

Notice of Statewide Contract Award



State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Contract Title: Lenovo Servers, Workstations, Storage Solutions, and Monitors.

Statewide Contract #: ITSW1026

Contract Issuance Date: 5/20/2013

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: 5/20/2013 – 5/20/2014

Agreement Period: 5/20/2013 – 8/31/2014

Authorized Users: State departments, board, commission, agency, or institution.

Contract Priority: Non- Mandatory

Procurement Specialist: Sheri Keller

Phone: 1 - 405 - 521 - 6480

Email: Sheri.keller@omes.ok.gov

Contract Intent:

Purchase the following:

Band 1 – Servers

Band 2 – Workstations

Band 4 – Storage Solutions

Band 7 – Monitors

Notice of Statewide Contract Award

	Product Categories:	WSCA Discount off list schedule			
Tab 2	Accessories:	20% off list, 3% off list if TopSeller Model			
Tab 3	Visuals:	12% off list, 3% off list if TopSeller Model			
Tab 4	ThinkCentres:	32% off list if Corporate Model, 3% off list if TopSeller Model			
Tab 5	ThinkPads:	32% off list if Corporate Model, 3% off list if TopSeller Model			
Tab 5	ThinkPads: ThinkPad Edge	3% off list			
Tab 6	Mini-Notebook/Companion	20% off list Corporate Model, 3% off list if TopSeller Model			
Tab 7	ThinkServers:	24% off list if Corporate Model, 3% off list if TopSeller Model			
Tab 8	ThinkStations:	28% off list if Corporate Model, 3% off list if TopSeller Model			
Tab 9	Warranty:	20% off list			
Tab 10	Tablet:	32% off list if Corporate Model, 3% off list if TopSeller Model (new pi			

Awarded Vendor Information



State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Vendor Name: Lenovo

Vendor ID#: 0000245182

Vendor Address: Address: 1009 Think Place

City: Morrisville

State: NC

Zip Code: 27560

Primary Contact: Melissa Freeman

Phone #: 1- 919 - 294 - 0609

Title: Influencer & WSCA/NASPO Programs
Administrator

Fax #: 1- 919 - 257 - 4989

Email: mautrey@lenovo.com

Secondary Contact:

Phone #: 1- - -

Title:

Fax #: 1- - -

Email:

Website:

Authorized Location: Locations list attached as *(attachment title)*

Address:

City:

State:

Zip Code:

Contract ID #: 00003440

Delivery:

**Minimum
Order:**

P/Card Accepted: Yes No

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 1 of 14

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.

During the term of this contract, any state department, board, commission, agency or institution may utilize this contract. The Oklahoma statutes state that counties, school districts and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the contractor. For purposes of the operation of this contract, counties, school districts and municipalities shall have the same benefits and responsibilities as a state agency. Under this contract, the State of Oklahoma bears no liability for the action of the counties, school districts and municipalities and the privity or contract exists solely between the contract and the county, school board or municipality.

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 Information Officer (CIO). Issues of interpretation and eligibility for participation are solely within the authority of the State CIO.

a) The State of Oklahoma will participate in only the following products bands:

Band 1 – Servers

Band 2 – Workstations

Band 4 – Storage Solutions

Band 7 - Monitors

b) The State of Oklahoma imposes the following configuration limits:

- Individual Workstations and Monitors of \$10,000

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 2 of 14

- Individuals units \$200,000 each for Servers and Storage Solutions
- Limits for Non-State agencies will defer to those limits specified in the Master Price Agreement.

3. Changes: The State of Oklahoma and Contractor have mutually agreed to the following additions, deletions and modifications to the Master Price Agreement annotated as Number B27168 ("MPA"),

a) Modification to Term #6.B Payment of Invoice:

Delete and replace with the following:

"The Participating State shall make a good faith effort to tender payment to the Contractor within thirty (30) days of the date of receipt or proper invoice. After the forty-fifth (45) day from the proper invoice receipt, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The interest rate due is set by the Oklahoma State Treasurer's office each year. The Contractor is responsible for claiming the interest due. Payments may be made via a Participating State's "Purchasing Card"."

b) Modification to Term #11.B. Warranties:

Add the following as the second sentence:

"Approved modified warranties will pertain only to those products and/or services purchased after the modification. Warranties of products purchased prior to the approved warranty modification will not change."

c) Modification to Term #12 Patent, Copyright, Trademark and Trade Secret Indemnification.

