



**WSCA/NASPO 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>

**AMENDMENT NUMBER: 1  
TO CONTRACT NUMBER: B27168**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc. (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related 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;

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

**1. Section 11, Warranties** is changed to read as follows:

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement, but the terms of this Agreement, including executed Participating Addendums, Exhibits, Amendments, and Purchase Orders, take precedence. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
4. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
5. Exhibit A contains additional warranties and limitations in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:



- a) **Onsite Repair Options**
- b) **Depot Repair**
- c) **Extent of Warranty and Items Not Covered by Warranty**

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

D. The Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from one-year to a three-year warranty, with the ability to upgrade warranties at the time of purchase. Notebook batteries have a warranty period of one year. All products listed will be EPEAT (bronze minimum) and Energy Star compliant, where applicable.

**2. Section 24. Indemnification, Hold Harmless and Limitation of Liability, is changed to read as follows**

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder, loss of or damage to data, lost profits, business, revenue, goodwill, or anticipated savings, even if the Contractor has been advised of the possibility of such damages. Both parties agree that this Contract does not create any right or cause of action for any third party against the other except for third party claims that fit within the indemnification provisions of this Agreement.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State and all Participating States and Participating Entities for all actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder and under all Participating Addenda for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence, or intentional wrong doing of the State.

**3. Exhibit A. Additional Warranties is modified to add a new Subsection, C, per the following:**

**C. Extent of Warranty and Items Not Covered by Warranty**

The warranty stated in MPA Section 11(A)(5) does not apply to the extent that there has been misuse, accident, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, power surges, improper maintenance by the State, failure caused by a Product for which the Contractor is not responsible,





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to any third party hardware products, or to software, whether provided with a hardware product or installed subsequently. The warranty is voided by removal or alteration of Product or parts identification labels. The Contractor does not warrant uninterrupted or error-free operation of a Product or Service or that Supplier will correct all defects. Third party manufacturers or service providers may provide their own warranties to the State.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SUPPORT, AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND.

This Amendment is effective beginning on September 1, 2009 or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original 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.

**1. CONTRACTOR**

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

By:

*Gerolynn Martin*

Title: Gerolynn Martin, Senior Program Manager

Date: 8/18/09

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**

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

By:

*Bernadette Kopischke*

Title: Acquisition Management Specialist

Date: 8/20/09

By:

Title:

Date:

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By:

*Brenda Willard*

Date:

8/20/09



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**AMENDMENT NUMBER: TWO (2)  
TO CONTRACT NUMBER: B27168**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc., 1009 Think Place, Morrisville, NC 27560 (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related 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 specifically state that the Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from a one-year to a three-warranty, with the ability to upgrade warranties at the time of purchase. (Bands 1. Servers; 2. Workstations; 4. Storage Solutions; and 7. Monitors).

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

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided under the Contract. The Contractor may show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment, or via an alternate solution to be mutually agreed upon in the future.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

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

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

**1. LENOVO (UNITED STATES) INC.**

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

By: *Gerolynn Martin*

Title: Gerolynn Martin, Senior Program Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**

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

By: *Bernadette Kapisilke*

Title: Acquisitions Supervisor

Date: 9/30/10

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: *Brenda Willard*

Date: 9/30/10



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**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27168  
AMENDMENT NUMBER 3**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc.

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software 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 specifically state that the contract may be amended per agreement by both parties.

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

1. Contract is extended through August 31, 2014.
2. The configuration limit of servers and storage may be increased up to \$500,000 if this limit is approved by the State in their Participating Addendum.
3. The Premium Saving Package "Intent to Participate" document may be eliminated IF participation in the Premium Savings Package is approved by the State in their Participating Addendum.

This Amendment is effective beginning on September 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2014, or until the Contract is canceled, whichever occurs first.

Except as herein amended, all other provisions of the original Contract between the parties hereto, including Amendments Number 1 and 2, are expressly reaffirmed and remain in full force and effect.



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

**1. CONTRACTOR**

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

By: \_\_\_\_\_

Title: Melissa Maloney, Regional Sales Director

Date: 8/22/12

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**

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

By: [Signature]

Title: Acquisition Management Specialist

Date: 8/27/12

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: [Signature]

Date: 8/27/2012