

C - 15 - 0013

**Amendment to Contract
State of Minnesota - Computers: Enterprise Hardware,
Software & Services 48192/C-1046 (5)
City of Lincoln and Lancaster County
FIRST RENEWAL**

This Amendment is hereby entered into by and between Insight Public Sector, Inc., 1295 Bandana Blvd. North, Suite 310, St. Paul, MN 55108 (hereinafter "Contractor") and Lancaster County and the City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-14-0394, dated August 5, 2014, and E.O. 87344, dated July 24, 2014, (the "Contract"), for State of Minnesota - Computers: Enterprise Hardware, Software & Services #48192/C-1046 (5), which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through September 30, 2014, with the option to renew on an annual basis upon mutual written consent by both parties, not to exceed the State of Minnesota and Insight Public Sector, Inc., Contract No. 48192/C-1046 (5); and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning October 1, 2014 through September 30, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$260,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-14-0394 and City E.O. 87344, all amendments thereto, and as stated herein, the parties agree as follows:

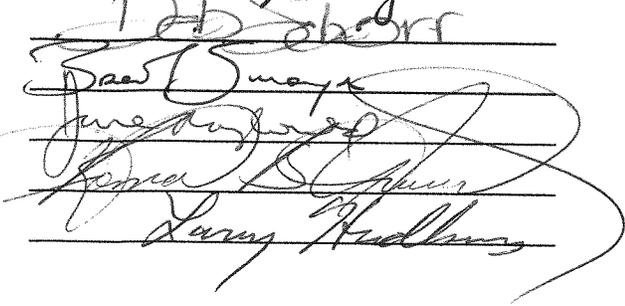
1. The parties wish to renew the Contract for an additional one (1) year term beginning October 1, 2014 through September 30, 2015.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval of the Lancaster County Board of Commissioners.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$260,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

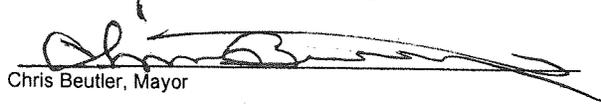
Lancaster County Board of Commissioners Signatures

Executed this 1st day of January, 2015

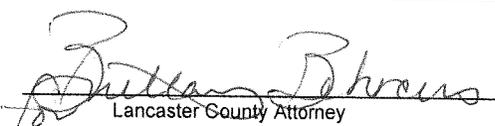


City of Lincoln

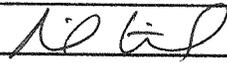
Executed this 22nd day of Dec., 2014


Chris Beutler, Mayor

Approved by Executive Order No. 87790


Lancaster County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Insight Public Sector, Inc.
By:	David Cristal
By:	
Title:	Vice President - General Manager
Company Address:	6820 S. Harl Ave. Tempe, AZ 85283
Company Phone & Fax:	480-333-3000 fax: 480-760-8247
E-Mail Address:	gfritze@insight.com
Contact Person for Orders or Service:	Jack Fritze
Phone Number:	800-927-7848



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2445
Fax: 651.297.3996

October 2, 2014

Ms. Michelle Abbamonte
Insight Public Sector, Inc.
Suite #310
1295 Bandana Blvd. N.
St. Paul, MN 55108

Dear Ms. Abbamonte:

The following document is enclosed for you to complete and return:

- Revised Amendment to SWIFT Contract No. 48192, Release No. C-1046(5)
- Affirmative Action Certification Form

Please sign and return all three sets of documents, via mail, to
Nancy Rafferty at the above address as soon as possible.

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

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

Sincerely,

Lea Halverson
Acquisition Management Specialist

Enclosure

REVISED AMENDMENT NO. 3 TO CONTRACT NO. 48192 RELEASE NO. C-1046(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Insight Public Sector, Inc., Suite #310, 1295 Bandana Blvd. N., St. Paul, MN 55108 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract 00000000000000000048192, July 1, 2012, to September 30, 2014 ("Contract"), to provide Computers: Enterprise Hardware, Software and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly state the contract can be amended in writing by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 48192 is extended through June 30, 2016, at the same prices.
2. The following language is added to the Contract: For the purposes of this Contract related to "Cost Plus Pricing", "cost" is defined as the actual cost the Contract Vendor pays the supplier for goods/services the State orders, less any applicable taxes. Only costs specifically detailed in the billing statement, quote, and/or invoice from the supplier will be subject to the cost plus percentage detailed on Contract ____% (if applicable to such contract). If a quote is issued, the invoice price cannot exceed the quoted price.

