



Master Agreement #: **AR2472**

Contractor: Carahsoft Technology Corporation

Participating Entity: **STATE OF MINNESOTA**

State of MN Contract No.: **128340**

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

- A. All products and services listed on the Contractor page of the NASPO ValuePoint Cloud Solutions 2016-2026 website unless listed in item B, below.

The following products or services are not included in this agreement:

- B. N/A

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum (Contract) covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by Minnesota's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Effective Date and Contract Period:** This Contract shall be effective on August 1, 2017, or on the date of contract execution, whichever is later, to July 31, 2019, or 24 months after the date of contract execution, with the option to extend up to 84 months, or upon termination of the Contract or the Master Contract for any reason, whichever is sooner.
3. **Participation:** This NASPO ValuePoint Master Agreement may be used upon approval from the State Chief Procurement Official by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. The Contractor will accept Orders, Statement of Work documents and related agreements consistent with the scope of the Contract from the Office of MN.IT Services. CPV Members as defined in Section 1 of Minnesota Exhibit A may utilize the Contract subject to the Requirements of Minnesota Exhibit A and Minnesota Exhibit B, which are attached and made part of this Contract. The State reserves the right to add additional eligible State Agencies and CPV Members to this Contract upon mutual agreement by both parties.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100, Reston VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@carahsoft.com

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**Participating Entity**

Name:	Song Lyfoung
Address:	Office of State Procurement 50 Sherburne Avenue, Suite 112 St. Paul, MN 55155
Telephone:	651-201-2431
Fax:	651-297-3996
Email:	Song.Lyfoung@state.mn.us

5. Joint Venture And Subcontracting.

The State does not preclude joint ventures or subcontracting among groups of vendors in providing services for this Contract. However, the Contract Vendor must submit an affidavit on behalf of all the others in the group as proof of the legally responsible party among the members of the group.

After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the State, subcontract for the performance of any of the Contract Vendor's obligations that were not already approved for subcontracting when the Contract was awarded.

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

The following subcontractors have been identified by the Contract Vendor and approved by the State to perform certain Contract Vendor obligations as identified below:

Subcontractor Name, Primary Contact and Address	Proposed Scope of Services
To be determined	

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State, the State reserves the right to withdraw its prior authorization and provide Contract Vendor with written notification that the subcontractor can no longer be used to perform work under this Contract.

6. Subcontractor Payment.

In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. 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 or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier 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 or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. 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.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. The PA is not a purchase order, nor does it guarantee any purchases will be made.
8. Authorized Signature: The Contract 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.
9. Order of Precedence: The parties agree that unless otherwise stated herein the provisions of this Contract have precedence over conflicting terms in NASPO Contract Number AR2472. In the event that any provision of this Contract or NASPO Contract Number AR2472 is contrary to Minnesota law, such provision shall be null and void. This Contract shall be governed by Minnesota law.

The following documents, in order of precedence, constitute the entire agreement between the Contractor and the State. Items (b)-(e) are incorporated by reference into this Contract:

- a) This Contract, the Participating Addendum executed pursuant to NASPO Contract Number AR2472
- b) NASPO Master Contract Number AR2472
- c) Applicable Statement of Work Documents, licensing agreements and other service terms agreed upon in writing and signed by the parties
- d) NASPO ValuePoint Solicitation CH16012 for Cloud Solutions 2016-2026
- e) Contract Vendor's response to the NASPO ValuePoint Solicitation

The terms of the Contract and Master Contract shall be read as cumulative and complimentary to the extent possible. In the event of a direct conflict in language among any of these documents, the terms and conditions set forth in Sections 1-11 of this Contract and the terms and conditions of Minnesota Exhibit A shall prevail over conflicting terms and conditions in items (b)-(e), above.

10. Price Escalations: No price escalations are allowed unless approved by the Lead State for the NASPO Contract and adopted by the State of Minnesota through a fully executed amendment to this Contract. Price reductions resulting from the host provider's price schedule are effective upon notification of the price reduction to the NASPO Master Contract Administrator.



PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

11. These modifications or additions apply only to actions and relationships within this Contract. Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions:

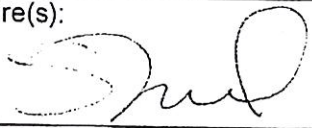
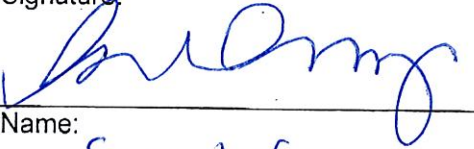
- A. The terms and conditions of Minnesota Exhibit A and Minnesota Exhibit B, which are attached and incorporated into this Contract, modify and supplement the Master Agreement.
- B. The Cloud Solutions shall be offered at the rates in Contractor's Price List available on the NASPO Valuepoint contractor web page after applying, at a minimum, the applicable discounts shown on Contractor's Price List. Contractor's Price List, as amended, is incorporated into Minnesota Exhibit C. Contractor may be invited to provide lower pricing than available through either method, for example as a result of competitive bidding between NASPO ValuePoint Cloud contractors, volume discounting or direct negotiation.
- C. To the extent that Contractor may provide Value Added Services through this Contract, the maximum hourly and other applicable rates for professional services are provided in Minnesota Exhibit C. Lower rates may be negotiated in an applicable Statement of Work.
- D. No Ordering Entity shall be deemed to have agreed to any document in Attachment E prior to the placement of an Order for a particular product and/or service. Upon an Ordering Entity's placement of an Order for a particular product or service, any licensing, terms of service or similar document incorporated into Attachment E of the Master Agreement that governs the product and/or service that has been ordered may be agreed to by the Ordering Entity only to the extent not in conflict with Minnesota law and only to the extent not in conflict with the Master Agreement, this Participating Addendum or other written agreements between the parties. Any agreement made in writing between the Ordering Entity and the Contractor or between the Ordering Entity and the applicable service provider as an alternative or addendum to a document in Attachment E shall prevail over Attachment E. Such alternate agreements shall be attached and incorporated into this Participating Addendum in Minnesota Exhibit H.

NASPO ValuePoint
PARTICIPATING ADDENDUM

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

Contractor: Carahsoft Technology Corp.	State of Minnesota Office of MNIT Services:
Signature(s): 	Signature: 
Name: Ellen Lord	Name: Jesse Oman
Title: Contracts Manager	Title: Deputy / CTO
Date: August 15, 2017	Date: 8/15/17
State of Minnesota Office of State Procurement: In accordance with Minn. Stat. § 16C.03, Subd. 3.	State of Minnesota Commissioner of Administration: Or delegated representative
Signature: 	Signature: Andy Doran
Name: Song Lyfoung	Name: Andy Doran
Title: Acquisition Management Specialist	Title: IT Acquisitions Supervisor
Date: 8.16.2017	Date: 8/16/17

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.

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Minnesota 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 Contract Vendor 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. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.
- e. **State of Minnesota, 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).
- f. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- g. **Contract.** Contract is defined as the Minnesota Participating Addendum, which incorporates the terms of the NASPO ValuePoint Master Agreement.
- h. **Master Contract.** Master Contract is defined as the corresponding NASPO ValuePoint Master Agreement between NASPO ValuePoint and the Contractor.
- i. **Online Services.** Online Services that may be supplied under this Contract include online services, hosting services, cloud services, and related services listed in or incorporated into the NASPO ValuePoint Master Agreement, as amended.

