

AMENDMENT NO. 11 TO CONTRACT NO. 17478 RELEASE NO. C-753(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and IBM Corporation, 650 Third Avenue, Minneapolis, MN 55402 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 17478, April 1, 2009, through September 30, 2017 ("Contract"), to provide Computer IBM Mainframe & Midrange Hardware, Software, Maintenance and Project Support Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. 17478 is extended through September 30, 2019, with contract pricing at the current GSA Schedule GS-35F-110DA or lower.
2. The following clause is hereby incorporated as the last clause of Exhibit A to the Notification of Award:

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

3. All other terms and conditions remain unchanged.

This Amendment is effective beginning October 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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