



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

February 14, 2024

SENT VIA EMAIL TO: rebecca.richey@avantorsciences.com

VWR International, LLC
Tiffany Bell
100 Matsonford Rd
Radnor, PA 19087

Dear Ms. Richey:

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

Participating Addendum 000000000000000000243321 (243321) for Laboratory Equipment and Supplies, Band 1 Full-Line Catalog and Band 2 Microscopes, through NASPO ValuePoint Contract No. MA MA2024005 for Laboratory Equipment and Supplies, Band 1 Full-Line Catalog and Band 2 Microscopes.

- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
 - Workforce and Equal Pay Declaration Page
 - Service and Delivery Form

Please sign and return **the** documents, **VIA EMAIL**, to Kathryn Kemerley at the following email address kathryn.kemerley@state.mn.us by **February 23, 2024**.

- A certificate of insurance from your insurer, in the amounts called for in the Contract, ***is required now***.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

K. Kemerley

Kathryn Kemerley
Acquisition Management Specialist
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.

PARTICIPATING ADDENDUM**NASPO ValuePoint****For Laboratory Equipment and Supplies****Between the State of Minnesota and VWR International, LLC****NASPO ValuePoint Contract No. MA2024005****State of Minnesota Contract No. 243321**

1. **Scope:** Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Kathryn Kemerley or successor
 Title: Acquisition Management Specialist
 Address: Minnesota Department of Administration
 Office of State Procurement
 50 Sherburne Ave., 112 Administration Bldg.
 St. Paul, MN 55155
 Telephone: 651.201.3171
 E-mail: kathryn.kemerley@state.mn.us

4. **Responsible Contractor:** Pursuant to Minn. Stat. § 16C.285, Contractors must certify compliance with the following items:
 - 5.1 I am an owner or officer of the responding company, and I certify under oath that my company is in compliance with each of the applicable provisions as set forth in Minn. Stat. § 16C.285, subd. 3, and will provide verification upon request by the contracting agency.
 - 4.1.1. By signing the Certification section below, I am certifying that my company has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

Contact the Office of the Minnesota Secretary of State with questions about satisfying this requirement.

- 5.2 If my company retains subcontractors, I will submit a supplemental verification confirming subcontractor compliance with Minn. Stat. § 16C.285, subd. 5 (see Exhibit A, Supplement 2).
- 5.3 If my company retains additional subcontractors with which it will have a direct contractual relationship following contract award, I will submit supplemental verification confirming subcontractor compliance with Minn. Stat. § 16C.285, subd. 5, within 14 days after retaining any such additional subcontractors (see Exhibit A, Supplement 3).

Signing the section below constitutes a signed statement affirming compliance with each of the applicable provisions as set forth in Minn. Stat. § 16C.285, subd. 3.

5. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contractor and the State:

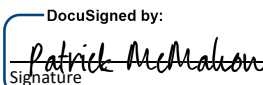
1. The Minnesota Participating Addendum
2. The NASPO ValuePoint Master Agreement
3. The NASPO ValuePoint Solicitation
4. Response to the NASPO ValuePoint Solicitation
 - a. Appendix A – Scope of Work VWR
 - b. Appendix B – Category: Discount Band 1
 - c. Appendix C – Category C: Category Discounts Band 2
 - d. Attachment H – Amendment 1: Offeror Technical Response Worksheet

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

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

1. Contractor:**VWR International, LLC.**

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

By: 
DocuSigned by:
Signature
08DE5A8414234ED...
Patrick McMahon
Printed Name

Title: VP, Commercial

Date: 6/5/2024

By: _____
Signature

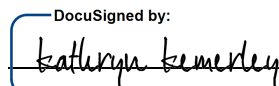
Printed Name

Title: _____

Date: _____

2. Government Entity:**State of Minnesota****Office of State Procurement**

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

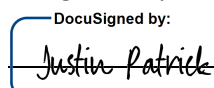
By: 
DocuSigned by:
657A9EA2374747F...

Title: Acquisition Management Specialist

Date: 6/18/2024

3. State of Minnesota**Commissioner of Administration**

Or delegated representative.

