

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-117**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Lenovo (United States), Inc., 1009 Think Place, Morrisville, NC 27560 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-117, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

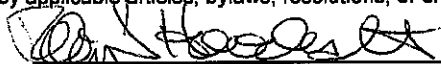
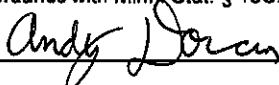
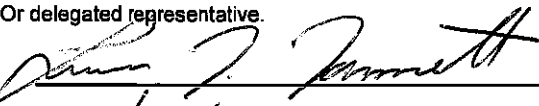
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-117 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Laptops, and Tablets, including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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

<p><b>1. LENOVO, INC.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By:  Signature</p> <p>Robin Howdershelt Printed Name</p> <p>Title: Public Sector Inside Sales Director</p> <p>Date: 3/14/17</p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By:  Title: Acquisition Management Specialist</p> <p>Date: 3/16/17</p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By:  Date: 3/16/2017</p>
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## EXHIBIT B: Pricing Schedule



### COMPUTER EQUIPMENT 2014-2020 Updated 04/01/2017



## MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

1. **BASELINE PRICE LIST:** Lenovo List Price Website **LINK:** [www.lenovo.com/listprice](http://www.lenovo.com/listprice)  
(For Corporate Models and standard SKUs, click on "List Price Links" for the price list. For Custom Models, click on "Products," select the product type and configure to your specifications.)

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	1M	35%
BAND 2 LAPTOP	2M	35%
BAND 3 TABLET	3M	35%
CATEGORY EXCEPTION: Visuals	V	13%
CATEGORY EXCEPTION: Accessories	A	21%
CATEGORY EXCEPTION: Warranties	W	21%
CATEGORY EXCEPTION: TopSeller Models	TSM	3%

**IMPORTANT:** The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. **THIRD PARTY PRODUCTS - NONE PROVIDED BY THE CONTRACT VENDOR**

4. **SERVICES – 21%**

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information: [http://download.lenovo.com/ibmdl/pub/pc/pccbbs/thinkcentre\\_pdf/I505-0010-02\\_en.pdf](http://download.lenovo.com/ibmdl/pub/pc/pccbbs/thinkcentre_pdf/I505-0010-02_en.pdf)

Request Quote for custom bid services including: Image consulting, installation, general consulting, training, staging/deployment.

5. **LEASING**

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. **ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.**

**Per Transaction Multiple Unit:**

BAND	QTY	ADDITIONAL DISCOUNT
1 & 2	>100	Additional 1% above minimum for 36%
1 & 2	>500	Additional 2% above minimum for 37%

**NASPO VP Lenovo Cumulative Pricing Discount:**

Revenue goals have been set for each year. Once the revenue goal is met the cumulative pricing discount takes effect. Lenovo will revert back to original discounts at the beginning of each new calendar year.

REVENUE GOAL	ADDITIONAL DISCOUNT
2017 \$70M	0.5% additional discount (excluding Topseller models)
2018 \$80M	1% additional discount (excluding Topseller models)
2019 \$90M	1.5% additional discount (excluding Topseller models)

# STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

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

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

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

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

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

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

Name of Company: Lenovo (United States), Inc. Date 3/14/17

Authorized Signature: Melissa Freeman Telephone number: 919-294-0609

Printed Name: Melissa Freeman Title: Contract Administrator

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

Minnesota Department of Human Rights, Compliance Services

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

TC Metro: 651-539-1095

Toll Free: 800-657-3704

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

TTY: 651-296-1283



Minnesota Department of  
**HUMAN RIGHTS**

December 31, 2014

LENOVO CORPORATION ROCHESTER MN  
ATTN: Saddle Gillespie  
1009 THINK PLACE  
MORRISVILLE, NC 27560

Your organization's affirmative action plan has been approved by the Minnesota Department of Human Rights. The department's review of your equal employment opportunity policies and practices indicates compliance with Minnesota Statutes, Sec. 363A.36.

The Certificate of Compliance is enclosed. This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Also enclosed is an Annual Report form packet, which includes:

- A sample annual report;
- Affirmative Action Plan Progress Report spreadsheet;
- the Affirmative Action Progress Report narrative

The Annual Report form packet must be completed and submitted annually during the certification period whether a state contract has been awarded to you or not. The MDHR website ([mn.gov/mdhr](http://mn.gov/mdhr)) has the complete packet in an excel version. **This packet must be submitted together or it will be rejected. You must submit reports as required and promptly notify us of any address or status changes.**

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

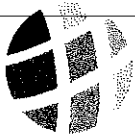
Sincerely,

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

Kevin M. Lindsey, Commissioner  
Minnesota Department of Human Rights

Enclosures: Certificate of Compliance  
Annual Report Form Packet  
Posters (2)