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2. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction. The transactions include, but are not limited to the price discount percentages on the corresponding prices, hourly costs for Professional Technical Services, and the mutually agreed upon price schedule. Pursuant to this provision, Contract Vendor must maintain historical price files sufficient to confirm contract pricing.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

3. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
4. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor 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 and per the insurance requirements of Section 16 of the Master Contract.
5. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** Indemnification and Limitation of Liability shall be governed by Section 13 (Indemnification and Limitation of Liability) of Attachment A to the Master Contract.
6. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
7. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, 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 to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to

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enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

8. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
9. **GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
10. **JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.
11. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor 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, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
 - b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

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- c. Minn. R. 5000.3400-5000.3600 implement 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 Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. 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, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- a. 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.
- b. 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.
- c. 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.
- d. 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 of the Minnesota Department of Human Rights. 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.
- e. 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.
- f. Consequences. The consequences of a Contract Vendor'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 the Contract by the commissioner or the State.
- g. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or

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any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

12. EQUAL PAY CERTIFICATION. If this Contract could be in excess of \$500,000, the Contract Vendor must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Contract Vendor 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. See Minnesota Exhibit D for more details and to complete Equal Pay Certification.

13. 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. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State'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 State to be unsatisfactory or performed in violation of federal, state, or local law.

14. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order 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. The parties may agree through a Statement of Work to apply additional order-specific invoicing procedures when appropriate for the type of service ordered.

15. PURCHASING CARDS. Contract Vendor 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.

16. TAXES. DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [website at http://www.revenue.state.mn.us](http://www.revenue.state.mn.us).

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

17. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

18. DEFAULT. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the

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Ordering Entity. 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, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor 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.

19. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

20. INTELLECTUAL PROPERTY RIGHTS AND INTELLECTUAL PROPERTY INDEMNIFICATION.

(a) *Pre-Existing Intellectual Property Rights.* State and Contract Vendor shall each retain ownership of, and all rights, title, and interest in their own pre-existing intellectual property and all derivative works arising therefrom, subject to any license rights contained herein or otherwise executed between the parties. To the extent permitted by third party intellectual property rights, and subject to any license agreements executed between the parties, Contract Vendor grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any of its pre-existing intellectual property or its ancillary or derivative works incorporated into any deliverable or otherwise delivered to the State, solely for use by the State, or State's contractors, for governmental purposes.

(b) *Intellectual property rights.* Except as set forth in Section 20(a), 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 "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 Contract Vendor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "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 Contract Vendor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contract Vendor 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 Contract Vendor assigns all right, title, and interest it may have in the works and the documents to the State. The Contract Vendor 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.



(c) Obligations

(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 Contract Vendor, including its employees and subcontractors, in the performance of this Contract, the Contract Vendor 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.

(2) Representation. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. The Contract Vendor 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 Contract Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contract Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor.

(3) Notwithstanding any other indemnity obligation contained herein, the Contract Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contract Vendor's expense, from any action 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 Contract Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

21. PARTICIPATING ADDENDUM AMENDMENTS. Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

22. TERMINATION OF THE PARTICIPATING ADDENDUM. Unless an applicable remedy allows for shorter notice or immediate termination, the Participating Addendum or any related Statement of Work may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, only for work or services satisfactorily performed and accepted. If the State terminates the Contract for default or other cause the Contract Vendor shall provide a pro-rated refund to the State for all prepaid but unused fees.

In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law.

In the event of expiration, termination or cancellation of the Participating Addendum or Statement of Work for any reason the Contract Vendor shall, in accordance with the State's directions: (1) continue to provide any then-existing Services for as long as the State needs to transfer its data, software, security credentials including, but not limited to, any account root or access keys, and other assets to an alternate service or service provider; and/or (2) transfer the account with its existing IT environment and security credentials to the State or to a new third-party contract vendor of the State's choosing while minimizing service

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disruption. The Contract Vendor will be entitled to pro-rata payment at the pricing in effect prior to expiration, termination or cancellation of the Participating Addendum or Statement of Work for the continuing services for the period of time needed, subject to any other limitations within this Participating Addendum and other agreements between the State and the Contract Vendor.

The Contract Vendor may request to cancel the Participating Addendum or any related Statement of Work but must receive written approval from the State. Any term or condition that allows the Contract Vendor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void.

23. ADMINISTRATIVE PERSONNEL CHANGES. After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

24. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

25. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor'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 Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

26. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. 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;
- b. 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;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. 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.



These standards are not applicable for 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.

