



NASPO ValuePoint Master Agreement No.: MNNVP-###

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“Lead State”) and [insert Contractor name] whose designated business address is [insert business address] (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program (“NASPO ValuePoint”) issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) (“Contract”) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and
4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. August 1, 2021, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. July 31, 2023. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.
- 1.3 If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.
- 1.4 This Contract shall not be construed as guarantying a minimum or maximum amount of usage.

2. Representations and Warranties

2.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

2.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

2.3 Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. Awarded Band(s)

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

[insert awarded Band(s)]

4. Configuration Dollar Limits

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000). Each configuration includes the combined total of hardware and software components that make up the total functioning system (e.g., a purchase of a laptop in Band 1 with a hardware cost of \$12,000 per unit and software at a cost of \$5,000 per unit would exceed the \$15,000 per configuration limit, and not be allowed).

<u>ITEM</u>	<u>CONFIGURATION</u>
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

5. Restrictions

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

5.1 Software

5.1.1 Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

5.1.2 Any software purchased must be related to the procurement of equipment.

5.1.3 Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except as set forth in Section 1.G.a.4, below.

5.1.4 Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

5.2 General Services

5.2.1 Services must be related to the procurement of equipment.

5.2.2 Service limits will be addressed by each State.

5.2.3 Wireless phone and internet service is not allowed.

5.2.4 Managed Print Services are not allowed.

5.3 Cloud Services

5.3.1 Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

5.3.2 Any Cloud Service purchased must be related to the procurement of equipment.

5.4 Third Party Products

5.4.1 Third Party Products can be offered only in the Bands they have been awarded. All Third-Party Products must meet the definition(s) of the Band(s) in which they are being offered.

5.4.2 Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

5.5 Additional Product/Services

5.5.1 Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

5.5.2 Lease/Rentals of equipment may be allowed and will be addressed by each State.

5.5.3 Cellular Phone Equipment is not allowed.

5.5.4 EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. Authorized Representative

6.1 Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Andy Doran.

Andy Doran, IT Acquisitions Supervisor
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

E-mail: andy.doran@state.mn.us

Phone: 651.201.2459

Fax: 651.297.3996

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is [name, title].

[Name, title]

[Contractor name and business address]

[Email, phone, and fax]

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Notices

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions

Exhibit B: Minnesota Terms and Conditions

Exhibit C: Requirement

Exhibit D: Price Schedule

Exhibit E: Sample Forms

9. Entire Agreement

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

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

Company name: _____

Print name: _____

Signature: _____

Title: _____

Date: _____

2. Office of State Procurement

With delegated authority

Print name: _____

Signature: _____

Title: Acquisition Management Specialist/ Buyer

Date: _____

Commissioner of Administration

As delegated to The Office of State Procurement

Print name: _____

Signature: _____

Title: _____

Date: _____

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

Exhibit A will include the terms and conditions of Section 2.B of the Solicitation, as negotiated by the parties.

Exhibit B: Minnesota Terms and Conditions

Exhibit B will include the terms and conditions of Section 2.C of the Solicitation as negotiated by the parties.

Exhibit C: Requirements

Exhibit C will include the requirements and Contractor's responses to Section 3 of the Solicitation, as negotiated by the parties.

Exhibit D: Pricing Schedule

Exhibit D will include the pricing schedule, as negotiated by the parties.

Exhibit E: Sample Forms

Exhibit E will include the sample forms from Section 6 of the Solicitation, as negotiated by the parties.