

MA 18P 1512140000000000095  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 12/14/15

**Expiration Date:** 07/31/23

**Master Agreement Description:** Computer Equipment, Peripherals and Service from HP/Len/GovC

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 7/31/2023.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000011330

**Vendor Name**

GovConnection Inc

**Alias/DBA**

**Vendor Address Information**

2275 Research Blvd, Suite 360

Rockville, MD 20855

US

**Vendor Contact Information**

Meaghan Landrigan  
800-800-0019 ext. 33242  
meaghan.landrigan@connection.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** GovConnection Inc

**Commodity Line #:** 1

**Commodity Code:** 20600

**Commodity Description:** NASPO: Lenovo Computer Equipment, Peripherals and Related Se

**Commodity Specifications:** This commodity line authorizes GovConnection as a fulfillment subcontractor for HP and Lenovo products. This agreement is subject to the following two NASPO Master Agreements:  
- HP Inc.: NASPO VP Master Agreement No: MNWNC-115  
- Lenovo: NASPO VP Master Agreement No: MNWNC-117  
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 15121400000000000095) and the Master Price Agreement Number (MNWNC-115 for HP Inc. products or MNWNC-117 for Lenovo products).

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	12/14/15	07/31/23
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** GovConnection Inc

**Commodity Line #:** 2





**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.  
(hereinafter "Contractor")  
And  
State of Maine  
(hereinafter "Participating State/Entity")  
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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](http://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: <i>Kevin Scheirer</i>	By: <i>John D. Smith</i>
Name: Kevin Scheirer	Name: <i>John Smith</i>
Title: Operations Director	Title: <i>SLG Inside Manager</i>
Date: 9/16/2015	Date: <i>10/6/15</i>

[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	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

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



**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><b>1. Lenovo (United States), Inc.</b> 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>85CD31AACAC45D...</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><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u><i>Elizabeth Randa</i></u> <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/6/2021</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u><i>Andy Doran</i></u> <small>68D02A26D7604BA...</small></p> <p>Date: <u>5/6/2021</u></p>
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**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 16, 2022

Melissa Autrey-Freeman  
Lenovo (United States), Inc.  
1009 Think Place  
Morrisville, NC 27560

Dear Ms. Autrey-Freeman:

The following documents is enclosed for you to complete and return:

- Amendment No. 04 to NASPO Master Agreement No. MNWNC-117.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 31, 2022**.

- A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Erin McCormack at [Erin.McCormack@state.mn.us](mailto:Erin.McCormack@state.mn.us). No contract document will be executed with your company until the COI has been received and approved.

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)

**AMENDMENT NO. 04 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, 2022 (“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 February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, 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><b>1. Lenovo (United States), Inc</b> 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>Darren Estridge</u> Signature: F65CD31AACAC45D... Darren Estridge</p> <p>Printed Name Title: <u>Executive Director Gov Sales</u></p> <p>Date: <u>5/24/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/24/2022</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>5/25/2022</u></p>
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**AMENDMENT NO. 5 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 1, 2015, through February 28, 2023 (“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.

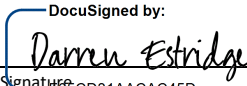
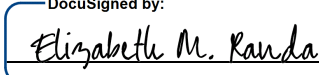
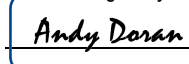
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-117 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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><b>1. Lenovo (United States), Inc</b>          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: _____  <small>Signature</small>  <small>665CD31AACAC45D...</small></p> <p><u>        Darren Estridge        </u>  <small>Printed Name</small></p> <p>Title: <u>        Executive Director Gov Sales        </u></p> <p>Date: <u>        1/3/2023        </u></p> <p>By: _____  <small>Signature</small></p> <p>_____  <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b>          In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by:            By: _____  <small>Signature</small>  <small>742DE739C8ED492...</small></p> <p>Title: <u>        Acquisition Management Specialist        </u></p> <p>Date: <u>        1/3/2023        </u></p> <p><b>3. Commissioner of Administration</b>          Or delegated representative.</p> <p>DocuSigned by:            By: _____  <small>Signature</small>  <small>68D02A26D7604BA...</small></p> <p>Date: <u>        1/3/2023        </u></p>
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**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNNVP-133 and MNWNC-115  
Hewlett-Packard Company  
(hereinafter "Contractor")  
And  
The State of Maine  
(hereinafter "Participating State/Entity")

MA 18P 15061900000000000254

1. **Scope:** This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, 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 Participating 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 Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 1 – Desktop; Band 2 – Laptop; and, Band 3 - Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum only increasing Peripherals threshold to \$30,000.

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 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

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/Entity Modifications or Additions to Master Agreement:

**CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of Maine, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.**

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

Contractor

Name	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847-537-0344 (Cell 847-922-2977)
Fax	847-572-1336
E-mail	<a href="mailto:debra.lee@hp.com">debra.lee@hp.com</a>

Participating Entity

Name	Justin Franzose
Address	State of Maine Division of Purchases 9 State House Station Augusta, ME 04333-0009
Telephone	Ph: 207-624-7337
Fax	FX: 207-287-6578
E-mail	<a href="mailto:Justin.Franzose@maine.gov">Justin.Franzose@maine.gov</a>

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

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to

authorized Purchasing Entities to select from under this Participating Addendum.

**A. Reseller Agent Program:**

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provide pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HP Participating State/Entity landing page at [www.hp.com/buy/maine](http://www.hp.com/buy/maine)

Orders and payment are issued by the Purchasing Entity direct to HP under the Reseller Agent Program. The Reseller Agent HP Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HP Order information, including the HP remittance address, is available in the Information Center located at the HP website [www.hp.com/buy/maine](http://www.hp.com/buy/maine).

**B. Fulfillment Subcontractor Program:**

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HP Participating State/Entity landing page at [www.hp.com/buy/NASPOVP-PC4](http://www.hp.com/buy/NASPOVP-PC4).

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

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.

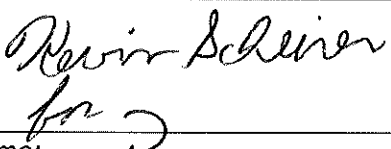
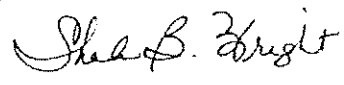
9. Separation: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State/Entity approves the assignment of this Participating Addendum to Hewlett Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation. HP Separation means any transaction or restructure associated with the proposed separation of Hewlett-Packard Company into two

publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

This Participating Addendum is based on Master Agreement No. MNWNC -115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-133.

10. Participating Addendum: To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under the WSCA Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating Addendum below.

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

Participating State: State of Maine	Contractor: Hewlett-Packard Company
By: 	By: 
Name: Mark W. Lutte	Name: Sheila Wright
Title: Director, Division of Purchases	Title: Contracts Negotiator
Date: 7/24/15	Date: 7/22/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

**[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**



**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 5, 2021

Deborah Kaiser  
HP Inc.  
1501 Page Mill Road  
Palo Alto, CA 94304

Dear Ms. Kaiser:

Please find enclosed Amendment 4 to NASPO Master Agreement No. MNNVP-133 for 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: Debra Lee  
Judith Alexander

**AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT NO. MNNVP-133**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, 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. MNNVP-133 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><b>1. HP Inc.</b> 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>Deborah Kaiser</u> Signature 4F02EB9E377544F... <u>Deborah Kaiser</u> Printed Name</p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>5/5/2021</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/5/2021</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>5/6/2021</u></p>
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**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 11, 2022

Debra Lee  
HP, Inc.  
3000 Hanover Street  
Palo Alto, CA 94304

Dear Ms. Lee:

The following documents are enclosed for you to complete and return:

- Amendment No. 5 to NASPO Master Agreement No. MNNVP-133
- Workforce Certificate Information Form

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 20, 2022**.

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: Elizabeth Leach



**AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNNVP-133**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 15, 2015, through July 31, 2022 (“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. MNNVP-133 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, 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. HP, 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.

DocuSigned by:  
  
B79016A743F4400

By: \_\_\_\_\_

Signature

Judith M. Alexander

Printed Name

Senior Counsel

Title: \_\_\_\_\_

5/12/2022

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Office of State Procurement**

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

DocuSigned by:

By: Elizabeth M. Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

5/18/2022

Date: \_\_\_\_\_

**3. Commissioner of Administration**

Or delegated representative.

DocuSigned by:

By: Luke Jannett

0266C0BD8EF44DE

5/18/2022

Date: \_\_\_\_\_

**AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNNVP-133**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 1, 2015, through February 28, 2023 (“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. MNNVP-133 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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><b>1. HP, Inc.</b> 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>Judith Alexander</u> Signature ID: 8016A743F4400...</p> <p>Judith Alexander Printed Name</p> <p>Title: <u>Senior Counsel</u></p> <p>Date: <u>12/21/2022</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature ID: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1/3/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> Signature ID: 68D02A26D7604BA...</p> <p>Date: <u>1/3/2023</u></p>
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## STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

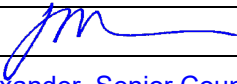
**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: HP Inc. Date May 12, 2022  
Authorized Signature:  Telephone number: 954.249.5162  
Printed Name and Title: Judith M. Alexander, Senior Counsel Email: judith.alexander@hp.com

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: 651-296-1283



June 27, 2018

HP INC  
1501 PAGE MILL ROAD  
PALO ALTO CA 94305  
ATTN: Stephanie Teasdale

RE: Workforce Certificate of Compliance

Congratulations, the Minnesota Department of Human Rights has reviewed and approved HP INC's application for a Workforce Certificate of Compliance. This Workforce Certificate allows you to execute contracts with the State of Minnesota; including state agencies, state departments, and the Metropolitan Council, that are likely to exceed \$100,000.

Please be aware that the Department will periodically require and request information from you in order to ensure HP INC's compliance with equal employment opportunity laws and its good faith efforts to implement their Affirmative Action Plan.

Pursuant to Minn. Admin. Rule 5000.3580, an Annual Compliance Report is due each year during the four-year certification period on the anniversary date of the Certificate of Compliance.

For information regarding required reports and/or forms the Department will request from you on an annual and/or monthly basis, please visit the Contract Compliance section on the Department's website at [www.mn.gov/mdhr/certificates](http://www.mn.gov/mdhr/certificates).

If you have any questions, please contact Compliance Services at 651-539-1095 or [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner  
Minnesota Department of Human Rights

Enclosure(s)

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • [mn.gov/mdhr](http://mn.gov/mdhr)



## WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **HP INC** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **6/25/2018**

Certificate expiration date: **6/24/2022**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 •

[mn.gov/mdhr](http://mn.gov/mdhr)

HP INC  
ATTN: Stephanie Teasdale  
1501 PAGE MILL ROAD  
PALO ALTO CA 94305