Add the following at the beginning of subsection A:

"To the extent authorized by the Attorney General of the State of Oklahoma."

Add the following after the first sentence of Term #12A:

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 3 of 14

"The State of Oklahoma agrees that the authorization required in the preceding sentence will not be unreasonably withheld, delayed, or conditioned. In the event that the Attorney General of Oklahoma does not authorize sole control to Contractor over any claims that may arise under this subsection, then the parties agree that Contractor will be granted authorization to equally participate in any proceeding subject to this subsection. The parties agree that the Attorney General will not approve, authorize or enter into any settlement requiring Contractor to pay any amount without Contractor's prior written approval."

d) Modification to Term #20 Records and Audit:

Delete and replace with the following:

"Pursuant to Oklahoma administrative rules applicable to this transaction, Contractor agrees to retain all records relative to the MPA or this Addendum for the duration of the MPA and Addendum term and for a period of seven (7) years following completion of the obligations of both parties thereunder. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the Contractor agrees to maintain such records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later. Such retained records retained by Contractor shall be subject to examination by appropriate government authorities."

e) Addition to Term #22 Use of Servicing Subcontractors:

Add the following paragraph B to this term as follows:

"Lenovo will not use subcontractors as Resellers or Agents in the scope of the agreement for the state agencies within Oklahoma, unless agreed in writing by the Participating State.

f) Addition to Term #24 Indemnification, Hold Harmless and Limitation of Liability:

Delete the 2nd paragraph and replace with the following:

"To the extent any limitation of liability contained herein is constructed by court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 4 of 14

limitation of liability shall be void."

g) Addition to Term #44.B. Reporting and Fees:

h) Add paragraph 4 to this section as follows:

"The contractor agrees to provide periodic utilization reports to the State of Oklahoma encompassing all sales within the parameters of this participating addendum. Reports format will use current format or a format(s) mutually agreed upon and due dates are as scheduled in Master Agreement 44.A.2. The contractor shall submit a check payable to DCS Purchasing for an amount equal to one-half of one percent (0.005) of the net sales for the period. Fee remittance will follow the same period and due dates as the reports."

The check should be mailed to:

Address:

Office of Management and Enterprise Services
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

Note: The checks for administrative fees are to have the following information on the check stub:

- Statewide contract #,
- Quarter and Year reporting,
- e.g. SW207 4th qtr, 2012

i) Reporting Requirements

a) Reports shall be submitted quarterly regardless of quantity.

b) Usage Reports shall be delivered, by email to StatewideContractReports@omes.ok.gov within 30 calendar days

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 5 of 14

upon completion of the quarterly reporting period cited below.

- j) Addition to Term #56 Value Added Services: Add the following paragraph to this term as follows:

"Furthermore, all purchasing entities obtaining value added services must follow the purchasing guidelines as established for their jurisdiction and/or addressed in the State of Oklahoma Contract Award notice for the contract resulting from this addendum."

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

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

For State Agencies, no Leasing Is 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: Susan Kahle

Address: 112 Admin Bldg, St Paul, MN 55155

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 6 of 14

Telephone: (651) 201-2434

Fax: (651) 297-3996

E-mail: susan.kahle@state.mn.us

Contractor

Name: Melissa Autrey Freeman

Address: 1009 Think Place, 3N34, Morrisville, NC 27560

Telephone: (919) 294-0609

Fax: (919) 257-4988

E-mail: mautrey@lenovo.com

Participating State

Name: Sheri Keller

Address: 3115 N. Lincoln Blvd, Oklahoma City OK 73105

Telephone: (405) 521-6480

E-mail: sheri.keller@omes.ok.gov

7. 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.

The State of Oklahoma must approve all authorized resellers assigned to this contract.

All contractor authorized business partners will be listed on the state's individual WSCA/NASPO page which is selected from this website:

<http://www.lenovo.com/wsca>

All orders are to be issued directly to:

Lenovo (United States) Inc.

