



Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

September 3, 2019

Mr. Matthew Bailey  
IBM Corporation  
650 Third Avenue  
Minneapolis, MN 55402

Dear Mr. Bailey:

The following documents are enclosed for you to complete and return:

- Amendment to SWIFT Contract No. 17478, Release No. C-753(5)
- Workforce Certificate Information Form

Please sign and return all documents, via email, to [david.sisk@state.mn.us](mailto:david.sisk@state.mn.us) by Tuesday September 10, 2019.

- Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the solicitation, is required now to complete the Contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to: [osp.insurance@state.mn.us](mailto:osp.insurance@state.mn.us). No Contract will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

David Sisk  
Buyer II  
Enclosure

## INSTRUCTIONS

**Return the signed sets of documents to the OSP office.**

### **REQUIRED SIGNATURES:**

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
  - ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.
- If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:
- A corporate power of attorney, or
  - A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.

AMENDMENT NO. 12 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, 2019 ("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 December 20, 2020, at the same prices, terms, and conditions.

This Amendment is effective beginning October 1, 2019, 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.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. IBM CORPORATION**

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

By: [Signature]  
Signature

MATTHEW J. BAILEY  
Printed Name

Title: CLIENT EXECUTIVE

Date: Sept 5, 2019

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]

Title: Acquisition Management Specialist / Buyer

Date: 9-10-2019

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: [Signature]

Date: 9/26/19

# STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: \_\_\_\_\_ Date: IBM / Sept 5, 2019

Authorized Signature: [Signature]

Telephone number: 651-272-8502

Printed Name and Title: MATTHEW DONLEY, VICE PRES

Email: mattdonley@us.ibm.com

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>  
Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TC Metro: 651-539-1095

Toll Free: 800-657-3704  
TTY: 651-296-1283

## DELEGATION OF AUTHORITY

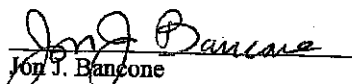
I, Jon J. Bancone, Vice President, Assistant General Counsel, IBM North America Sales & Distribution, do hereby certify that said Vice President, Assistant General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, and those certain Letters of Authority dated November 15, 1995, and May 6, 2011, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including, but not limited, to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument reasonably related to, or performed in accordance with, the job duties, and/or responsibilities of the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President  
Treasurer  
Vice President  
General Manager  
Chief Financial Officer

Position titles that include the words:

Attorney  
Business Operations Manager  
Client Manager  
Client Relationship Representative  
Contract Administrator  
Contract Professional  
Contracts & Negotiations  
Counsel  
Customer Fulfillment Manager; Customer Fulfillment Professional  
Deal Maker  
Director  
Executive  
IT Architect  
IT Consultant  
IT Specialist  
Operations Manager  
Operations Specialist  
Partner  
Portfolio Specialist  
Practice Leader  
Practice Manager  
Program Manager  
Project Manager  
Quality Assurance Manager; Quality Assurance Representative  
RFS Operations Specialist  
RFS Portfolio Specialist  
Sales Manager  
Sales Representative  
Sales Specialist  
Software Client Leader (SCL)  
Service Delivery Manager  
Software Engineer  
Solution Representative  
System Service Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this 24 day of February, 2016.

  
Jon J. Bancone  
Vice President, Assistant General Counsel  
IBM North America Sales and Distribution





Minnesota Department of  
**HUMAN RIGHTS**

September 28, 2015

**IBM CORPORATION (105) SYSTEMS GROUP DEVELOPMENT**  
3039 CORNWALLIS RD  
BLDG 002  
RESEARCH TRIANGLE PK, NC 27709  
ATTN: Colleen Burgess

**RE: Workforce Certificate of Compliance**

Congratulations, the Minnesota Department of Human Rights has reviewed and approved your business's application for a Workforce Certificate of Compliance. This Certificate allows you to execute contracts with the State of Minnesota; state agencies, state departments and metropolitan agencies, that are likely to exceed \$100,000.

Please be aware that the Department will periodically request information from you to ensure compliance with equal employment opportunity laws and your good faith efforts to implement your Affirmative Action Plan.

For information regarding the reports and forms the Department will periodically request from you on a monthly or yearly basis, go to the Department's website at [www.mn.gov/mdhr/compliance](http://www.mn.gov/mdhr/compliance). If you have any questions or need additional information, please contact Compliance Services at 651-539-1095 or [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner  
Minnesota Department of Human Rights

Enclosures: Certificate of Compliance  
Posters (2)

AN EQUAL OPPORTUNITY EMPLOYER



Minnesota Department of  
**HUMAN RIGHTS**

## **WORKFORCE** **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **IBM CORPORATION (105) SYSTEMS GROUP DEVELOPMENT** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A, for the time period between **9/28/2015** and **9/27/2019**.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER







## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	<b>NAMED INSURED</b> International Business Machines Corp. & any other subsidiary corp. majority owned or controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States
<b>EFFECTIVE DATE:</b> Various (see prior page)	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

State of Minnesota is hereby listed as an additional insured on the Commercial General Liability Insurance Policy issued in the USA but only to the extent the interests may appear.

State of Minnesota is hereby listed as an additional insured on the Automobile Liability Insurance Policy issued in the USA but only to the extent the interests may appear.

With respect to Voluntary Compensation and Contingent Employers Liability:  
All operations incidental to the conduct of Named Insured's business outside the United States of America.

If there is a question regarding this certificate please contact Matthew Bailey  
(Email: [mjbailey@us.ibm.com](mailto:mjbailey@us.ibm.com) Phone: 651-272-8502)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured International Business Machines Corporation			Endorsement Number 1
Policy Symbol ISA	Policy Number H25275810	Policy Period 05/21/2019 TO 05/21/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative