

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNWNC-116  
IBM Corporation  
(hereinafter "Contractor")  
And  
State of Missouri  
(hereinafter "Participating State/Entity")

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1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: Computer Equipment, Peripherals, and Related Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments authorized by Missouri statutes to use state contracts are subject to the prior approval of the state's Director of the Division of Purchasing. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing for the State of Missouri.

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 except for those within the Participating Addendum. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

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(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

- a. For the informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- b. Missouri Statewide Contract Quarterly Administrative Fee:
  - 1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all invoices by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
  - 2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total invoices (minus returns and credits) submitted by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee will be paid to the Division of Purchasing, no later than the last calendar day of the month immediately following the end of the calendar quarter, unless the last calendar day is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline
  - 3) Payments shall be made using one of the following acceptable payment methods:
    - **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 - 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
    - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
  - 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
  - 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

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The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total invoices (minus returns and credits) submitted by the contractor to state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total invoices (minus returns and credits) submitted by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the last calendar day of the month following the reporting quarter entered on the report, unless the last calendar day is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809
- OR
- Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

The Contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor and mutual agreement by the Contractor which shall not be unreasonably withheld. The contractor agrees that Division of Purchasing reserves the right to request modifications to the format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report, the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. If and to the extent the contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and

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the Division of Purchasing. All amendments shall be in writing.

c. Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing in the same format and containing the same information as is provided in the NASPO ValuePoint report.
- 2) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the last calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the last day is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 3) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).

The contractor shall agree that the Division of Purchasing reserves the right to request a modification to the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. Final modifications shall be mutually agreed to in writing. The contractor agrees that Division of Purchasing reserves the right to request modifications to the format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report, the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. If and to the extent the contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

5. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Karen A. Schneider
Address	4660 La Jolla Village Drive, Ste. 300, San Diego, CA 92122

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Telephone	720-397-5563
Fax	N/A
E-mail	kasch@us.ibm.com

Participating Entity

Name	Paul Linhardt
Address	301 W High St, Room 630
Telephone	573-751-4578
Fax	573-526-9816
E-mail	Paul.Linhardt@oa.mo.gov

6. Partner Utilization:

Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State will define the process to add and remove partners. The Contractor will identify and define the partner program(s) available. Approved partners will be listed along with instruction on how to utilize those partners on the Contractor's web site for this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

The State of Missouri does not limited contractor partners except that they must be based (have an office) in the State of Missouri.

7. Terms.

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with the applicable laws of the State of Missouri.

8. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement must have the NASPO Master Agreement contract number on the Purchase Order in order to deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

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

Participating Entity: State of Missouri	Contractor: IBM Corp.
By: <i>Karen S. Boeger</i>	By: <i>Karen Schneider</i>
Name: <i>Karen S. Boeger</i>	Name: <i>Karen Schneider</i>

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	Karen Schneider
Title: <i>Director, Division of Purchasing</i>	Title: NASPO ValuePoint Program Manager
Date: <i>12/4/15</i>	Date: <i>11/30/2015</i>

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EXHIBIT A

**Missouri Economic Impact:** The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and IBM Corp is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.  
\_\_\_\_\_ IBM has 934 employees currently in Missouri.  
\_\_\_\_\_  
\_\_\_\_\_
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number \_\_\_\_\_  
None \_\_\_\_\_
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. End user customers eligible to use this agreement are tax exempt because they are in the Public Sector. However, IBM and any employees of IBM or any business partners who are based in Missouri and may be utilized under this agreement will be responsible for any possible state or local employment or income taxes which may apply.  
\_\_\_\_\_
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:  
**IBM sells these standard commercial hardware and software Products to customers worldwide. Such Products are manufactured and/or produced around the world. There are no specific State of Missouri organizations used in the manufacture of these Products.**  
\_\_\_\_\_
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:  
**IBM sells these standard commercial hardware and software Products to customers worldwide. Such Products are manufactured and/or produced around the world. There are no specific State of Missouri organizations used in the manufacture of these Products.**  
\_\_\_\_\_

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6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:  
**IBM sells these standard commercial hardware and software Products to customers worldwide. Such Products are manufactured and/or produced around the world. There are no specific State of Missouri organizations used in the manufacture of these Products.**