

**PARTICIPATING ADDENDUM**  
**MINNESOTA NASPO VALUEPOINT FOR COMPUTER EQUIPMENT**  
**Between the State of Minnesota and**  
**Pure Storage, Inc.**

**MN NASPO VALUEPOINT No. MNWNC-125**

**STATE OF MINNESOTA CONTRACT NO. 101417**

1. **SCOPE:** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") resulting in this Master Agreement Award. Evaluation was conducted by a multi-state sourcing team resulting in the Minnesota NASPO ValuePoint Master Agreements. Computer Equipment included under this Agreement includes the following in addition to related peripherals and services:

**Band 5: Storage**

The NASPO ValuePoint site provides the original solicitation, responses, copies of the executed Master Agreements, restrictions, and pricing. Minnesota Agencies and CPV Members should review the Contract Release for further details.

Link to NASPO ValuePoint Vendor Page: <http://www.purestorage.com/company/how-to-buy/wasca/>

2. **EFFECTIVE DATE and CONTRACT PERIOD.** This Participating Addendum shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on the date of Participating Addendum execution through March 31, 2017 with the option to extend up to 36 months upon agreement by all parties and duly executed amendment.
3. **ORDER OF PRECEDENCE**
1. A Participating Entity's Participating Addendum ("PA"); a Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;
  2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
  3. The Solicitation including all Addendums; and
  4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **STATE 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: Lea Halverson, or successor  
Title: Acquisition Management Specialist  
Address: Minnesota Department of Administration  
Materials Management Division  
50 Sherburne Ave., 112 Administration Bldg.  
St. Paul, MN 55155  
Telephone: 651.201.2444  
E-mail: [lea.halverson@state.mn.us](mailto:lea.halverson@state.mn.us)

**5. VENDOR AUTHORIZED REPRESENTATIVE AND PRIMARY CONTACT:**

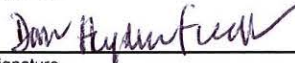
Name: Kim Bradbury  
Title: Director, Public Sector Contracts  
Telephone: 301-717-9968  
E-mail: kim.bradbury@purestorage.com

**6. ADDITIONAL TERMS:** The additional terms and conditions contained in Minnesota Exhibit A is attached, and 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, the Order of Precedence prevails. For purchases made under this Minnesota Purchasing Addendum, in the event that any provision of the Minnesota Participating Addendum or NASPO ValuePoint Master Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law. The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law.

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

**1. Contract Vendor: Pure Storage, Inc.**

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

By:   
Signature

Dan Heydenfeldt  
Printed Name

Title: VP Global Field Operations

Date: September 30, 2015

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

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

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

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

**2. Government Entity:**

**State of Minnesota**  
**Materials Management Division**

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

By: 

Title: Acquisition Management Specialist

Date: 10/8/15

**3. State of Minnesota**

**Commissioner of Administration**

Or delegated representative.

By: 

Date: 10/13/15

**4. State of Minnesota**

**Chief Information Officer**

Or delegated representative.

By: 

Date: 10/22/15

## MINNESOTA EXHIBIT A

### ADDITIONAL TERMS

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 Materials Management Division (MMD) 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. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the MMD website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).
2. **OFFICE OF MN.IT SERVICES.** Minnesota's Information Technology agency. The Office of MN.IT Services is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minnesota Statute section 16E.016(a).
3. **PARTNER UTILIZATION.** The Contract Vendor will either sell direct or may utilize a defined list of Agent(s). The Contract Vendor must ensure that Agents: are properly trained on proper handling of master agreement performance, and have a duty of good faith towards the Master Agreement. All purchase orders, invoices and payments must be exclusively between the Contract Vendor and the customer; an Agent cannot accept a purchase order, invoice or accept payment. The Contract Vendor must ensure that all sales initiated by an Agent are clearly defined in the State's required reports, including but not limited to administration fees payable to the State; the Agents must be clearly listed on the contract vendor provided website.
4. **LEASES.** Leases are not allowed under this Master Agreement. If the State determines to lease at a later date an amendment may be executed detailing leasing allowance.
5. **RESTRICTIONS:**

**CLOUD SERVICES:** No configuration supplied under this contract will include Cloud Services functionality. "Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>) and any other software, hosting service, subscription or other service or product by which Contract Vendor stores, transmits, processes or otherwise has access to State data.