1009 Think Place, B1, Floor 3

Morrisville, NC 27560

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 7 of 14

Fax: (919) 257-4988

- OR -

To the approved by State of Oklahoma Lenovo Reseller

And all payments are to be issued to:

Lenovo (United States), Inc.

PO Box 643068

Pittsburg, PA 15264-3068

- OR -

To the approved by State of Oklahoma Lenovo Reseller

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number]; 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 Participating State that a specific purchase order is being made with ARRA funds, Contractor agrees to assist the Participating State 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). The Participating State is responsible for informing Contractor at the time of purchase order placement that ARRA funds are being used. If the Participating State 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 Participating State 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.

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 8 of 14

9. Electronic and Information Technology Accessibility:

Pursuant to Title 74, Section 85.7d. and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 9 of 14

10. Voluntary Product Accessibility Template or VPAT:

- a) The contractor will provide a website accessible by participating agencies to request a Lenovo branded product VPAT by entering the product description obtained from the State of Oklahoma contractor's website.
- b) The parties agree that as no development or customization services will be performed under this agreement and therefore both paragraphs of subsection 9.2 are not applicable to this agreement.

11. Authorized Users:

During the term of this contract, any state department, board, commission, agency or institution may utilize this contract. The Oklahoma statutes state that counties, school districts and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the contractor. For purposes of the operation of this contract, counties, school districts and municipalities shall have the same benefits and responsibilities as a state agency. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privity of contract exists solely between the contractor and the county, school board or municipality.

12. Ordering:

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the state agencies and authorized entities. There is no limit on the number of orders that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

13. Orders and Payment:

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

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 10 of 14

14. State of Oklahoma WSCA Website:

The contractor will maintain a specific State of Oklahoma website. The website must contain the following:

- a) Presents only the products and services allowed in this agreement
- b) Contract number and name
- c) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers
- d) "How to use" instructions for using the website
- e) Online process to allow agency personnel to configure, and print hardware/software configurations
- f) Online process for placing agency hardware configuration orders
- g) Defined manual process via phone calls for placing agency hardware configuration orders
- h) A general category grouping of products available for ease in researching systems
- i) This general category grouping should have an expanding tree of information for the selected configuration. Once selected the configuration should expand to provide all available configuration options and accessories to allow for complete hardware/software configuration. Once the configuration is complete, the web page should calculate the price based upon approved contract pricing.
- j) Except for any circumstance beyond the reasonable control of the contractor, website availability should at least ninety-nine (99%) percent of the time during the hours of 7:00AM through 7:00pm Central Time, Monday through Saturday.

15. Failure to Enforce:

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 11 of 14

16. Conflict of Interest:

Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other state contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of state, be grounds for termination of this of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contracts.

In addition to any requirements of law or through Contractor's professional code of ethics or conduct, which is set forth in full at the following link:

http://www.lenovo.com/social_responsibility/us/en/2011_Lenovo_CodeofBusinessConduct_EN.pdf,

the contractor employees performing services for that state are required to disclose any outside activities or interests that conflict or may conflict with the best interest of the state. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the state. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the state, its employees, other third-party individuals, or entities holding contracts with the state.

17. Media Ownership (Disk Drive and/or memory Chip Ownership)

- a) In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services Information Security, Policies, Procedures, and Guidelines Appendix E – Revisions, #3 Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: products purchased under this contract will at all times remain the property of the State of Oklahoma.
- b) Therefore, "Keep Your Hard Drive" costs must be included in the Contractors proposed cost.

18. Failure to Provide

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 12 of 14

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in a cancellation of the contract.

19. P-Cards

The State of Oklahoma has issued P-Cards to most state agencies. The current P-Card contract holder utilizes MASTERCARD.

20. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quote.

21. Certification Regarding Debarment, suspension, and Other Responsibility Matters

The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
- b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- d) Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 13 of 14

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

22. Timeliness and No Substitutions:

b) Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the Participating State.

23. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

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 Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 14 of 14

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

State of Oklahoma

Lenovo (United States), Inc.

By: 

By: 

Name: Alex Z. Pettit
~~Chief Information Officer~~

Name: Melissa Maloney

Title: _____

Title: Sales Director

Date: 5.23.13

Date: 5/21/13

Signatures as required by State Statutes, Rules or Policies