AN EQUAL OPPORTUNITY EMPLOYER



Minnesota Department of  
**HUMAN RIGHTS**

## **CERTIFICATE OF COMPLIANCE**

**LENOVO CORPORATION ROCHESTER MN is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/31/2014 to 12/30/2018.**

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

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

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

CONTRACT RELEASE NO:

SWIFT CONTRACT NO: **MNWNC-117**

ACQUISITION MANAGEMENT SPECIALIST: **Andy Doran**

COMMODITY/SERVICE: **Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services)**

CONTRACT TYPE: Ext ☒ Amend ☒ #1 New ☐ Assign ☐

CONTRACT PERIOD: **April 1, 2015** through **March 31, 2020**

VENDOR:

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

PHONE: **919.294.0609**

DATE SENT TO VENDOR: March 8, 2017

REQUESTED RETURN: March 15, 2017

INSURANCE REQUIRED: Y

INSURANCE COMPLETED: good through 5/31/17

☐ General ☐ Equipment ☐ Special ☐ Other

HUMAN RIGHTS/AFFIRMATIVE ACTION CERTIFICATION REQUIRED: ☒ YES ☐ NO request sent 3/8/17

If yes, verified that certificate is on file and current at DHR? ☐ YES

If no certificate required, reason not required: ☐ < 40 employees in MN ☐ <\$100,000 total value of contract

INCOMPLETE: DATE RETURNED TO VENDOR:

REASONS:

[Reasons]

COMPLETE: DATE RECEIVED FROM VENDOR:

\*\*\*\*\*  
DATE FOLLOW-UP LETTER SENT: DATE CANCELLATION LETTER SENT:

\*\*\*\*\*

DATE SENT TO AMS:

DATE SIGNED:

\*\*\*\*\*

EXECUTED COPY SENT TO VENDOR: ☐

\*\*\*\*\*

Keywords/cross references:

Search Lenovo Central

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Lenovo Central » Ethics & compliance » Corporate policies » **Corporate Policy #10 - Delegation of Authority****Ethics & Compliance**

Code of conduct

Corporate policies

Legal Team

Leadership for Ethics &amp; Compliance

**Related links**

Security

Internal audit

Global Legal Online

**CORPORATE POLICY #10 - DELEGATION OF AUTHORITY****Corporate Policy 10****Version: May 23, 2013**

Delegation of Authority

Effective: August 6, 2006

Revised: March 19, 2007, November 1, 2007 and May 23, 2013

The board of directors (the "**Board**") of Lenovo Group Limited (the "**Company**") wishes to promote effective management of the Company by delegating to senior executives of organizations appropriate authority and responsibility for their operations.

The responsibility to oversee the management of the Company and its business is retained by the Board.. The principal method of delineating and describing the scope of these responsibilities and authorities is to reserve selected powers or authorities to the Board.

Powers not reserved to the Board are considered to be delegated to the Chief Executive Officer, who shall have the authority to sub-delegate those powers as set forth herein.

The Company's subsidiaries should only enter into agreements which bind that individual subsidiary and not the Company or any of the Company's other subsidiaries.

This policy shall be reviewed annually (or such other period as designated by the Board) to ensure that it remains appropriate to the needs of the Company.

**1. Powers Reserved to the Board of Directors**

The following are powers reserved to the Board, which are required for corporate governance or by law.

Administering corporate governance as required by the Hong Kong stock exchange;

- ☐ - Declaring or making recommendation to declare any dividend on the equity securities of the Company;
- ☐ - Appointing external auditors and/or changing the Company's external auditors to conduct the primary financial audits of the Company;
- ☐ - Establishing retirement plans for the benefit of the employees of the Company or any of its subsidiaries or making material changes to the terms of such plans;
- ☐ - Approving material accounting policy, standards, reporting and release of financial information;
- ☐ - Establishing executive compensation plans and policies;
- ☐ - Issuing bonds or similar publicly traded debt instruments binding on the Company;
- ☐ - Issuing shares or any forms of securities in the Company (other than issuance of shares pursuant to any previously approved scheme or document);
- ☐ - Creating any share repurchase program;
- ☐ - Approving any proposal to shareholders to wind down the Company or making a declaration of bankruptcy or insolvency of the Company or any of its subsidiaries;
- ☐ - Establishing a bonus, profit sharing, share option or other incentive scheme other than those used

to the Chief Executive Officer or any senior executive of the Company who directly reports to the Chief Executive Officer;

- ☐ - Approving or amending the Company's annual operating budget;
- ☐ - Approving any proposal to shareholders to amend or waive any provision of the Articles of Association of the Company;
- ☐ - Establishing any investment, acquisition, financing or other transaction requiring approval of the Board, pursuant to (i) the Company's Articles of Association, (ii) previously adopted resolutions of the Board, or (iii) any applicable law, rule or regulation;
- ☐ - Forming material transaction that the Chief Executive Officer in his or her judgment determines to be extraordinary or outside the ordinary course of the Company's business; and/or
- ☐ - Establishing a material change to the business of the Company.