**PROFESSIONAL TECHNICAL SERVICES:** Professional/Technical Services may be obtained under this Participating Addendum under these conditions: services must be related to the equipment and/or software purchased from this Contract and be limited to \$50,000 or less per project. Based on the size, scope and complexity of the project, the State (Department of Administration, Materials Management Division) reserves the right, on a case by case basis, to approve dollar limits exceeding \$50,000 per project. State Agencies must encumber and execute a Professional Technical Services Work Order for amounts over \$5000 (under \$5000 may be encumbered on a Purchase Order). A sample Work Order has been attached as Exhibit C to refine the scope, terms and conditions of the project. All services provided by the Contract Vendor under a Work Order must be performed to the State's satisfaction, as determined at the discretion of the State's Authorized Representative or designee 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. A Work Order may not modify or diminish any terms of the Participating Addendum or the Master Agreement, and may not have an expiration date that goes beyond the expiration date of the Participating Addendum.
6. **IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at [http://mn.gov/mnit/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/mnit/images/Stnd_State_Accessibility.pdf) or <http://mn.gov/mnit/> that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to desktop and portable computers, 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 products/software/subscriptions available through the Agreement, Contract Vendor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, Contract Vendor agrees to provide alternative solutions upon request at no additional charge to the State.

Upon request by the Participating Entity, the Contract Vendor must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

- 7. PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

**Conditions of Payment.** All goods and services provided by the Contract Vendor under this Contract must be delivered and performed in accordance with the Contract as determined by the sole discretion of the Purchasing Entity’s Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State. The Contract Vendor will not receive payment for goods or services found by the Purchasing Entity to be unsatisfactory or performed in violation of federal, state, or local law.

**Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), for Professional and Technical services performed under the terms of this Contract, no more than 90 percent of the amount due for those Professional and Technical Services may be paid until the final product has been reviewed by the Purchasing Entity. The balance due will be paid when the Purchasing Entity determines that the Contract Vendor has satisfactorily fulfilled those Professional and Technical Services.

- 8. TAXES.** State Agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid directly to the Department of Revenue using Direct Pay Permit #1114, unless otherwise instructed in the Contract. If orders are issued by CPV Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.
- 9. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Materials Management Division, a fee of 1% (0.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. As required in Exhibit F of the Master Agreement, Contract Vendor will provide quarterly a report of Minnesota detailed sales utilizing the established NASPO ValuePoint Detailed Sales Reporting Template.

In addition to the detailed sales report, Contract Vendor must submit a “Summary Usage Report” utilizing the template provided in Exhibit B of the MN Participating Addendum. Include a breakdown of purchases by State Agency and Others (Others include MN Cooperative Purchasing Venture Members (CPV) which are Higher Education, K-12, City, County and certain non-profits entities).

- 10. E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor 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. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on MMD website [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

- 11. SUBCONTRACTOR PAYMENT (When Applicable).** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and

prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor, the State shall provide the Contract Vendor written notice that payment will be made directly for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

**12. FEDERAL FUNDS.** Payments under this Contract may be made from federal funds obtained by the State. The Contract Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

**13. FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

**14. 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.

**a. Security Practices and Preventive Controls**

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

Contract Vendor 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/Agreement. 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 of Minnesota, 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 of Minnesota, Department of Administration's Materials Management Division ("MMD"). To demonstrate certification/accreditation, Contract Vendor must provide to MMD and MN.IT within one month following the effective date of this Contract/Agreement or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contract Vendor will promptly notify MMD and MN.IT of any change to its certification/accreditation.

Alternatively, if Contract Vendor is not certified/accredited or loses certification/ accreditation, Contract Vendor 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.

**b. Notification of Supply Chain Security Breach**

Contract Vendor will promptly notify MMD, MN.IT, and the purchasing entity, if different from MN.IT, of any breach of supply chain security involving State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota. 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.

c. Return/Rejection of Goods

Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State of Minnesota 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 and/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 Contract Vendor.

The State of Minnesota may sanitize or destroy components of the goods prior to returning the goods to Contract Vendor, or instruct Contract Vendor 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 Contract Vendor 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 of Minnesota, Contract Vendor 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 Contract Vendor.