By: 
DocuSigned by:
D0517CF9A9854F3...

Date: 6/18/2024

Exhibit A
Minnesota General Terms, Conditions, and Specifications

1. Definitions.

- a. **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.
- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **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 Participating Addendum.
- e. **Contractor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

- 2. **Effective Date and Contract Period.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on March 1, 2024, or on the date of Participating Addendum execution, whichever is later, to February 28, 2029, with the option to extend up to 36 months, upon agreement by all parties.
- 3. **State Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Contractor’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.
- 4. **Assignment Of Antitrust.** Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has, or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.
- 5. **Insurance.** If applicable, prior to execution of the Participating Addendum, 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 Participating Addendum.

6. Indemnification

- 6.1. In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims, including third party claims, or causes of action, including reasonable attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
- Intentional, willful, or negligent acts or omissions; or
 - Actions that give rise to strict liability; or
 - Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event and to the extent the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

- 6.2. 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. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

9. **Risk Of Loss or Damage.** The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.
10. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
11. **Contract Use by State Agencies.** To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

12. Affirmative Action.

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 12.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 12.2. **General.** Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures

for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

- 12.3. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 12.3.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 12.3.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 12.3.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 12.3.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 12.3.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 12.4. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- 12.5. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

13. **Equal Pay Certification.** If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. Prompt Payment and Invoicing.

- 14.1. Prompt Payment. 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.

- 14.2. 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.

15. Compensation And Conditions of Payment

- 15.1. Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Appendix B – Category: Discount Band 1 and Appendix C – Category C: Category Discounts Band 2, which is attached and incorporated into this Contract.
- 15.2. Conditions of Payment. All duties performed by the Contractor under this Contract 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.

16. **Purchase Orders (PO).** The State requires that the Contractor not implement any minimum order requirements other than those imposed directly by manufacturers. No charges to process an individual purchase order will be imposed unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

17. **Purchasing Cards.** Contractor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card.

18. Taxes.

- 18.1. For Purchases which include installation: The State's Direct Pay permit will not apply for orders through this contract. The Contractor must include in their pricing any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized on a project.
- 18.2. For Purchases for Equipment only: 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").
- 18.3. If orders are issued by Cooperative Purchasing Venture (CPV) Members: The Contractor should confirm all of the tax requirements with the ordering entity.

19. **Shipping Requirements.** All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed, with all transportation and handling charges paid by the Contractor.

20. Additional Contract Terms.

- 20.1. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery.
- 20.2. No substitutions or cancellations are permitted without approval of the Ordering Entity.
- 20.3. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it and purchase elsewhere.
- 20.4. In the event of default, the State reserves the right to pursue any other remedy available by law.
- 20.5. A Contractor may be removed from the vendor's list, suspended, or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

21. Amendments, Waiver, and Contract Complete.

- 21.1. 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.
- 21.2. 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.
- 21.3. Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 21.4. Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

22. Intellectual Property Rights.

- 22.1. Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:
 - 22.1.1. "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.
 - 22.1.2. "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
 - 22.1.3. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.
- 22.2. Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- 22.3. Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.
- 22.4. Obligations.
 - 22.4.1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
 - 22.4.2. Representation. The Contractor must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and

Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

- 22.4.3. Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action, including third party, or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, reasonable attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

23. Termination of the Participating Addendum.

- 23.1. Termination for Convenience. 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 for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 23.2. Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. 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.
- 23.3. 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 addressed within this Contract. 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. This notice will be provided within a reasonable time of the State's receiving notice.

24. **Administrative Personnel Changes.** After execution of this Participating Addendum the State must be notified of intended changes in the Contractor's administrative personnel as soon as practicable.

25. Publicity and Endorsement.

- 25.1. Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

- 25.2. Endorsement. The Contractor must not claim that the State endorses its products or services.

26. **Americans with Disabilities Act (ADA).** Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials

are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

27. Nonvisual Access Standards.

Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

28. Usage Report.

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.

