

## **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 South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 1 of 6

### **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.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee paid to WSCA/NASPO under Section 44(a)(2) of the Master Price Agreement. The State of South Dakota requires no administrative fee or report other than reports that are required by the Master Price Agreement.

**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 South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 2 of 6

**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:**

No Changes Are Required

**4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:**

Not Applicable

**5. Lease Agreements**

Leasing is authorized under this addendum. Any lease agreement for state agencies or institutions must be authorized and approved by the Office of Procurement Management.

**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 South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 3 of 6

**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](mailto: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](mailto:gmartin4@lenovo.com)

Participating State

Name: Jeff T. Holden, Procurement Director  
Address: 523 E. Capitol Avenue, Pierre, SD 57501  
Telephone: 605-773-4280  
Fax: 605-773-4840  
E-mail: [jeff.holden@state.sd.us](mailto:jeff.holden@state.sd.us)

**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 South Dakota  
[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 4 of 6

**7. Servicing Subcontractors:**

Lenovo:

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

**All contractor authorized business partners (Reseller Agents and/or Resellers) listed on the state's individual WSCA/NASPO page on this website**

<http://www.lenovo.com/shop/deals/sd>.

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

**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 South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 5 of 6

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 15727; and the Master Price Agreement Number: B27168**

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If Contractor is notified by ordering entity that a specific purchase order is being made with ARRA funds, Contractor agrees to assist the ordering entity with their requirement to comply with the data element and reporting 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. If the ordering entity indicates that ARRA funds are being used as per above, Contractors agrees to include a yes/no ARRA data element within the utilization report to assist the entity with the tracking of ARRA funded purchases, as per Article 44 of the MPA. Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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.

**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 South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15727

Page 6 of 6

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

**Signatures as required by State Statutes, Rules or Policies**

State of South Dakota

By:



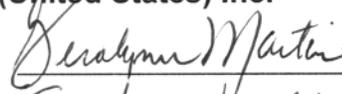
Name: Jeff T. Holden

Title: Director

Date: August 14, 2009

Lenovo (United States) Inc.

By:



Name: GEROLYNN MARTIN

Title: Senior Program Manager

Date: 9/3/09