The product purchase price from the supplier must be verifiable with a quote, billing statement, and/or invoice upon request from the State/Ordering Entity. The billing statement and/or invoice for any cost plus order must be retained per section 9. STATE AUDITS of the State's general terms and conditions detailed in the RFP and shown here as follows:

9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

3. ADD the following to the Contract:

1. **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.

- 1.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.

1.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 may constitute breach of supply chain security.

1.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.

This Amendment is effective beginning October 1, 2014, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until June 30, 2016, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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

1. INSIGHT PUBLIC SECTOR, INC.

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

By: David Cristal

Title: VP - GM IPS Sales

Date: October 9, 2014

By: 

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

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

By: _____

Title: Acquisition Management Specialist

Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

(For Agency Use Only) Vendor # _____
Contract Period: _____

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation 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 apply for Human Rights certification prior to the due date of the bid or proposal and 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 which 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 E**.

Your response 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 responses are 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 response 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 E – 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: Insight Public Sector, Inc. Date October 9, 2014
Authorized Signature: *[Signature]* Telephone number: _____
Printed Name: David Crista Title: VP - GM IPS Sales

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North. TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Saint Paul, MN 55155

Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283

Email: compliance.mdhr@state.mn.us

Affirmative Action Certification Page, Revised 8/11 - MDHR

C - 14 - 0394

RECEIVED

JUL 31 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN and
LANCASTER COUNTY, NEBRASKA**

**State of Minnesota - Computers:
Enterprise Hardware, Software & Services #48192/C-1046 (5)**

*See
Executive
Order
87344
for entire
contract*

**Contractor:
Insight Public Sector, Inc.
1295 Bandana Blvd. North, Suite 310
St. Paul, MN 55108**

CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA, CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between Insight Public Sector, Inc., 1295 Bandana Blvd. North, Suite 310, St. Paul, MN 55108 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the **State of Minnesota and Insight Public Sector, Inc. - For Computers: Enterprise Hardware, Software & Services #48192/C-1046 (5)**, which was prepared in accordance with the State of Minnesota's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide Computers, Enterprise Hardware, Software and Services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between State of Minnesota and Insight Public Sector, Inc. Contract No. 48192/C1046 (5) executed by the State of Minnesota on July 1, 2012.

WHEREAS, the Contractor, in response to the Owners' request to participate in said State of Minnesota contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Minnesota, with only those exceptions stated herein; and

WHEREAS, the State of Minnesota, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between the State of Minnesota and Insight Public Sector, Inc., Contract No. 48192/C1046 (5) , executed July 1, 2012, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Computers, Enterprise Hardware, Software and Services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning upon execution by both parties through September 30, 2014.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties not to exceed the term of the current State of Minnesota and Insight Public Sector, Inc., Contract No. 48192/C1046 (5)
 - 2.2 If renewal of the contract for an additional term is not desirable by either one of the parties,

that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.

2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing for these services are pursuant to the Contract between State of Minnesota and Insight Public Sector, Inc. Contract No. 48192/C1046 (5) , executed July 1, 2012, a copy thereof being attached to and made a part of this Contract.

The Owners will pay for products/service, according to the State of Minnesota and Insight Public Sector, Inc. Contract No. 48192/C1046(5) pricing, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$3,750.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$65,000.00 during the contract term without approval.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and County of Lancaster, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Computers, Enterprise Hardware, Software and related services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the **State of Minnesota and Insight Public Sector, Inc. Contract No. 48192/C1046 (5)**.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Minnesota and Insight Public Sector, Inc. Contract No. 48192/C1046 (5) , executed July 1, 2012,
3. Form 13 for City of Lincoln and Lancaster County

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Wendy Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive Order No. 087344

Dated 7-24-14

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form

Richard Lelour
Deputy County Attorney
For Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]
Schorr Absent

Dated: 8/5/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Wahid R. Roy (SEAL)
Assistant Secretary

Insight Public Sector, Inc.

Name of Corporation

6820 South Harl Avenue, Tempe, AZ 85283
(Address)

By: [Signature]
Duly Authorized Official
CFO

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member