

PARTICIPATING ADDENDUM
MINNESOTA NASPO VALUEPOINT FOR COMPUTER EQUIPMENT
Between the State of Minnesota and
IBM CORPORATION

MN NASPO VALUEPOINT No. MNWNC-116

STATE OF MN PARTICIPATING ADDENDUM NO. 97230

1. **SCOPE:** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") resulting in this Master Agreement Award. Evaluation was conducted by a multi-state sourcing team resulting in the Minnesota NASPO ValuePoint Master Agreements. Computer Equipment included under this Agreement includes the following in addition to related peripherals and services:

BAND 4: SERVER BAND 5: STORAGE

The NASPO ValuePoint site provides the original solicitation, responses, copies of the executed Master Agreements, restrictions, and pricing. Minnesota Agencies and CPV Members should review the Contract Release for further details.

Link to NASPO ValuePoint Vendor Page: <http://www-304.ibm.com/industries/publicsector/us/en/wscanaspo>

2. **EFFECTIVE DATE and CONTRACT PERIOD.** This Participating Addendum shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on the date of Participating Addendum execution through March 31, 2017 with the option to extend up to 36 months upon agreement by all parties and duly executed amendment.

3. **ORDER OF PRECEDENCE**

1. A Participating Entity's Participating Addendum ("PA"); a Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **STATE AUTHORIZED REPRESENTATIVE AND PRIMARY CONTACT:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Lea Halverson, or successor
Title: Acquisition Management Specialist
Address: Minnesota Department of Administration
 Materials Management Division
 50 Sherburne Ave., 112 Administration Bldg.
 St. Paul, MN 55155
Telephone: 651.201.2444
E-mail: lea.halverson@state.mn.us

5. VENDOR AUTHORIZED REPRESENTATIVE AND PRIMARY CONTACT:

Name: Karen Schneider
Title: Contract Administrator
Telephone: 720.397.5563
E-mail: kasch@us.ibm.com

6. ADDITIONAL TERMS: The additional terms and conditions contained in Minnesota Exhibit A is attached, and are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, the Order of Precedence prevails. For purchases made under this Minnesota Purchasing Addendum, in the event that any provision of the Minnesota Participating Addendum or NASPO ValuePoint Master Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law. The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law.

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

<p>1. Contract Vendor: The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p>	<p>2. Government Entity: State of Minnesota Materials Management Division In accordance with Minn. Stat. §16C.03, Subd. 3.</p>
<p>By: <u><i>K. Schneider</i></u> Signature Karen Schneider Printed Name</p>	<p>By: <u><i>J. Kahle</i></u></p>
<p>Title: NASPO ValuePoint Program Manager</p>	<p>Title: <u>Acquisition Management Specialist</u></p>
<p>Date: <u>18 Aug 2015</u></p>	<p>Date: <u>8/19/15</u></p>
<p>By: _____ Signature Printed Name</p>	<p>3. State of Minnesota Commissioner of Administration Or delegated representative.</p>
<p>Title: _____</p>	<p>By: <u><i>D. A. Heen</i></u></p>
<p>Date: _____</p>	<p>Date: <u>8/19/15</u></p>
	<p>4. State of Minnesota Chief Information Officer Or delegated representative.</p>
	<p>By: <u><i>Chin Bui</i></u></p>
	<p>Date: <u>10/1/15</u></p>

MINNESOTA EXHIBIT A

ADDITIONAL TERMS

1. **CPV MEMBERS.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Materials Management Division (MMD) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the MMD website at www.mmd.admin.state.mn.us.
2. **OFFICE OF MN.IT SERVICES.** Minnesota's Information Technology agency. The Office of MN.IT Services is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minnesota Statute section 16E.016(a).
3. **PARTNER UTILIZATION.** The Contract Vendor will either sell direct or may utilize a defined list of Agent(s). The Contract Vendor must ensure that Agents: are properly trained on proper handling of master agreement performance, and have a duty of good faith towards the Master Agreement. All purchase orders, invoices and payments must be exclusively between the Contract Vendor and the customer; an Agent cannot accept a purchase order, invoice or accept payment. The Contract Vendor must ensure that all sales initiated by an Agent are be clearly defined in the State's required reports, including but not limited to administration fees payable to the State; the Agents must be clearly listed on the contract vendor provided website.
4. **LEASES.** Leases are not allowed under this Master Agreement. If the State determines to lease at a later date an amendment may be executed detailing leasing allowance.
5. **RESTRICTIONS:**

CLOUD SERVICES: No configuration supplied under this contract will include Cloud Services functionality. "Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>) and any other software, hosting service, subscription or other service or product by which Contract Vendor stores, transmits, processes or otherwise has access to State data.

PROFESSIONAL TECHNICAL SERVICES: Professional/Technical Services may be obtained under this Participating Addendum under these conditions: services must be related to the equipment and/or software purchased from this Contract and be limited to \$50,000 or less per project. Based on the size, scope and complexity of the project, the State (Department of Administration, Materials Management Division) reserves the right, on a case by case basis, to approve dollar limits exceeding \$50,000 per project. State Agencies must encumber and execute a Professional Technical Services Work Order for amounts over \$5000 (under \$5000 may be encumbered on a Purchase Order). A sample Work Order has been attached as Exhibit C to refine the scope, terms and conditions of the project. All services provided by the Contract Vendor under a Work Order must be performed to the State's satisfaction, as determined at the discretion of the State's Authorized Representative or designee and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. A Work Order may not modify or diminish any terms of the Participating Addendum or the Master Agreement, and may not have an expiration date that goes beyond the expiration date of the Participating Addendum.
6. **IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at http://mn.gov/mnit/images/Stnd_State_Accessibility.pdf or <http://mn.gov/mnit/> that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to desktop and portable computers, web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the products/software/subscriptions available through the Agreement, Contract Vendor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, Contract Vendor agrees to provide alternative solutions upon request at no additional charge to the State.

Upon request by the Participating Entity, the Contract Vendor must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

7. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

Conditions of Payment. All goods and services provided by the Contract Vendor under this Contract must be delivered and performed in accordance with the Contract as determined by the sole discretion of the Purchasing Entity's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State. The Contract Vendor will not receive payment for goods or services found by the Purchasing Entity to be unsatisfactory or performed in violation of federal, state, or local law.

Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), for Professional and Technical services performed under the terms of this Contract, no more than 90 percent of the amount due for those Professional and Technical Services may be paid until the final product has been reviewed by the Purchasing Entity. The balance due will be paid when the Purchasing Entity determines that the Contract Vendor has satisfactorily fulfilled those Professional and Technical Services.

8. **TAXES.** State Agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid directly to the Department of Revenue using Direct Pay Permit #1114, unless otherwise instructed in the Contract. If orders are issued by CPV Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.
9. **MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Materials Management Division, a fee of 1% (0.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. As required in Exhibit F of the Master Agreement, Contract Vendor will provide quarterly a report of Minnesota detailed sales utilizing the established NASPO ValuePoint Detailed Sales Reporting Template.

In addition to the detailed sales report, Contract Vendor must submit a "Summary Usage Report" utilizing the template provided in Exhibit B of the MN Participating Addendum. Include a breakdown of purchases by State Agency and Others (Others include MN Cooperative Purchasing Venture Members (CPV) which are Higher Education, K-12, City, County and certain non-profits entities).

10. **E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on MMD website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

11. **SUBCONTRACTOR PAYMENT (When Applicable).** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and

prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor, the State shall provide the Contract Vendor written notice that payment will be made directly for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

12. FEDERAL FUNDS. Payments under this Contract may be made from federal funds obtained by the State. The Contract Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

13. FUNDING OUT CLAUSE. Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

14. SUPPLY CHAIN SECURITY.

Security Practices and Preventive Controls

The Contract Vendor will use reasonable commercial efforts to ensure that the Contract Vendor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contract Vendor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract/Agreement. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State of Minnesota, Office of Enterprise Technology (OET d/b/a MN.IT Services or MN.IT) and the State of Minnesota, Department of Administration's Materials Management Division (MMD). To demonstrate certification/accreditation, Contract Vendor must provide to MMD and OET within one month following the effective date of this Contract/Agreement or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contract Vendor will promptly notify MMD and OET of any change to its certification/accreditation.

Alternatively, if Contract Vendor is not certified/accredited or loses certification/accreditation, Contract Vendor must complete an OET security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to OET's satisfaction.

Notification of Supply Chain Security Breach

To the extent Contract Vendor has prior notice of shipment of any goods and any knowledge of breach of supply chain security, Contract Vendor and its subcontractors will promptly notify MMD, OET, and the purchasing entity, if different from OET, of any breach of supply chain security involving State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

Return/Rejection of Goods

Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State of Minnesota in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, after the parties discuss reasonable alternatives including any potential courses of action to continue to provide goods to the State, the State may reject delivery of those goods and/or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely at the expense and responsibility of the Contract Vendor.

