NASPO ValuePoint
PARTICIPATING ADDENDUM

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services)

FEBRUARY 1, 2024 TO JUNE 30, 2025

Led by the State of Minnesota

Master Agreement No.: 23013 **Minnesota Contract No.:** 239222

Contractor: Lenovo (United States) Inc.

Participating Entity: State of Minnesota

The following products or services are included in this contract portfolio:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services), in the following Band(s):

- Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
- Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State" or "Participating Entity") and Lenovo (United States) Inc., whose designated business address is 8001 Development Drive, Morrisville, NC 27560 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

STATE OF MINNESOTA
PARTICIPATING ADDENDUM

1. **Scope of Work.**

This Participating Addendum ("Participating Addendum" or "Contract") covers Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) led by the State of Minnesota ("Lead State") for use by state agencies and Cooperative Purchasing Venture Members as defined in Paragraph 1.1 of Minnesota Exhibit A. The NASPO ValuePoint Master Agreement is also referred to by the capitalized terms "Master Agreement" within this Contract.

Capitalized terms shall have the same meaning as defined in the Master Agreement unless otherwise defined herein.

2. **Participation.**

This Contract to the Master Agreement may be used upon approval from the State Chief Procurement Official by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

3. **Term of Contract.**

This Contract is effective as of the date of the last signature below or February 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. **Authorized Representative.**

4.1 Contractor's Authorized Representative. The Contractor's Authorized Representative is identified below, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

Name:	Coco Peterson
Address:	8001 Development Drive, Morrisville, NC 27560
Telephone:	(512) 796-6956
Email:	Cpeterson1@lenovo.com

4.2 State's Authorized Representative. The State's Authorized Representative is identified below, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance. If applicable, the Ordering Entity will identify a Project Manager in each Order.

Name:	Erin McCormack
Address:	50 Sherburne Ave, Suite 112, Saint Paul, MN 55155
Telephone:	(651) 201-3168
Email:	erin.mccormack@state.mn.us

5. **Scope.**

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

5.1 Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

5.2 Equipment Leasing. Equipment leasing is allowed under this Participating Addendum at the option of the Ordering Entity. Such lease must be done through a separate written lease agreement entered into between Contractor and the Ordering Entity. The terms of the lease agreement must incorporate the terms of this Contract.

5.3 Equipment Trade-in Program. If requested in writing by the ordering entity, the Contractor may allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case-by-case basis, and the ordering entity has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee express or implied.

Title to the trade-in equipment will transfer to the Contractor when the new equipment is delivered and accepted by the ordering entity, unless otherwise agreed to in writing by the Contractor and the ordering entity. The ordering entity assumes all costs associated with the title transfer of the trade-in equipment unless otherwise agreed to in writing by the Contractor and the ordering entity. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

5.4 Contractor Partners. The Contractor may sell direct and may utilize a defined list of authorized partners to provide goods and services.

5.4.1 Authorized Partner. An Authorized Partner may be an agent, distributor, reseller, or tiered partner that is authorized by the Contractor to sell products, maintenance, or services on behalf of the Contractor. An Authorized Partner is an agent of the Contractor, not the State. An Authorized Partner may work with its own authorized resellers.

5.4.2 List of Authorized Partners. If the Contractor intends to utilize a partner to accept or fulfill an order for goods or services, the Contractor must submit to the State a list of such partners for review. The State will maintain a list of all partners approved as Authorized Partners ("Authorized Partner List"). Only the Contractor or its Authorized Partners may provide goods and services under this contract.

The Contractor must provide a sample quote and invoice from each proposed partner before the State approves the partner as an Authorized Partner. The sample quote and invoice must contain the minimum following information and will be attached to the Contract.

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

The Contractor may update the list of Authorized Partners to add or remove a partner at any time during the Contract period by submitting a revised Authorized Partner List to the State. A revision to the Authorized Partner List under this paragraph does not need be made through a written amendment to the Contract. The State reserves the right to review and approve any new partner prior to accepting the revised Authorized Partner List. The State will not unreasonably deny the addition of a new partner unless the proposed new partner is listed on the State or the federal debarment list. A revised Authorized Partner List must be accepted in writing by the State before it is effective.

