

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 State), Inc. (hereinafter "Contractor")

And

State of Iowa

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

Contract number "B27168 WSCA"

1. Scope

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with tax dollars, are eligible purchasers/customers and authorized to purchase products and services under the terms of this price agreement in lieu of a separate competitive selection process.

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) Without affecting the approved product prices or discounts specified in the WSCA/NASPO Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% administrative fee on all sales made within the State of Iowa against this agreement. The 1.00% administrative fee is to be paid quarterly to The Iowa Department of Administrative Services, General Services Enterprise – Purchasing, Hoover State Office Building, Level A, Des Moines, IA 50319, Attn: Debbie O'Leary.
- b) The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.
- c) Contractor's stated prices on the Contractor's approved State of Iowa WSCA/NASPO web site shall be discounted using the discounts and price lists approved and agreed to with WSCA/NASPO under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

4. Lease Agreements

No Leasing is Authorized Under this Addendum.

5. Primary Contacts

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

PARTICIPATING ADDENDUM CONTACTS:

Participating State **IOWA**
Name: Laurie Hoing, CPPB, Purchasing Agent III
Address: 1305 E Walnut, Des Moines, IA 50319
Telephone: 515-281-0656
Fax: 515-725-0137
E-mail: laurie.hoing@iowa.gov

MASTER AGREEMENT CONTACTS:

Lead State
Name: Bernadette Kopischke
Address: 50 Sherburne Ave., 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: 1017 ThinkPlace, Building 3, 3A23
Telephone: (919) 294-2860
Fax: (919) 257-4987
E-mail: gmartin4@lenovo.com

6. Servicing Subcontractors:

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

All contractor authorized business partners are listed on the state's individual WSCA/NASPO page on this website <http://www.lenovo.com/shop/deals/IA>.

All orders are to be issued directly to:

Lenovo (United States) Inc.
1009 ThinkPlace, B3, 3A5
Morrisville, NC 27560
Fax: (919) 257-4987

- OR -
To the Lenovo approved Reseller

And all payments are to be issued to:

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

- OR -
To the Lenovo approved Reseller

7. 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 will 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. Contractor is not responsible to report any ARRA funded orders to the ordering entity unless the Contractor has been informed as required above.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number B27168.

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 or Participating Entity which has executed this Addendum.

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

State of Iowa

Lenovo (United States) Inc.

Name: Debbie O'Leary

Name: Gerolynn Martin

Title: Administrator, DAS GSE

Title: Senior Program Manager

Signature: 

Signature: 

Date: 8/28/09

Date: 8/27/09