- 27. USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation. The State may request additional periodic or ad-hoc reports as necessary.
- 28. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.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. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter
- 29. 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 Contract Vendor 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.
- 30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
- 31. COPYRIGHT.** The Contract Vendor 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 composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
- 32. SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 33. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.**
Not applicable
- 34. 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 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 web sites, software applications, electronic reports and output

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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 / subscriptions (Products) available through the Agreement, Contract Vendor agrees to develop functionality which supports accessibility. Contract Vendor warrants that the 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 the Product with the above mentioned accessibility Standards. 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.

- 35. 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 OSP website 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.

- 36. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

- 37. 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 and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. 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 or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier 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 or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier 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.

- 38. SOFTWARE AND LICENSING AGREEMENTS.** Upon request, Contract Vendor will assist the State in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating

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Addendum wherever such information and documents have not been made available within the Master Contract.

- 39. TAXPAYER IDENTIFICATION:** The Contract Vendor 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>.
- 40. STATE'S NON-INDEMNIFICATION.** Nothing herein, 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 Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of precedence.
- 41. ORDERING ENTITY.** The Contract Vendor will accept Orders and Statement of Work documents from the Office of MN.IT Services, and from eligible CPV members upon supplying the required Security Disclosure to such CPV Members. The State reserves the right to add additional State Agencies and CPV members, as defined in General Terms and Conditions section 1. Definitions, to the Contract upon mutual agreement by both parties.
- 42. SECURITY DISCLOSURE TO CPV MEMBERS.** As part of any Contract Vendor's proposal/quote and prior to purchase, the Contract Vendor must provide written notice to any Cooperative Purchasing Venture (CPV) entity purchasing cloud services. The notice must state that the State makes no assurance of the security and protection of their data in the Cloud Computing environment. The State encourages entities to conduct their own risk analysis prior to using this Contract. The written notice must be signed by the entity acknowledging receipt of the notice and the reseller must retain the signed written notice for a minimum period of six (6) years after the purchase. The signed written notice, or copy, must be made available to the State, including the Office of MN.IT Services, upon request. The State has developed the written notice document, which is attached herein as Minnesota Exhibit B. The Contract Vendor is not required to provide notice to and obtain signature from the same entity more than once within the term of this contract for a particular cloud service. The Contract Vendor is not required to provide notice to the Office of MN.IT Services.
- 43. SECURITY AND DATA PROTECTION.** The Contract Vendor is responsible for the security and protection of the State data related to the Contract. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Contract related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of the Contract.
- a. The following terms are added to the Master Contract at Exhibit 1, Software as a Service:
- (i) Application Security Audits and Remediation. Contract Vendor will audit, at the application level, the security of the systems and processes used to provide any and all cloud computing or hosting services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contract Vendor's election and expense; (4) will result in the generation of an audit report ("Contract Vendor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota

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Government Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contract Vendor will provide to the State a copy of the current Contract Vendor Audit Report. If the Contract Vendor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

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

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

(ii) Secure Coding. Contract Vendor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contract Vendor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contract Vendor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contract Vendor must follow best practices for application code review and the most current version of the OWASP top 10.

b. Insurance and Liability. Contract Vendor shall maintain the insurance described in the General Insurance Requirements section, below.

Notwithstanding any limitation of liabilities in the Contract, the Contract Vendor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contract Vendor's liability.

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

d. Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contract Vendor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations, including the following:

Contract Vendor shall comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015, Amended MNSure Data Sharing Agreement, currently available at https://www.mnsure.org/assets/MNIT-MNsuredata-sharing-agreement-2015-07_tcm34-183326.pdf, and as amended. This document, as amended, is fully incorporated herein.

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

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

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

All of Contract Vendor's systems and components that process, store, or transmit Cardholder Data shall comply with the then most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contract Vendor shall, upon request, provide the State with Contract Vendor'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, Version 3.0, January 2014, currently available online at: https://www.pcisecuritystandards.org/documents/PCI_DSS_Glossary_v3.pdf.