5.4.3 Training Program and Contractual Agreement. The Contractor must have a training program and a contractual agreement with its Authorized Partners. The training program and contractual agreement must include but is not limited to an Authorized Partner's responsibilities and compliance with applicable State and federal laws. Applicable State and federal laws, include but are not limited to the Minnesota Government Data Practices Act, FERPA, HIPAA, and Worker's Compensation. The Contractor is liable and responsible for its Authorized Partner's compliance with such laws.

5.4.4 Compliance with the Contract. The Contractor is responsible and liable for its Authorized Partner's compliance with the specifications, warranties, and requirements contained in the Contract between the Contractor and the State.

5.4.5 Purchase Orders and Payment. An Authorized Partner may accept a purchase order or invoice or accept payment. The Contractor must ensure that all sales initiated by an Authorized Partner must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

5.5 Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

5.6 Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

6. **Governing Law and Jurisdiction.**
The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

7. **Orders.**

7.1 Ordering Entities may place orders under this Contract by referencing the Minnesota Contract Number on an Order. Each Order placed under this Contract is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

7.2 In the event that any provision of Contractor's ordering document is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement, and duly executed Contractor's ordering documents shall be read as cumulative and complimentary to the extent possible, with conflicts resolved in favor of the Contract.

8. **Usage Reports.**
Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and

- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

9. **Administrative Fee.**

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

10. **Survival of Terms.**

The following sections survive the expiration or cancellation of this Contract and all Orders: Indemnification, Data Disclosure, State Audits, Government Data Practices, Governing Law and Jurisdiction, Intellectual Property Indemnification, Publicity and Endorsement, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.

11. **Entire Agreement.**

By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.

12. **Submission of Participating Addendum to NASPO ValuePoint.**

Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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.

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

1. Lenovo (United States) Inc. (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.

Print name: Anthony Pichardo

Signature: DocuSigned by: Anthony Pichardo 92BAAFDF239C494...

Title: Sr. Sales Director Date: 4/8/2024

2. State of Minnesota, Office of State Procurement
In accordance with Minn. Stat.§ 16C.03, Subd. 3.

Print name: Erin McCormack

Signature: DocuSigned by: Erin McCormack CDDD8C37EC4D45B...

Title: Acq Mgmt Specialist Date: 4/8/2024

3. State of Minnesota, Commissioner of Administration
Or delegated representative.

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 4/8/2024

Minnesota Exhibit A

1. **Definitions.**

1.1 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 Office of State Procurement (OSP) 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. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

2. **Prompt Payment and Invoicing.**

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document. All services delivered under an Order must be performed to the State's satisfaction 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. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

2.2 Invoicing. The invoice must be in the same format as the sample invoice attached to Supplement 2 to Exhibit A, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit A, Supplement 2, for a list of minimum invoice requirements.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under an Order may be paid until the final product of an Order has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract and the Order.

3. **No Automatic Renewals.**
The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. **Assignment and Amendments.**

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5. **Termination.**

5.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

5.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to cancel the Contract or purchase order, or any portion of it, if Contractor does not cure the default within 30 days of notice of default. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

5.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

6. **Indemnification.**
In addition to Paragraph 34 of Exhibit A to the Master Agreement, nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. **Delivery.**

7.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery.

7.2 No substitutions or cancellations are permitted without approval of the Ordering Entity.

7.3 Back orders, failure to meet delivery requirements, or failure to meet specifications in the purchase order or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor.

8. **Warranty.**
The Contractor warrants to the Ordering Entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and in accordance with Section 21 (Warranty) of the Master Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. **Items Offered as New.**
All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

10. **Subcontracting and Subcontract Payment.**

10.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract. The list of approved subcontractors is attached and incorporated into this Contract as Supplement 3 to Exhibit A.