- 15. SURVIVABILITY OF ORDER.** In the event the term of an 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 continue in effect for such order until the term of that order expires.
- 16. AUDIT COSTS.** If the State is required to pay Contract Vendor's audit and collection costs, and/or attorney's fees, the State is only required to pay such costs and/or fees up to an aggregate of \$5,000.
- 17. 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.
- 18. 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, whether provided by law, equity, statute or otherwise.
- 19. CONTRACT VENDOR DISCLAIMERS OF WARRANTIES INVALID.** Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.
- 20. RENEWAL COSTS FOR MAINTENANCE AND SUPPORT.** All hardware and software maintenance and support, and all subscription, subscription and support, online services, or other similar product/service ("Maintenance and Support") may be renewed annually and, if the State renews the Maintenance and Support for the same or similar product/service, the Maintenance and Support fee for the first, second, and third renewal years will not increase over the prior year's Maintenance and Support fees; and, if the State renews the Maintenance and Support for the same or similar product/service, the Maintenance and Support fee for any other renewal year will not increase by more than 2% over the prior year's Maintenance and Support fees.
- 21. SOFTWARE LICENSES, VERSIONS AND UPDATES.** For those agreements that bind the State, Contract Vendor must provide Manufacturer and Software Publisher Agreements upon request by the State. Contract Vendor warrants that all hardware and software has the appropriate and necessary licenses permitting the State to use the hardware and software. All software must be the latest version at the time of delivery unless specified otherwise by the contract user. Maintenance and Support for software includes, but is not limited to, upgrades, updates, version changes, new releases, revisions, patches, fixes, or any other changes to the service/product.
- 22. MAINTENANCE/SUPPORT AGREEMENT RESPONSIBILITIES.** The Contract Vendor shall be responsible for coordination and communication of maintenance/support agreement information between the Manufacturer, Software Publisher and the State. This includes the following minimum requirements:

- a. Registration and Agreement Numbers; Period Dates: Provide the State with all Hardware and Software Publisher registration numbers, agreement numbers and maintenance agreement period dates. This activity shall occur when the maintenance/support is purchased or when the order transaction has been completed.
- b. Maintenance/Support Information: Provide the Authorized User with maintenance and support plan features, Manufacturer, and Software Publisher contact telephone numbers and websites for obtaining maintenance/support.
- c. Co-termination: Coordinate co-termination of the second (2nd) year of a maintenance/support contract with the State's fiscal year or other date specified by the State, if requested by the State.
- d. Contract Vendor must provide or facilitate product, support and maintenance coverage throughout the State of Minnesota, including greater Minnesota. Support, service and maintenance coverage shall not exclude any areas outside the seven county metro area.
- e. All defective products shall be repaired or replaced, at the State's election, at no additional cost to the State.
- f. The State does not agree to any automatic renewals which require the payment of additional fees.

**23. INSURANCE.**

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

**NOTICE TO THE CONTRACTOR:**

The failure of the State of Minnesota to obtain 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 Owner to the Contractor to provide such insurance.

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

**NOTICE TO INSURER:**

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.

**REQUIREMENTS FOR THE CONTRACTOR:**

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

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota 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 of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.



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 MN Department of Commerce if they are not rated by AM Best.

The Contractor's 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.

**POLICY REQUIREMENTS:**

**1. 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 of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

- Coverage B – Employer's Liability
- \$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 the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN 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 included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contractor.

**2. Automobile Liability Insurance:**

Auto Liability insurance is ONLY applicable if the contractor, contractor's employees, or subcontractors will be driving on state property or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of the state.

The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
  
- B. Coverages:
  - Owned Automobile
  - Non-owned Automobile
  - Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contractor.

**3. General Liability Insurance:**

The Contractor shall 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.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence



\$2,000,000 - Annual Aggregate  
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured**

**INSURANCE CERTIFICATE HOLDER SHOULD BE ADDRESSED AS FOLLOWS:**

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

**Network Security and Privacy Liability Insurance (or equivalent)**

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.

Contractor is required to carry the following **minimum** limits:

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



**MINNESOTA EXHIBIT B**

**MN SUMMARY USAGE REPORT  
(THIS CAN BE PROVIDED IN EXCEL FORMAT UPON REQUEST)**

**SUMMARY Usage Report for State of Minnesota**

*\*\*Note: this summary is IN ADDITION to the detailed report you currently submit\*\**

Date Report Created	MN PA#	Name of Contractor	FY Quarter	Date Range for Report	Total of all Orders (\$)	Applicable Administrative Fee (1%)	Total Administrative Fee Due
						1.00%	\$ -
<p>*Others include MN Cooperative Purchasing Venture Members (CPV) which consists of higher education, k-12, city, county, and certain non-profits.</p>				State Agency			
				Others*			

