



PARTICIPATING ADDENDUM

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment, Peripherals, and Services

THIS Participating Addendum (“Contract”) to the State of Minnesota Master Agreement No. MNWNC-117 (“Master Agreement”) is made by the State of Florida, Department of Management Services (“Department”) and and **Lenovo (United States), Inc.** (“Contractor”), with its principal place of business located at 1009 Think Place, Morrisville, NC 27560, collectively referred to herein as the “Parties.”

WHEREAS the Parties entered into a prior Participating Addendum (“PPA”), as amended, which became effective on August 17, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, Contractor assigned the rights and obligations for Bands 4 and 5 of the PPA to Lenovo Global Technology (United States), Inc. on August 1, 2018;

WHEREAS, the PPA was subsequently amended to expire on February 28, 2023, in correlation with the term of the Master Agreement;

WHEREAS, the Master Agreement term has since been amended to expire on July 31, 2023;

WHEREAS, the PPA expired on February 28, 2023;

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state;

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Term. The Contract shall be effective on the date of last execution and shall have an expiration date of April 15, 2023.

II. Incorporation by Reference. All terms, provisions and agreements set forth in the PPA (as amended) are hereby adopted and incorporated by reference herein with the same force and effect as though fully set forth herein unless otherwise modified by this Contract.

III. Warranty of Authority. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives.



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Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

DocuSigned by:
Pedro Allende
By: _____
5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 3/8/2023 | 7:29 PM EST

Contractor:
Lenovo (United States), Inc.

DocuSigned by:
Darren Estridge
By: _____
F65CD31AACAC45D...

Name: Darren Estridge
Title: Executive Director of Gov Sales
Date: 3/8/2023 | 4:34 PM EST

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to the

NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-117

Lenovo United States, Inc.

And

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1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-117. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Lenovo United States, Inc. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.

3. Order of Precedence:

In the event of a conflict, the following documents shall have priority in the order set forth below:

- a. This Participating Addendum
- b. Exhibit 2, PUR 1000
- c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-117, including all exhibits and attachments thereto.

4. Participating State Modifications or Additions to Master Agreement:

- A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

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Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:
 - a. PUR 1000 Form:, General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2. Notwithstanding Section 3 or any other contrary provision of this Participating Addendum, the Parties agree that with respect to Sections 13, Risk of Loss, 19, Indemnification, 20, Limitation of Liability, 26, Renewal, and 35, Insurance Requirements, the corresponding provisions in the Minnesota NASPO ValuePoint Master Agreement No. MNWNC-117 shall control and take precedence with respect to this Participating Addendum and all orders issued hereunder. In addition, notwithstanding Section 3 or any other contract provision of this Participating Addendum, the parties agree that subparagraphs 4(b) and 4 (e) of PUR1000 General Contracts section is hereby deleted in its entirety. In addition, notwithstanding Section 3 or any other contract provision of this Participating Addendum, the parties agree that paragraph 7, Inspection at Contractor's Site;12, Installation; 21, Suspension of Work; 22, Termination for Convenience; 32, Employess, Subcontractors, and Agents of PUR1000 General Contracts section is hereby deleted in its entirety and replaced with the following respectively:
 7. Inspection at Contractor's Site. Lenovo is ISO 9001 and ISO 14001 certified worldwide by the world's largest registrar, Bureau Veritas Certification (BVC), and in China by the China Electronics Standardization Institute (CESI). BVC and CESI conduct regularly scheduled external QMS and EMS audits throughout the year at Lenovo locations. These external audits are in addition to the numerous internal audits conducted by Lenovo auditors throughout the company. We do this to provide assurance to customers that our quality and environmental management systems are compliant with the standards and our products and services are meeting customer requirements. The State shall have the right to test, at its own cost, the materials to be supplied under this Contract. Prior to physical testing by

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the State, and upon request, Lenovo will provide their materials test results and supporting documentation. Testing shall not constitute final acceptance of the materials or services.

12. Installation. Where installation is required and agreed in a Statement of Work, Contractor shall be responsible for placing and installing the product in the required locations, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time upon 30 day written notice, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase

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order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by thirty (30) day written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications.. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The Contractor will conduct, a background check upon hire or otherwise assess any employee, subcontractor, or agent furnished to the State. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
- c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Participating State.

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- d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
- e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
- f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.
- g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may

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unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the public agency

- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. Contract Document: This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.
 - C. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, any intellectual property developed as a result of this Addendum will belong to and be the sole property of the Participating State. This provision will survive the termination or expiration of the contract.

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- D. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners that Contractor uses as their sub-contractor for a specific Work Order or Statement of Work performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- E. Price List/Preferred Price: The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- F. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.
- G. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.
 - 1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for eligible users to use for product and/or service inquiries and purchases, as well as, the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Master Agreement; and
 - b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is

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responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.

2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.
- H. Contract Quarterly Reports: The Contractor shall submit a Quarterly Report in the required format electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.
- I. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.
- J. Commitment to Diversity in Government Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

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Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

- K. Resellers/Partners: The Contractor may use resellers/agents in order to provide computer equipment and services. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor's resellers/agents' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/agent is authorized to conduct business on behalf of the Contractor and the reseller/agent is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/agent shall be resolved between the Contractor and the reseller/agent. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/agents. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/agents and shall ensure that all such resellers/agents meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

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Agents are partners authorized by Lenovo and approved by the State to assist end users in locating products/services. These partners refer end users to Lenovo to place orders for WSCA approved products and services. Agents do not accept purchase orders or payments. End user should include Agents agent id on their purchase order.

Resellers are partners authorized by Lenovo and approved by the State to assist end users in locating products and services at prices and terms established by Lenovo and the State by the WSCA/NASPO Master Agreement. These partners are allowed to directly accept purchase orders and payments for NASPO approved products and services from end users. Partners manage the product and services order process from order receipt and delivery to payment receipt.

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

Contractor

Name	Melissa Autrey-Freeman
Address	Lenovo United States, Inc. 1009 Think Place, Morrisville, NC 27560
Telephone	919-294-0609
E-mail	mautrey@lenovo.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

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M. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

5. Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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

Participating State: Florida	Contractor: Lenovo United States, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date:

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