10.1.1 After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

10.1.2 The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

10.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

11. **Data Disclosure.**
Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

12. **Intellectual Property Rights and Intellectual Property Indemnification.**

12.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

12.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

12.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

12.2 Intellectual Property Rights. Contractor and its suppliers retain ownership of all their Pre-Existing Intellectual Property as well as intellectual property rights that were developed outside of this Contract and any modifications or enhancements of such intellectual property that may be made under this Contract. Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license to use Contract's Pre-Existing Intellectual Property to the extent they are embedded in any products, material, equipment, or services provided by Contractor under this Contract.

13. **Copyright.**
The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

14. **Endorsement.**

14.1 Endorsement. The Contractor must not claim that the State endorses its products or services, or make any representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Contract without the prior written consent of the State's Authorized Representative. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices. Any publicity regarding this Contract must identify the State as the sponsoring entity and shall not be released without the State's Authorized Representatives prior written approval. For the purposes of this section, "publicity" shall include informational pamphlets, press releases, information posted on corporate or other websites, reports, signs, and similar public communication prepared by or for the Contractor with respect to the products and services that are provided as a result of this Contract.

15. **Contractor's Documents.**
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the Ordering Entity. Any such agreement or document must not be construed to deprive the Ordering Entity of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded by Minnesota law. An Ordering Entity's employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Ordering Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

16. **Insurance.**
If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.

17. **Pricing Changes.**

No discount reductions are allowed unless approved by the Lead State for the Master Agreement and adopted by the State of Minnesota through a fully executed amendment to this Contract.

18. **Taxes.**
Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

19. **E-Verify Certification.**
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor 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. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

20. **Diverse Spending Reporting.**
If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

21. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**
Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

22. **Federal Funds.**
Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, an Ordering Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

22.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

22.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

23. **Supply Chain Security.**
Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

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

Contractor 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. 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, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)(“MN.IT”) and the State, Department of Administration’s Office of State Procurement (“OSP”). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT 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 MN.IT’s satisfaction.

23.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. 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.

23.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods 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 the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall 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 MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor 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. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

24. **Security and Data Protection.**

Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

24.1 For the purposes of this Security and Data Protection section, the following terms have the following meanings:

24.1.1 “Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

24.1.2 “State” means the State, or a cooperative purchasing venture (“CPV”) member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

24.1.3 “Data” has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

24.1.4 “Not public data” has the meaning in Minn. Stat. § 13.02, subd. 8a.

24.1.5 "Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor’s service(s); or (4) any similar or related incident.

24.1.6 "Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

24.2 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State’s specific request.

All State data, including copies, summaries, and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor’s sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State’s data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State’s instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

24.3 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief

Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

24.4 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), ISO/IEC 27002:2022 Information Security, Cybersecurity and Privacy Protection, or Control Objectives for Information and Related Technology ("COBIT").

24.5 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

24.6 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

24.7 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

24.8 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

24.9 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

24.10 Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

24.11 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

24.12 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities, and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, no more than one (1) time per calendar year, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

24.13 Background Checks. Contractor represents that it has conducted background investigations into all of Contractor's employees, and that it will require any subcontractors to conduct background investigations into any of such subcontractor's employees, that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records. I

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

24.14 , Contractor must promptly remediate any and all vulnerabilities. Contractor should follow best practices for application code review and the most current version of the OWASP top 10.

24.15 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with the applicable State of Minnesota Information Security Policy & Standards incorporated herein by reference and available at https://mn.gov/mnit/government/policies/security/.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State date subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

25. **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 and Ordering Entity, whether provided by law, equity, statute or otherwise.

26. **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.

Minnesota Exhibit A, Supplement 1
Insurance Requirements

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide 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 State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and 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.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

2.1 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.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

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

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State 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;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's 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 Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An 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.

4. **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **Commercial General Liability Insurance.** Contractor is required to 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. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list___________________________________
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **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, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

$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 Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota 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 herein and provide the State with a certificate of insurance.

4.4 **Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

$2,000,000 per occurrence
$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Minnesota Exhibit A, Supplement 2
Sample Quote and Invoice

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Price after discount

Exhibit A, Supplement 2
Sample Quote

Customer Name: [redacted]
Customer Number: [redacted]

Lenovo (United States) Inc.

