

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27168

Between

Lenovo (United States) Inc.

[hereinafter "Contractor"]

and

State of New Jersey

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

Participating State Contract Number 70263

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes

- a. Contractor shall provide to the State and its Cooperative Purchasing Partners the services and products set forth in the Master Price Agreement for Computer Equipment, Software, Peripherals and Related Services, including maintenance support and services, ("Master Price Agreement") at the pricing, terms and conditions therein set forth under the WSCA/NASPO PC Contracts 2009-2014 and the terms and conditions specifically set forth in this Participating Addendum.
- b. Compensation and Ordering
 - (1) Pricing shall be at the terms set forth in the Master Price Agreement under the WSCA/NASPO PC Contracts 2009-2014.
 - (2) Payment under this addendum shall be made pursuant to the WSCA/NASPO PC Contracts 2009-2014 except that interest on

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late payments and any penalties for late payments shall be governed by the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.

- (3) All orders and payment will be issued directly to the Contractor.
 - (4) The Master Price Agreement Number and the New Jersey State Contract number **MUST** be shown on all Purchase Orders issued against this Participating Addendum.
- c. This Participating Addendum and any and all litigation arising therefrom or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.
- d. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
- e. To the extent any of the services and products to be supplied under the terms of this Addendum are provided by any third party other than Contractor or an affiliate under a subcontract or other arrangement with the Contractor, such services, which include, by way of example but not limitation, delivery, installation, repair, maintenance and other services, shall be provided, if feasible, by companies whose home office is located with the State of New Jersey. The Contractor further agrees to make a good faith effort to meet New Jersey's small business goals as required pursuant N.J.A.C. 17:13-1 et seq. In addition, Contractor recognizes and shall make a good faith effort to advance the State's commitment to increasing the use of minority- and woman-owned businesses for State business. In such event, pricing shall remain as provided under the Master Agreement and Contractor shall remain responsible for the products and services it provides pursuant to this Addendum.

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- f. Hourly rates quoted for any services must be all-inclusive hourly rates, including by way of example but not limitation, all overhead, profit, incidentals and travel.
- g. The definition of equipment shall only include the products set forth in Paragraph 14 of the Master Price Agreement.
- h. The Participating State contact is synonymous with the State Contract Manager.
- i. Contractor shall provide notice to the State Contract Manager for any changes made pursuant to Paragraphs 14, 15, 29 and 32 of the Master Price Agreement.
- j. The New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.26 et seq.) is made a part of this Participating Addendum. Contractor guarantees that it has not been suspended or debarred by the Commissioner, New Jersey Department of Labor and Workplace Standards for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; Contractor also guarantees that it will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- k. The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lsse/lspubcon.html>.

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- i. Contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- m. The provisions of the Worker and Community Right To Know Act (N.J.S.A. 34:5A-1 et seq.), which require the labeling of all containers of hazardous substances, are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- n. Contracts for any work, goods or services cannot be issued to any corporation or partnership unless Contractor discloses the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest (N.J.S.A. 52:25-24.2).
- o. Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. Contractor is responsible for securing and paying all necessary permits, where applicable.
- p. Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured with respect to the Commercial General Liability Insurance Policy, but only to the extent that its' interest in relation to this agreement may appear.

The insurance to be provided by the contractor shall be as follows:

- (1) Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence and in aggregate as a combined single limit for bodily injury and property

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damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insured's, but only to the extent that its' interest in relation to this agreement may appear. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey.

- (2) Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- (3) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

- q. The estimated amount of the contract shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Participating Addendum.
- r. It is understood and agreed that in addition to State agencies, quasi-State agencies may also participate in this contract. Quasi-State agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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- s. N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in the term contract that is the subject of this Participating Addendum.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in the term contract that is the subject of this Participating Addendum.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in the term contract that is the subject of this Participating Addendum, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.

