

NEW

State of Maine**Master Agreement****Effective Date:** 02/21/19**Expiration Date:** 03/31/20**Master Agreement Description:** Computer Equipment, Peripherals, and Related Services**Buyer Information**

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

Issuer Information

JOAN BOLDUC 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

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

Authorized Departments

ALL

Vendor Information**Vendor Line #:** 1**Vendor ID**

VS0000022771

Vendor Name

Lenovo Global Technology (United States), Inc.

Alias/DBA**Vendor Address Information**

8001 Development Dr

Morrisville, NC 27560

US

Vendor Contact Information

Tyler Page

919-874-3343 ext.

kpage2@lenovo.com

Commodity Information

Vendor Line #: 1

Vendor Name: Lenovo Global Technology (United States), Inc.

Commodity Line #: 1

Commodity Code: 20600

Commodity Description: Computer Equipment, Peripherals, and Related Services

Commodity Specifications: All shipping and handling charges are to be included in total price.

Commodity Extended Description: Maine NASPO Store: <https://www3.lenovo.com/le/1213351495/us/en/1213799935>
Subject to NASPO contract # MNWNC-135. Includes Band 4 servers and Band 5 storage including related peripherals and services. All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number (MA 18P 1902140000000000099) and the Master Price Agreement Number (MNWNC-135).

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	02/21/19	03/31/20
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

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

MASTER AGREEMENT
Master Agreement No: MNWNC-136
Lenovo (United States), Inc.
(hereinafter "Contractor")
And
State of Maine
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STD 204

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: "Computer Equipment (Band 4 Servers, and Band 5 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 Contractor's 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) 287-4988

"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 Agreement Number: MNWNC-135.

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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.


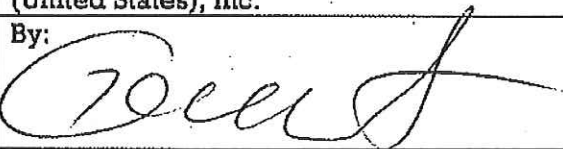
8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in 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: State of Maine	Contractor: Lenovo Global Technology (United States), Inc.
By: 	By: 
Name: Laurie Andre	Name: George Huffert
Title: Director, Division of Procurement Services	Title: Inside Sales Manager, Public Sector
Date: 2/20/19	Date: 2/20/19

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

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

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Lenovo (United States) Inc. (Original Contract Vendor), 1009 Think Place, Morrisville, NC 27560 and Lenovo Global Technology (United States), Inc. (Assigned Contract Vendor), 1009 Think Place, Morrisville, NC 27560.

WHEREAS, the State has an agreement with the Original Contract Vendor, Contract No. 97231, effective October 30, 2015, through March 31, 2017 with the option to extend up to 36 months (Contract), to provide Computer Equipment: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services); and

WHEREAS, the Original Contract Vendor wishes to assign all its interests in the Contract to the Assigned Contract Vendor for Band 4: Server and Band 5: Storage; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW THEREFORE, the parties agree to the following:

1. The Assigned Contract Vendor is assigned Contract No. 122973.
2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.
3. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendor all its interests, rights, responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contract Vendor and the Assigned Contract Vendor agree to all provisions set forth in this Assignment Agreement.
4. The Original Contract Vendor and the Assigned Contract Vendor jointly and severally represent and warrant to the State that:
 - a. the Original Contract Vendor is not in default of any of its obligations under the Contract; and
 - b. the Original Contract Vendor has assigned to the Assigned Contract Vendor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendor; and
 - c. the Assigned Contract Vendor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
5. The Assigned Contract Vendor accepts assignment of all the provisions of the Contract.
6. Any and all amounts due to the Original Contract Vendor by the Participating Entity for Band 4: Server and Band 5: Storage provided by the Original Contract Vendor prior to January 17, 2017, under the Contract will be paid to the Original Contract Vendor by the Participating Entity. Any and all amounts due under the Contract for Band 4: Server and Band 5: Storage on or after January 17, 2017, will be paid to the Assigned Contract Vendor by the Participating Entity, or as otherwise mutually agreed by the Participating Entity and the Contract Vendors.
7. When applicable, payment for remaining work from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contract Vendor will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.
8. If applicable, the Assigned Contract Vendor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.
9. If applicable, the Assigned Contract Vendor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

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

1. ORIGINAL CONTRACT VENDOR

LENOVO (UNITED STATES) INC.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature
Eric Labbato
Printed Name

Title: Director Sales Enablement

Date: 4/7/17

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

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

By: 

Title: Acquisition Management Specialist

Date: 4/11/17

2. ASSIGNED CONTRACT VENDOR

LENOVO GLOBAL TECHNOLOGY (UNITED STATES), INC.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature
Brad Turner
Printed Name

Title: NA Programs & Proposal Manager

Date: 4/7/17

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: _____

APR 12 2017

By Lucas J. Jannett

Division of Procurement Services 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.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Justin Franzose	Office/Division/Program:	Division of Procurement Services
Agreement Amount: \$	\$0.00 – Master Agreement	CT or MA Number:	MA 18P 1902140000000000099
Contract Start Date:	2/1/2017	Contract End Date:	3/31/2020
Vendor's Business Name:	Lenovo Global Technology (United States), Inc.	State of Maine VC Number for Vendor:	VS0000022771
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	Melissa Autrey-Freeman 1009 Think Place B1 3A6 Morrisville, NC 27560 mautrey@lenovo.com 919-294-0609		
Type of Service/Commodity or Project Name:	Computer Equipment, Peripherals, and Related Services		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
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, Storage and Ruggedized Devices including Related Peripherals & Services) # 2014_0122	Pre-existing Contract Name and Number (resulting from RFP):	Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services) Contract # MNWNC-117
Contract Start Date:	4/1/2015	Contract End Date:	3/31/2020

1. What is the departmental need for this service or commodity?
Lenovo (United States), Inc. has split off the server/storage business into its own company, Lenovo Global Technology (United States), Inc. NASPO ValuePoint has agreed to assign band 4 servers and band 5 storage to Lenovo Global Technology (United States), Inc. This contract is needed for procurements of computer equipment, peripherals, and related services from Lenovo Global Technology (United States), Inc.
2. How was the pre-existing contract identified?
The pre-existing contract was identified from NASPO ValuePoint.

Division of Procurement Services 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?

No, multiple pre-existing contracts for these specific commodities and services were not available. State of Maine reserves the right to enter into this agreement. As the only contract for these particular commodities and services, this contract presents the best known value for these procurements.

Signature:



Date:

2/21/2019