Bid Request No. [redacted]
Created On: 07-Aug-2023
Last Updated: 07-Aug-2023
Lenovo Master Contract No. [redacted]
Customer Contract No. [redacted]

Sales Representative: [redacted]
Phone Number: [redacted]
Email: [redacted]
Lenovo Pricing Contract: [redacted]
Lenovo Contract Code: [redacted]

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email if you need further assistance.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	List Price	Unit Price	End Date	Total
63B3GAR6US	ThinkVision P24h-30 23.8 inch Monitor	F	1	[redacted]	[redacted]	29-Sep-2023	[redacted]
62C1GAR6US	ThinkVision P40w-20 39.7" 5K2K Ultra-Wide Curved Monitor	F	1	[redacted]	[redacted]	30-Apr-2024	[redacted]
63DBRAR1US	ThinkVision P49w-30 49-inch DQHD Thunderbolt4™ ultra wide Monitor	F	1	[redacted]	[redacted]	06-Aug-2024	[redacted]
						Grand Total	[redacted]

TERMS AND CONDITIONS

Prices quoted are valid through 06-Oct-2023 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.
Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf

Thank you for choosing Lenovo!

DocuSign Envelope ID: 239E882F-E0EA-456F-BF1D-DA8F58825676

[redacted]

Lenovo (United States) Inc.

Exhibit A, Supplement 2
Sample Invoice

Ship To [redacted]

Invoice No [redacted]
Invoice Date 10/10/2023
Send Payment to: Lenovo (United States) Inc.
P.O. Box 643055
Pittsburgh, PA
15264-3055

Invoice To [redacted]

For questions about your invoice
call: Lenovo Accounts Receivable
1-800-426-9735
email: naar@lenovo.com

SAP Customer # : [redacted]
SAP Customer Name : [redacted]
Delivery # : [redacted]
Lenovo Order # : [redacted]
PO # [redacted]
Agreement # :
License # :

Product	Description	QTY	Unit price / Discount Amt	Amount / Discted Amt
63B3GAR-6US	P24h-30(D22238QP0)23.8inch Monitor-HDMI	75.00	[redacted]	[redacted]

Serial # V90CCB19 V90CCB1A V90CCB1B V90CCB1C V90CCB1D V90CCB1E V90CCB1F V90CCB1H V90CCB1K V90CCB1L V90CCB1M V90CCB1N V90CCB1P V90CCB1T V90CCB1V V90CCB1X V90CCB1Y V90CCB1Z V90CCB20 V90CCB21 V90CCB22 V90CCB23 V90CCB24 V90CCB25 V90CCB26 V90CCB27 V90CCB28 V90CCB29 V90CCB2A V90CCB2B V90CCB2C V90CCB2D V90CCB2E V90CCB2F V90CCB2K V90CCB2M V90CCB2P V90CCB2V V90CCB3N V90CCB3P V90CCB3R V90CCB3T V90CCB3V V90CCB3W V90CCB3X V90CCB3Z V90CCB41 V90CCB42 V90CCB43 V90CCB44 V90CCB45 V90CCB47 V90CCB48 V90CCB49 V90CCB4A V90CCB4B V90CCB4D V90CCB4E V90CCB4F V90CCB4H V90CCB4K V90CCB4L V90CCB4P V90CCB4R V90CCB4T V90CCB4V V90CCB4X V90CCB4Y V90CCB4Z V90CCB51 V90CCAZC V90CCAYX V90CCAYL V90CCAYE V90CCAYD

Contract # [redacted]

Summary:

Total of Products/Services [redacted]

Total Amount Due [redacted]

This invoice is issued as a result of the Lenovo CUSTOMER AGREEMENT or the equivalent agreement between us.

Remarks :
Lenovo Contract [redacted]

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Payment Terms :
30 days from date of invoice [redacted]
Payment due within terms (Late payment fee may apply)

ORIGINAL INVOICE