Contractor extends this State of New Jersey contract to New Jersey counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

- t. N.J.S.A. 18A:64A - 25.9 permits any college to participate in the term contract that is the subject of this Participating Addendum.
- u. N.J.S.A. 18A:64- 60 permits any State College to participate in the term contract that is the subject of this Participating Addendum.
- v. Other than Contractor's warranty service provider (IBM Global Services) and its anticipated Asset Recovery Service provider (TechTurn), identified in the Lenovo Master Price Agreement for WSCA/NASPO, the contract may not be subcontracted or assigned by the contractor, in whole or in

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part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

- w. Per the Master Price Agreement, Section 13, Price Guarantees, the Purchasing Entities shall pay the lower of the prices contained in the PSS (Product and Services Schedule) or an announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.
- x. The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- y. The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
 - (1) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or

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special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

- (2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- (3) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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- (4) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 - (5) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
 - (6) The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under Participating Addendum Paragraph y(3) above.
- z. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might

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be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the New Jersey Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- aa. This Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.
- bb. All publicity and/or public announcements pertaining to this Addendum shall be approved by the State prior to release.
- cc. Contractor agrees to fulfill the requirements listed below prior to the Effective Date:
 - (1) New Jersey Business Registration Certificate (BRC) (N.J.S.A. 52:32-44);
 - (2) New Jersey Ownership Disclosure Form (N.J.S.A. 52:25-24.2);
 - (3) Contractor Certification and Disclosure of Political Contributions form (Public Law 2005, Chapter 51 and Executive Order 117);
 - (4) New Jersey Services Disclosure Certification Form (N.J.S.A. 52:34-13.2);
 - (5) New Jersey Equal Employment Opportunity Compliance

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- (N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27); and,
(6) New Jersey Certification in Compliance with MacBride Principles and Northern Ireland Act of 1989 (N.J.S.A. 52:34-12.2).
- dd. Contractor shall supply quarterly reports covering purchases under this Participating Addendum in the same format as provided to WSCA/NASPO.
- ee. This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.
- ff. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as maybe expressly provided in the waiver or consent.
- gg. This Participating Addendum may not be amended or modified except by

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written agreement executed by authorized representatives of each party.

- hh. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- ii. As set forth in paragraph 8A of the Lenovo WSCA/NASPO Master Price Agreement, if the contract is terminated or expires, the State reserves the right to cancel unfulfilled purchase orders.

4. Reserved

5. Lease Agreements

Leasing is not authorized under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke

Address: 112 Admin Bldg, St Paul, MN 55155

Telephone: (651) 201-2450

Fax: (651) 297-3996

E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Gerolynn Martin

Address: Building 3, 3A23, 1017 ThinkPlace, Morrisville, NC 27560

Telephone: (919) 294-2860

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Fax: (919) 257-4987

E-mail: gmartin4@lenovo.com

Participating State

Name: Mark Gilbert

Address: 33 W. State St., P.O. Box 230, Trenton, NJ 08625-0230

Telephone: (609) 292-6648

Fax: (609) 633-3634

E-mail: mark.gilbert@treas.state.nj.us

7. Servicing Subcontractors

Lenovo will engage "Reseller Agents" to assist with marketing of Lenovo products to the WSCA/NASPO end users. Reseller Agents will not accept orders or payments. The State of New Jersey may utilize Lenovo Reseller Agents pursuant to the Lenovo defined Influencer/Agent program as defined in a separate written Agreement between Lenovo and the Reseller Agent.

Lenovo may utilize "Resellers" to order and fulfill products based on an individual state's request in their Participating Addendum.

All contractor authorized Reseller Agents are identified and listed on the state's individual WSCA/NASPO page on this website
<http://www.lenovo.com/shop/deals/nj>

All orders are to be issued directly to:

Lenovo (United States) Inc.

1009 ThinkPlace, B3, 3A5

Morrisville, NC 27560

Fax: (919) 257-4987

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All payments are to be issued to:

Lenovo (United States), Inc.
PO Box 643055
Pittsburg, PA 15264-3055

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number 70263; and the Master Price Agreement Number B27168.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to assist the ordering entity with its requirement to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor at the time of purchase order placement that ARRA funds are being used for a purchase or purchases. If the ordering entity indicates that ARRA funds are being used as per above, Contractor agrees to include a yes/no ARRA data element within the utilization report to assist the ordering entity with the tracking of ARRA funded purchases, as per Article 44 of the MPA. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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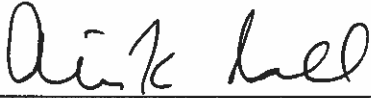
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

State of New Jersey
Department of the Treasury, Division of Purchase and Property



Name: Alice K. Small

Title: Acting Director

Date: 9/25/09

Lenovo (United States) Inc.



Name: Gerolynn Martin

Title: Senior Program Manager

Date: 9/21/09



WSCA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

INTENT TO PARTICIPATE WSCA/NASPO PC CONTRACTS 2009-2014

I. PURPOSE:

The purpose of this Agreement is to provide the members of the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO) with the opportunity to participate in a multi-state cooperative contract. Further, this Agreement shall identify the WSCA /NASPO parties to this contract and shall ensure a firm commitment from each party.

A cooperative procurement from MANUFACTURERS OF PERSONAL COMPUTER EQUIPMENT AND RELATED DEVICES is considered in the best interests of WSCA and the Participating States because:

1. Access to multi-state, defined and controlled offerings is a requirement of all WSCA/NASPO States to enable them to meet anticipated requirements for personal computers and related devices in a timely manner.
2. All States have a need for centralized reporting of personal computers and related devices ordering volume, to enable better management of these types of supplies
3. The industry is divided between manufacturers that predominately deal directly with end users and manufacturers that actively use resellers/VARs/partners/ distributors to deal with end users. This provides WSCA/NASPO an opportunity to accomplish many local procurement goals, while providing end users with options at a number of levels.
4. WSCA/NASPO expects that a centrally procured and administered personal computer equipment and related devices contracts will reduce pricing and achieve better efficiencies in ordering.
5. The solicitation and resulting contracts will be structured to accommodate any Participating States' localized requirements concerning availability of products in their geographical areas.



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

INTENT TO PARTICIPATE WCSA/NASPO PC CONTRACTS 2009-2014

II. EFFECTIVE DATES OF THIS INTENT TO PARTICIPATE

This agreement shall remain in effect until the term of the contract, established in Section IV of this document, has ended or has been terminated for cause.

III. SCOPE OF THE CONTRACT

Scope Description. The Materials Management Division (MMD) of the Minnesota Department of Administration (Admin) will be requesting proposals on behalf of the State of Minnesota, the Western States Contracting Alliance (WCSA), and the National Association of State Procurement Officials (NASPO) from equipment manufacturers of:

- personal computers (desktop workstations, laptops and mobile);
- small, mid-range servers;
- storage solutions hardware for small LANS;
- individual or small shared printers;
- multifunctional (print, copy, scan, fax) printers;
- educational bundles ; and
- limited peripherals to support desktop computing.

Contractors **MUST** provide warranty and maintenance services on **ALL** equipment that is offered and purchased through the resulting contracts. Responders may also propose extended warranty and maintenance services as Value-Added services for equipment purchased from previous WCSA/NASPO contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place. Delivery, support, warranty, and maintenance may be provided by the contract awardees using subcontractors. The contract awardee is still responsible for the timeliness and quality of all services provided by individual sub-contractors. Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a sub-contractor. Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts.

This RFP is divided into several bands (groups of units and configurations considered related to each other). The definition of bands is not subject to negotiations with potential Responders. Responders may respond to any or all bands. The State of Minnesota and WCSA/NASPO intend this procurement to result in **LIMITED** multiple source awards for each band.



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

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“Educational” offerings, including hardware configurations and special purpose educational software included as part of the original purchase, are included in this RFP. The specific rules and restrictions of these “educational” offerings must be detailed in the response.

This request for proposals **IS NOT** for a one-stop, meet-any-and-all requirements contract. Rather, whole products, i.e. computers (laptop, desktop, mobile, etc.), servers, printers, including software pre-loaded on the equipment are to be purchased. The purchase of software is allowed only at the time of the purchase of the hardware. Maintenance parts, replacement hard drives, or cards, for example are NOT acceptable products. At the option of the Participating State procurement official, factory warranted upgrades for equipment previously purchased from the contracts resulting from this RFP, or the previous WCSA/NASPO PC contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place, may be included as part of the resulting contracts. Additionally, any resulting contract IS NOT a reseller contract; rather, it is the intent of this request for proposals to contract with equipment manufacturers. Each state represented by WCSA/NASPO that chooses to participate in this contract independently has the option of contracting for a one-stop shop contract, contracts with resellers or any other kind of PC or computer goods or services.