29. 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

30. **Severability.** If any provision of the Contract, including items incorporated by reference, is declared, or found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
31. **Electronic Funds Transfer (EFT) Payment Method And Structure.** In accordance with Minn. Stat. § 16A.40 the Contractor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
32. **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.
33. **Survivability.** In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.
34. **IT Accessibility Standards.**
Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at:
<https://mn.gov/mnit/government/policies/accessibility/>.
- The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.
- When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.
35. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**
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.
36. **Hazardous Substances.**
To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

- 36.1. Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.
 - 36.2. Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).
 - 36.3. Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.
 - 36.4. Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.
37. **Software And Licensing Agreements.** Prior to the State signing the Participating Addendum, Contractor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum.
38. **Taxpayer Identification:** The Contractor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.
39. **Certification Of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
40. **PCI Language.** 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, 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**, available online at: https://www.pcisecuritystandards.org/document_library.

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 Contractor.

- 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
- Blanket 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. **Property of Others Insurance or Equivalent.** The Contractor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contractor, or their Subcontractor, if ANY warranty or service work is performed by the Contractor, or their Subcontractor. The Contractor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contractor, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Property of Others insurance or equivalent is required for Contractors, or their Subcontractor, performing non-warranty service work on state-owned equipment in the Contractor's possession.

- 4.5. **Professional Liability, Errors, and Omissions.** This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance minimum limits are as follows:

\$2,000,000 - per claim or event
\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$2,000,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

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

- 4.6. **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.

Sample Invoice & Sample 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 number and description
- Item quantity or service hours
- List price
- Contract discount
- Price after discount
- Total Price

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and, if applicable, \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

- ☐ We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency
Authorized Signatory Name	Title	Date
Signature	Email	Phone

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. **Any Contractor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contractor without the approval of the Acquisition Management Specialist (AMS). The Contractor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	<u>Customer Service</u>	TITLE:	<u>Customer Service</u>
TELEPHONE NUMBER:	<u>800-932-5000</u>	FAX NUMBER:	<u>866-329-2897</u>
TOLL FREE NUMBER:	<u>800-932-5000</u>	E-MAIL:	<u>governmentcs@avantorsciences.com</u>

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	<u></u>	TITLE:	<u></u>
TELEPHONE NUMBER:	<u></u>	FAX NUMBER:	<u></u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u></u>

ORDER ADDRESS:

STREET/PO BOX:	<u>100 Matsonford Rd, Bldg 1, Ste 200</u>		
CITY/STATE:	<u>Radnor, PA</u>	ZIPCODE:	<u>19087</u>
TELEPHONE NUMBER:	<u>800-932-5000</u>	FAX NUMBER:	<u>866-329-2897</u>
TOLL FREE NUMBER:	<u>800-932-5000</u>	E-MAIL:	<u>customerservice@avantorsciences.com</u>

REMIT-TO ADDRESS:

STREET/PO BOX:	<u>PO Box 640169</u>		
CITY/STATE:	<u>Pittsburgh, PA</u>	ZIPCODE:	<u>15264</u>
TELEPHONE NUMBER:	<u>800-932-5000</u>	FAX NUMBER:	<u>866-329-2897</u>
TOLL FREE NUMBER:	<u>800-932-5000</u>	E-MAIL:	<u>governmentcs@avantorsciences.com</u>

SWIFT SUPPLIER PORTAL SECURITY CHANGES

There are new security measures that the Minnesota Management and Budget implemented on October 16, 2022. It is a new multi-factor authentication (MFA) to enhance the security of the [State of Minnesota Supplier Portal](#). MFA is an authentication method that requires bidders and suppliers provide two verification factors to log into the SWIFT Supplier Portal. The goal of MFA is to create a layered defense that makes it more difficult for unauthorized system access to occur. For information about these changes, please refer to the [SWIFT Supplier Portal Multi-Factor Authentication FAQ](#) document.

If you have not done so already, please make sure to log into the SWIFT Supplier Portal as soon as possible to get this authentication set up early so there are no issues when submitting a response to an RFP.

You are strongly encouraged to set your MFA during business hours of 8:00 A.M. to 4:00 P.M., Central Time, Monday through Friday. You may experience delay setting your MFA after hours.