The State of Minnesota may instruct Contract Vendor, at Contract Vendor's expense, to sanitize or destroy returned goods and, upon request of OET and following completion of sanitization or destruction, Contract Vendor must provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to OET, if requested, within one month following the completion of sanitization/destruction.

At no additional expense to the State of Minnesota, Contract Vendor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach.

15. **SURVIVABILITY OF ORDER.** In the event the term of an order placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and continue in effect for such order until the term of that order expires.
16. **AUDIT COSTS.** If the State is required to pay Contract Vendor's audit and collection costs, and/or attorney's fees, the State is only required to pay such costs and/or fees up to an aggregate of \$5,000.
17. **NO MANDATORY MEDIATION OR ARBITRATION.** Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.
18. **STATE'S RIGHTS AND REMEDIES CUMULATIVE.** All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State, whether provided by law, equity, statute or otherwise.
19. **CONTRACT VENDOR DISCLAIMERS OF WARRANTIES INVALID.** Warranties for IBM standard commercial Products and Services are as set forth in the Master Agreement between the State of Minnesota and IBM Corporation. Such warranties are applicable to any transactions executed pursuant to this Participating Addendum. .
20. **RENEWAL COSTS FOR MAINTENANCE AND SUPPORT.** Contractor will present single and multi-year options for the State's consideration including price protection and/or price cap alternatives for hardware maintenance and support services including support of operating system software ("Maintenance and Support"). State has the option to combine maintenance under this agreement with the State's Master IBM Maintenance Agreement for these services (Contract # AY4XG9 and its successor) to meet the requirements of this agreement including price protection and/or price caps to standardize support, reduce total costs, and streamline contract management.

Subscription and support for non-operating system software options will be negotiated on an order by order basis given the wide bandwidth of product offerings.
21. **SOFTWARE LICENSES, VERSIONS AND UPDATES.** For those agreements that bind the State, Contract Vendor must provide Manufacturer and Software Publisher Agreements upon request by the State. Contract Vendor warrants that all hardware and software has the appropriate and necessary licenses permitting the State to use the hardware and software. All software must be the latest version at the time of delivery unless specified otherwise by the contract user. Maintenance and Support for software includes, but is not limited to, upgrades, updates, version changes, new releases, revisions, patches, fixes, or any other changes to the service/product.
22. **MAINTENANCE/SUPPORT AGREEMENT RESPONSIBILITIES.** The Contract Vendor shall be responsible for coordination and communication of maintenance/support agreement information between the Manufacturer, Software Publisher and the State. This includes the following minimum requirements:

- a. Registration and Agreement Numbers; Period Dates: Provide the State with all Hardware and Software Publisher registration numbers, agreement numbers and maintenance agreement period dates. This activity shall occur when the maintenance/support is purchased or when the order transaction has been completed.
- b. Maintenance/Support Information: Provide the Authorized User with maintenance and support plan features, Manufacturer, and Software Publisher contact telephone numbers and websites for obtaining maintenance/support.
- c. Co-termination: Coordinate co-termination of the second (2nd) year of a maintenance/support contract with the State's fiscal year or other date specified by the State, if requested by the State.
- d. Contract Vendor must provide or facilitate product, support and maintenance coverage throughout the State of Minnesota, including greater Minnesota. Support, service and maintenance coverage shall not exclude any areas outside the seven county metro area.
- e. All defective products shall be repaired or replaced, at the State's election, at no additional cost to the State.
- f. The State does not agree to any automatic renewals which require the payment of additional fees.

23. INSURANCE. The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract. The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACTOR:

The Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this Contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contractor.

2. Automobile Liability Insurance:

The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverages:
 - Owned Automobile
 - Non-owned Automobile
 - Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contractor.

3. General Liability Insurance:

The Contractor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations
- B. Coverages
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - State of Minnesota named as an Additional Insured**

4. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

MINNESOTA EXHIBIT B
MN SUMMARY USAGE REPORT
(THIS CAN BE PROVIDED IN EXCEL FORMAT UPON REQUEST)

SUMMARY Usage Report for State of Minnesota

Note: this summary is IN ADDITION to the detailed report you currently submit

Date Report Created	MN PA#	Name of Contractor	FY Quarter	Date Range for Report	Total of all Orders (\$)	Applicable Administrative Fee (1%)	Total Administrative Fee Due
						1.00%	\$ -
				State Agency			
				Others*			

*Others include MN Cooperative Purchasing Venture Members (CPV) which consists of higher education, k-12, city, county, and certain non-profits.

