

NASPO ValuePoint
PARTICIPATING ADDENDUM



COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
Led by the **State of Minnesota**

Master Agreement #: 23014
Participating Addendum #: PADD20269382
Contractor: Lenovo Global Technology
Participating Entity: STATE OF IDAHO (PERSI)

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

This PA includes the following scope of the products and services available through the Master Agreement referenced above:

- Band 3, Servers and Storage - Category 3B-1: Servers and Storage.
 - o Categories 3B-2 – 3B-6, 3T, and S are excluded.

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Idaho and Contractor for Computer Equipment, Peripherals & Related Services. This PA may only be used by the Idaho Public Employee Retirement System.

3. Term:

This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

4. Value: The estimated value of this PA is \$500,000 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.

5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

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CONTRACTOR:

Name:	Kenneth Stephens
Address:	8001 Development Dr. Morrisville NC, 27560
Telephone:	(919) 297-8515
Email:	kstephens@lenovo.com

PARTICIPATING ENTITY:

Name:	Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	
Email:	ContractAdmin@adm.idaho.gov

6. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

6.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

6.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

6.3 Termination:

6.3.1 Termination of PA Convenience. The State of Idaho may terminate this PA for its convenience, in whole or in part, with or without cause, up to 10 days prior to shipment. Product returns are subject to Contractor approval.

6.3.2 Termination of Order for Convenience. A Purchasing Entity may terminate its Order for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination. This authority shall apply to all new Orders as well as any Orders incorporated pursuant to Section 9 of this

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PA. Contractor will be compensated for products or services rendered prior to termination effective date.

6.3.3 Termination for Fiscal Necessity. The State of Idaho is a government entity, and it is understood and agreed that the State's payments under an Order placed under the PA shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time.

The State reserves the right to terminate the PA in whole or in part, and a Purchasing Entity reserves the right to terminate its order placed under the PA if, in its sole judgement, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State or Purchasing Entity to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the contractor. Contractor will be compensated for products or services rendered prior to the termination effective date. Further, in the event funds are no longer available to support the Contract, as described herein, the State and Purchasing Entity shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owed equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s), which must be completed within thirty (30) calendar days of written notification from the state. If Contractor fails to remove its items within that period, the State may charge Contractor costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

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6.4 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

6.5 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

6.6 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

6.7 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

6.8 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear

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energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

6.9 ADA Accessibility Compliance: The Contractor must ensure that, at a minimum, all digital products, services, and content provided under this Agreement comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (as applicable), and the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA.

This requirement applies, but is not limited, to:

- Websites, web applications, and online systems
- Software and mobile applications
- PDFs, documents, and multimedia content
- Any digital tools or services procured by the State of Idaho

Accessibility Documentation

For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), prior to an Agreement, Contractor must submit accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on Vendor websites for each proposed product or product family (as applicable). Instructions on how to complete this document are included in the template itself.

- ACR must be based on the current product version.
- ACR must be evaluated on current WCAG standards as of the date of this agreement.
- ACRs based on earlier versions of the product must be made available to the state upon request.

For customized COTS products and solutions, Contractor must submit an ACR and complete the Vendor Accessibility Development Services Questionnaire, which documents Vendor's ability to produce accessible electronic and information resources.

For non-COTS offerings (such as IT-related development services, services that include user-accessed online components, etc.), Contractor must complete a Vendor Accessibility Development Services Questionnaire, which documents Contractor's ability to produce accessible electronic and information resources.

Failure to provide a current ACR that meets these requirements may result in disqualification of the bidder/proposers proposal, delay in Agreement execution, or cancellation of the Agreement.

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Accessibility Testing

Contractor shall perform accessibility testing using both automated tools and manual testing methods, including assistive technologies (e.g., screen readers). Any accessibility barriers identified must be addressed prior to final acceptance.

Remediation Responsibilities

If any accessibility violation is known or becomes known to the Contractor during the term of the Agreement, whether by notice from the State of Idaho or through Contractor's own testing, Contractor shall remediate the violation within a time period mutually agreed upon by the parties at no additional cost to the state.

If the product or service cannot fully meet accessibility standards at the time of delivery, Contractor must:

- Provide a detailed remediation plan with timelines;
- Demonstrate reasonable efforts to mitigate impacts on users with disabilities;
- Work in good faith with the purchasing agency to bring the product into compliance;
- Provide alternative solutions upon request at no additional charge to the state; and
- Document any undue burden or exemption with a sign-off by the Office of Information Technology ADA Manager.

Ongoing Accessibility Obligations

For any updates, patches, or content changes made during the Agreement term, Contractor must maintain accessibility compliance. The State reserves the right to request updated accessibility conformance documentation at any time.

When updates or upgrades are made to the products or services available through this Agreement, Contractor agrees to document how the changes will impact or improve accessibility and usability. This documentation must be provided to the State in advance of the change, occurring within an agreed-upon timeframe sufficient for the State to review the changes and either approve or request a remediation plan from the Contractor. If agreed-upon updates fail to improve accessibility or usability as planned, failure to comply with this requirement may be cause for Agreement cancellation or default.

Training and Support

Unless agreed to otherwise in Contractor's Terms and Conditions, Contractor must provide training or guidance to agency staff on how to use the product or platform in an accessible manner and how to maintain accessibility in ongoing content or service delivery.

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- In facilitating Contractor trainings, Contractor shall coordinate and cooperate with State in identifying prospective attendees who may require accommodations and provide such accommodations.
- All administrator and end user documentation and training materials delivered by the Vendor must be in compliance with the WCAG 2.1, level AA.

Remedies

Failure to meet WCAG 2.1 Level AA may result in any remedies available under Idaho procurement law, including but not limited to:

- Requiring the Contractor to cure deficiencies
- State-performed testing or remediation at no cost to the State
- Withholding payment
- Termination of the Contract

6.10 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

6.11 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

6.12 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

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Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

7. Lease Agreements: **Reserved.**

8. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

9. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

10. Signatures: The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto

11. Insurance: Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for

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claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

11.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

11.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

11.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

11.2.1 Contractor may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

11.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

11.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

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11.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

11.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

11.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

11.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

11.6 Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

11.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

11.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

12 Signatures: The undersigned for each party represents and warrants that this

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Participating Addendum is valid and legal agreement binding the Party and enforceable in accordance with the Participating Addendum's terms and conditions and the undersigned is duly authorized and has legal capacity to execute and bind the Party hereto.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Jared Watts</i>	Signature: Signed by: <i>Jennifer Krystofiak</i> 68780346CB88428...
Name: Jared Watts	Name: Jennifer Krystofiak
Title: Contract Administrator	Title: Director, Public Sector Sales
Date: 05/19/2026	Date: 19 May 2026

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.