**INSTRUCTIONS:**

1	Quarterly Reports and corresponding Administrative Fees are due within 30 days following the end of the previous quarter.															
2	The State of Minnesota utilizes a Fiscal Year calendar, July 1 - June 30:															
	<table border="1"> <thead> <tr> <th>Fiscal Year Quarters</th> <th>Report Due:</th> <th>Check Due:</th> </tr> </thead> <tbody> <tr> <td>FYQ1 July - Sept</td> <td>October 31st</td> <td>October 31st</td> </tr> <tr> <td>FYQ2 Oct - Dec</td> <td>January 31st</td> <td>January 31st</td> </tr> <tr> <td>FYQ3 Jan - March</td> <td>April 30th</td> <td>April 30th</td> </tr> <tr> <td>FYQ4 April - June</td> <td>July 31st</td> <td>July 31st</td> </tr> </tbody> </table>	Fiscal Year Quarters	Report Due:	Check Due:	FYQ1 July - Sept	October 31st	October 31st	FYQ2 Oct - Dec	January 31st	January 31st	FYQ3 Jan - March	April 30th	April 30th	FYQ4 April - June	July 31st	July 31st
Fiscal Year Quarters	Report Due:	Check Due:														
FYQ1 July - Sept	October 31st	October 31st														
FYQ2 Oct - Dec	January 31st	January 31st														
FYQ3 Jan - March	April 30th	April 30th														
FYQ4 April - June	July 31st	July 31st														
3	Please identify the FY Quarter applicable to your Report; as well as the date range for orders reported on this form.															
4	This is a SUMMARY report which should appear as the first page of your DETAILED report.															
5	Submit this quarterly summary report along with your detailed report via e-mail to the MN Participating Addendum Administrator.															

MINNESOTA EXHIBIT C

SWIFT Contract No. \_\_\_\_\_

**SAMPLE  
STATE OF MINNESOTA  
WORK ORDER CONTRACT FOR  
PROFESSIONAL AND TECHNICAL SERVICES  
RELATED TO THE PURCHASE OF COMPUTER EQUIPMENT  
UNDER THE MN NASPO VALUEPOINT PARTICIPATING ADDENDUM**

This work order contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: "commissioner of \_\_\_\_\_" OR "director of \_\_\_\_\_."] ("State") and \_\_\_\_\_ ("Contractor"). This work order contract is issued under the authority of Participating Addendum # \_\_\_\_\_ and is subject to all provisions of the Master Agreement and Minnesota Participating Addendum which are incorporated by reference.

**Work Order Contract**

**1 Term of Contract**

- 1.1 **Effective date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.  
**The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Contractor's Duties**

The Contractor, who is not a state employee, will:

**[PROVIDE SUFFICIENT DETAIL IN THE DUTIES.DO THIS BY EITHER: 1) LISTING THE CONTRACTOR'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) INCORPORATE AN EXHIBIT.**

**3 Consideration and Payment**

- 3.1 **Consideration.** The State will pay for all services performed by the Contractor under this work order contract as follows:

**Compensation.** The Contractor will be paid [EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "an hourly rate of \$ \_\_\_\_\_ up to a maximum of \_\_\_\_\_ hours, not to exceed \$ \_\_\_\_\_;" or "a lump sum of \$ \_\_\_\_\_." Or "According to the breakdown of costs contained in Exhibit X."]

**Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "\$0.00"].

## State Of Minnesota – Affirmative Action Certification

If your contract is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes § 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

**BOX A** – For companies who have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your contract will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the contract is due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our contract will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B** – For those companies not described in **BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C** – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TC Metro: 651-539-1095

Toll Free: 800-657-3704

TTY: 651-296-1283

**CONTRACT VENDOR**

Pure Storage, Inc.

**SWIFT CONTRACT NO.  
MASTER AGREEMENT NO.**

101417 MNWNC-125

**TERMS**

NET 30

**DELIVERY**

30 DAYS

**PRICES INCLUDE  
FREIGHT****EQUIPMENT AWARDED: Band 5: Storage****SALES CONTACT: Mels Stevens**  
[mels@purestorage.com](mailto:mels@purestorage.com)  
**206-708-5007****WEBSITE:** <http://purestorage-prod.adobecqms.net/company/how-to-buy/wsca.html>**PRODUCT & SERVICES SCHEDULE (EDUCATION PRICE LIST): N/A****ORDERING INSTRUCTIONS.**

To order or speak with a sales representative or support, please call: 1 (800) 379-7873.

**Authorized Partners:****SHI**290 Davidson Somerset, NJ 08873  
[TeamMN@shi.com](mailto:TeamMN@shi.com) 800-477-6479 x5648231  
State Vendor ID 0000206254**Computex Technology Solutions**6103 Blue Circle Drive, Minnetonka, MN  
Chris Perrault: [cperrault@computex-inc.com](mailto:cperrault@computex-inc.com)**World Wide Technology**8400 Normandale Lake BLVD, Suite 920  
Bloomington MN 55437  
Andy Mullmann  
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651.295.9979  
State Vendor ID 6523051