INSTRUCTIONS:

1	Quarterly Reports and corresponding Administrative Fees are due within 30 days following the end of the previous quarter.															
2	The State of Minnesota utilizes a Fiscal Year calendar, July 1 - June 30:															
	<table border="1" style="width: 100%;"> <thead> <tr> <th>Fiscal Year Quarters</th> <th>Report Due:</th> <th>Check Due:</th> </tr> </thead> <tbody> <tr> <td>FYQ1 July - Sept</td> <td>October 31st</td> <td>October 31st</td> </tr> <tr> <td>FYQ2 Oct - Dec</td> <td>January 31st</td> <td>January 31st</td> </tr> <tr> <td>FYQ3 Jan - March</td> <td>April 30th</td> <td>April 30th</td> </tr> <tr> <td>FYQ4 April - June</td> <td>July 31st</td> <td>July 31st</td> </tr> </tbody> </table>	Fiscal Year Quarters	Report Due:	Check Due:	FYQ1 July - Sept	October 31st	October 31st	FYQ2 Oct - Dec	January 31st	January 31st	FYQ3 Jan - March	April 30th	April 30th	FYQ4 April - June	July 31st	July 31st
Fiscal Year Quarters	Report Due:	Check Due:														
FYQ1 July - Sept	October 31st	October 31st														
FYQ2 Oct - Dec	January 31st	January 31st														
FYQ3 Jan - March	April 30th	April 30th														
FYQ4 April - June	July 31st	July 31st														
3	Please identify the FY Quarter applicable to your Report; as well as the date range for orders reported on this form.															
4	This is a SUMMARY report which should appear as the first page of your DETAILED report.															
5	Submit this quarterly summary report along with your detailed report via e-mail to the MN Participating Addendum Administrator.															

MINNESOTA EXHIBIT C

SWIFT Contract No. _____

**SAMPLE
STATE OF MINNESOTA
WORK ORDER CONTRACT FOR
PROFESSIONAL AND TECHNICAL SERVICES
RELATED TO THE PURCHASE OF COMPUTER EQUIPMENT
UNDER THE MN NASPO VALUEPOINT PARTICIPATING ADDENDUM**

This work order contract is between the State of Minnesota, acting through its **[FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: "commissioner of _____" OR "director of _____,"]** ("State") and **IBM CORPORATION** ("Contractor"). This work order contract is issued under the authority of Participating Addendum # _____ and is subject to all provisions of the Master Agreement and Minnesota Participating Addendum which are incorporated by reference.

Work Order Contract

1 Term of Contract

- 1.1 **Effective date:** **[SPELL OUT FULL DATE (e.g., April 1, 2001)],** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** **[SPELL OUT FULL DATE (e.g., April 1, 2001)],** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES.DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) INCORPORATE AN EXHIBIT.

3 Consideration and Payment

- 3.1 **Consideration.** The State will pay for all services performed by the Contractor under this work order contract as follows:

Compensation. The Contractor will be paid **[EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "an hourly rate of \$ _____ up to a maximum of _____ hours, not to exceed \$ _____;" or "a lump sum of \$ _____." Or "According to the breakdown of costs contained in Exhibit X."]**

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ **[INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "\$0.00"]**.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$[THIS MUST BE THE TOTAL OF 3.1(A) AND 3.1(B) ABOVE]. NOT TO EXCEED \$50,000 PER MN PARTICIPATING ADDENDUM RESTRICTIONS.

- 3.2. **a. Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]**
- b. Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Work Order may be paid until the final product of this Work Order has been reviewed by the State's agency head or designee. The balance due will be paid when the State's agency head or designee determines that the Contractor has satisfactorily fulfilled all the terms of this Work Order.

4 Project Managers

The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

5 Intellectual Property – [IF MASTER AGREEMENT TERM IS NOT SUFFICIENT FOR THIS PROJECT, A NEW TERM MAY BE NEGOTIATED.]

6 Data Security – [IF APPLICABLE TO THIS PROJECT A DATA SECURITY TERM WILL NEED TO BE NEGOTIATED]

7 Insurance - [IF PARTICIPATING ADDENDUM INSURANCE IS NOT SUFFICIENT FOR THIS PROJECT, A NEW REQUIREMENT MAY BE INCLUDED E.G. CYBER SECURITY RELATED]

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract No. _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. CONTRACTOR

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

By: _____