2021 while the State of Maine participates in NASPO and Massachusetts RFPs in 2020.			
2. Was Maine listed as a participating state in the original procurement Request for Proposals (RFP)?			
☒ Yes ☐ No (see page 6 of NASPO RFP for participating states)			
3. Per Chapter 110, cost of the contract must be included in the evaluation criteria and must receive a minimum of 25% of the total weight of all criteria. Was this criteria satisfied?			
☒ Yes ☐ No (50%, 500 out of 1,000 points per page 77 of NASPO RFP)			
4. Per Chapter 110, RFPs must be advertised for a minimum of three consecutive days in the <i>Kennebec Journal</i> of Augusta. Was this criteria satisfied?			
☐ Yes, provide advertising dates: ☒ No			
Approvals			
Signature of requesting Department's Commissioner (or designee):		By signing below, I signify that my Department requests, and I approve of this Cooperative Agreement. DocuSigned by: 	
Printed Name:	Richard B. Thompson	Date:	2/24/2020

Division of Procurement Services
Participating Addendum - Authorization Form

Signature of Chief Procurement Officer (CPO):	DocuSigned by: 		
	Printed Name:	Jaime C. Schorr	Date: 2/24/2020

Frederick Brittain

2/24/2020

DocuSigned by:

052B9AC7F56A489...



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.

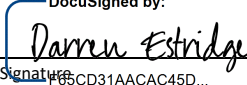
This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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.

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.

By: 
DocuSigned by: 742DE739C8ED492...
 Darren Estridge
Printed Name

Title: Executive Director Gov Sales

Date: 5/6/2021

By: _____
Signature

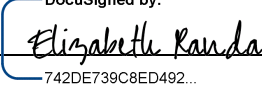
Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

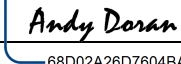
By: 
DocuSigned by: 742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/6/2021

3. Commissioner of Administration

Or delegated representative.

By: 
DocuSigned by: 68D02A26D7604BA...

Date: 5/6/2021