Potential Responders should be aware of several limitations and boundaries intended by the WCSA Directors in supporting the issuing of this RFP.

- The resulting contracts are NOT for the offer and purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations should not exceed \$100,000 each. Printers of all types and monitors per unit/configuration cost should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States may set state specific limits in a participating addendum, with the prior approval of the WCSA Directors.
- Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases. If a Participating State, or a group of Participating States or entities within a state(s), chooses to focus purchases on a “standard configuration,” this configuration will be defined and then competed within the pool of contract awardees for specific pricing. Any entity, at any time, that commits to purchasing



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INTENT TO PARTICIPATE WSCA/NASPO PC CONTRACTS 2009-2014

such a standard configuration unit(s) shall receive the same price from a contract awardee.

- MMD and the WSCA Directors acknowledge that individual units and configurations offered in 2009 will evolve during the potential life of the resulting contracts. It is our intent to adhere to the following processes in dealing with this change, evolution.

Substitution of units/configurations: MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the Contract Administrator.

Addition of units/configurations: MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the Contract Administrator, subject only to review and approval of the WSCA Directors.

Permissive or Mandatory: Permissive contracts. Participating state has the option of making use mandatory.

Administrative Fee: An administrative fee of one-twentieth of one percent (0.005%) will be assessed centrally for purchases under the contract. WSCA/NASPO will approve the disbursement of funds to the State of Minnesota for administration of the procurement and resulting price agreements.

IV. TERM OF THE CONTRACT

The initial contract will be established for three (3) years from September 1, 2009 through August 31, 2012, with the option of two (2) one (1) year extensions.

V. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION



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INTENT TO PARTICIPATE WSCA/NASPO PC CONTRACTS 2009-2014

Solicitation and contract development shall be accomplished in compliance with the WSCA Agreement of Understanding and the NASPO Memorandum of Understanding, incorporated herein by reference.

Solicitation Publication Period

Responders will be given in excess of 90 calendar days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This request for proposals will consider criteria other than price and will be evaluated based on specified and published criteria, contained in the RFP by a team of evaluators representing, currently, the following states:

Alaska	Arkansas	Louisiana
Minnesota	Montana	Nebraska
Nevada	New Jersey	North Dakota
Oregon	South Carolina	Tennessee

If a potential participating state wishes to be directly involved in the evaluation of responses, **WE MUST** know **BEFORE** the middle of May, 2008 in order to get those individuals included in the process as it continues to go forward. At the direction of the WSCA Directors, the development of the 2009-2014 RFP has been underway since March, 2007. Please contact Paul Stembler, WSCA/NASPO PC Procurement Manager at paul.stembler@state.mn.us if you want to have staff involved or have any other questions.

Award(s): The solicitation will permit multiple awards. Multiple awards made by Participating States for use in their state will be administered by the Participating State

Additional Requested Information

Request each WSCA/NASPO member, desiring to participate in this contract, provide the following information to the Procurement Manager (Paul Stembler) as soon as possible:

1. Any known limitations on their State's ability to order commodities, such as those limitations that may arise because of the existence of mandatory price agreements.



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**INTENT TO PARTICIPATE
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2. The State-specific terms and conditions that will govern orders placed within the Participating State, or other significant terms and conditions that may be required on the Participating Addendum.

3. Any participant specific data on purchases of these commodities, that were made outside of or in addition to purchases made under the WCSA/NASPO PC Contract 2004-2009.

PARTIES TO THIS AGREEMENT

The parties to this Agreement have affixed their signatures below in witness and in execution of this Intent to Contract,

Participating State: *New Jersey*

This 16 day of July, 2008.

Alice K. Small, Acting Director, Division of Purchase and Property
Printed Name and Title (State Chief Procurement Official or delegated alternate)

Alice K Small
Signature

MMD for WCSA/NASPO:

This 17 day of July, 2008.

Paul Stembler, WCSA/NASPO PC Procurement Manager, for MMD and WCSA/NASPO

Paul Stembler

An executed copy of this intent to participate will be returned to the Participating State.