## **2. Transactions Requiring Board Approval**

The following transactions shall report back to the Board and require the prior review and approval of the Board:

1.1 Binding the Company to sell, transfer, lease, license or otherwise dispose of substantial tangible or intangible property assets of the Company or its subsidiaries having a net book value exceeding \$25M USD net asset value individually, or in excess of \$50M USD net asset value in the aggregate per fiscal year, outside the ordinary course of its or their business (e.g. other than of selling products to customers and resellers);

1.2 Purchasing the equity securities or assets of, or other ownership interest in, any party (other than a wholly-owned, direct or indirect subsidiary of the Company) for an aggregate consideration in excess of \$50M USD;

1.3 Creation of any investment, acquisition, financing or other transaction with any director or senior executive officer of the Company or any such officer's or director's immediate family members or any companies or entities by which any such officer or director owns at least 5%;

1.4 Incurring a lease obligation involving payments in excess of \$20M USD per year and total lease payments over the life of the lease in excess of \$50M USD;

1.5 Entering into any transaction that requires public announcement or constitutes a notifiable transaction or a discloseable connected transaction under Hong Kong Stock Exchange listing rules;

1.6 Borrowing or raising of money from banks or financial institutions exceeding \$75M USD and/or for a term of more than 5 years or guaranteeing or indemnifying the obligations of the Company's subsidiaries (other than wholly-owned, direct or indirect subsidiaries of the Company) under any financial or commercial transaction for a liability exceeding \$100M USD for each guarantee or indemnity; and/or

1.7 Purchasing any real property or entering into any transaction that would have the effect of a real property purchase for a consideration in excess of \$10M USD.

## **3. Authorization and Delegation to the Chief Executive Officer:**

Subject to the limitations set forth in Sections 1 and 2 above, the Board authorizes and directs the Chief Executive Officer of the Company, in the name of and on behalf of the Company, to do, perform and authorize such acts, approve any transaction or series of transactions and execute any documents (if required under the Common Seal of the Company and countersigned by another director of the Company), as he or she thinks fit and appropriate, in order to manage, conduct and advance the business of the Company in the ordinary course. The Chief Executive Officer is further authorized to delegate (including the authority to re-delegate) any authority granted herein to any officer or employee of the Company and/or any of its subsidiaries. Such delegations are required to be formally documented.

## **4. Delegation of Signature Authority to Certain Employees of the Company**

The Board recognizes that certain employees of the Company should be empowered to execute and deliver, in the name of and on behalf of the Company, any contract or other document or instrument necessary or appropriate in the ordinary course of the Company's business in the functional area in which they are employed, including but not limited to, bid documents for the sale of the Company's products and services to governments and agencies, purchase orders, procurement agreements, sale agreements and the like. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, and any additional formal corporate policies adopted by the Company, the Board delegates the authority to execute and deliver, in the name of and on behalf of the Company, any such contract or other document or instrument to each of the persons, holding any of the following



President &amp; Chief Executive Officer

Chief Procurement Officer

Executive Director

Chief Financial Officer

Account Representative

Treasurer

Sales Representative

Controller

Sales Specialist

Senior Vice President

Company Secretary

Vice President

Client Representative

Buyer

Procurement Commodity Chair

Positions that include the titles or functions of: Counsel; Attorney; Director; Executive; Manager or Contracts & Negotiations.

#### 5. Specific Power of Attorney Regarding Procurement of Goods & Services

The Board recognizes that certain employees of the Company's subsidiaries should be empowered to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any contract or other document, including purchase orders and procurement agreements and the like, for the procurement of goods and services for the Company's internal use (as opposed to for incorporation directly into the Company's products), including global logistics needs, in the ordinary course of the Company's business. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, the Board will pass a resolution granting a specific power of attorney to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any such procurement contract or other similar document to each of the persons holding any of the following positions, titles or functions within the Global Supply Chain and/or Procurement function in any of the Company's subsidiaries jointly and severally:

Chief Procurement Officer

Buyer

Procurement Commodity Chair

Executive Director

Manager

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Project Task Tracking

Quality &amp; Environmental Management System

Records Management System

Security

**ABOUT LENOVO**

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**COLLABORATION**

**COUNTRY & OFFICE SITES**

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