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

- e. **Business Continuity and Backups.** Contract Vendor shall ensure that the State's designated recovery time lines are met. Contract Vendor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract/Agreement shall be maintained in the event of a disruption to the Contract Vendor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contract Vendor's actions to address the impacts of the following key areas likely to cause a disruption to Contract Vendor's operations: loss of key personnel, loss of facility, and loss of information technology. Contract Vendor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contract Vendor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

44. 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.

45. NO AUTOMATIC RENEWALS. The State does not agree to any automatic renewals which require the payment of additional fees.

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46. LIMITED INCREASE OF MAINTENANCE AND OTHER FEES. [Reserved]

47. SERVICE LEVEL AGREEMENT AND CREDITS FOR DOWN TIME. Specific service level agreement terms may be negotiated within an individual Statement of Work. Contract Vendor shall provide service level and credit terms that are at least as favorable to the State as would be available directly from the cloud service provider to its customers.

The State may immediately terminate the Participating Addendum or any related Statement of Work for cause if the frequency or duration of any Online Services disruption or performance degradation is such that it materially impacts, as determined by the State, a function of State business.

48. 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.

49. TERMS AND CONDITIONS LIMITED BY MINNESOTA LAW. The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law.

50. 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.

51. CONTRACT VENDOR DISCLAIMERS OF WARRANTIES INVALID. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

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

53. DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS

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

54. PROFESSIONAL/TECHNICAL (P/T) SERVICES

For eligible Minnesota state agencies utilizing this contract, Professional/Technical Services **must** be within the scope of services available through the Master Contract. State agencies **must** request, in writing, and obtain prior written approval from the State's Department of Administration, Office of State Procurement (OSP) before proceeding with projects.

55. 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 State's agency head. The



balance due will be paid when the State's agency head determines that the Contract Vendor has satisfactorily fulfilled those Professional and Technical Services.

56. 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.

57. ROOT ACCOUNT OWNERSHIP. The State shall own all root accounts created under this Contract and shall have sole possession of root account keys. Contract Vendor shall provide the root account keys to the State upon creation of applicable services under this Contract.

58. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053). Contract Vendor 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 Contract 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.

GENERAL INSURANCE REQUIREMENTS

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

The Contract Vendor 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 Contract Vendor 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 CONTRACT VENDOR:

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 Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. 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 Contract Vendor'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 CONTRACT VENDOR:

The Contract Vendor'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 Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor'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 Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor 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 Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

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POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor 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 Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor 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 Contract Vendor.

2. Automobile Liability Insurance:

The Contract Vendor 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 Contract Vendor 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 Contract Vendor.

3. General Liability Insurance:

The Contract Vendor 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 Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$3,000,000 - Annual Aggregate

\$3,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

☒ Premises and Operations Bodily Injury and Property Damage

PARTICIPATING ADDENDUM

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- ☒ Personal & Advertising Injury
- ☒ Blanket Contractual
- ☒ Products and Completed Operations
- ☒ State of Minnesota named as an Additional Insured

4. 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 confidential or private information, transmission of a computer virus or denial of service.

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

- \$10,000,000 per occurrence
- \$10,000,000 annual aggregate

5. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

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.

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

- \$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 \$50,000 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.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Minnesota Exhibit B

NOTICE FROM THE STATE OF MINNESOTA ON THE SECURITY OF IT CLOUD SERVICES

This document serves as notice from the State of Minnesota and _____, a Contract Vendor with a Master Contract under the NASPO ValuePoint Cloud Solutions Contract 2016-2026 and authorized to sell under a State Participating Addendum (Contract) to members of the Cooperative Purchase Venture (CPV) program (Minn. Stat. § 16C.03, subd. 10). Authorized Contract Vendor(s) may sell "cloud" technology and services. (For additional information on the meaning of the terms cloud, see definitions from the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), available at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>)

You are receiving this notice because you or your organization have been provided or will be provided a proposal or quote from the above named Contract Vendor for Cloud Hosting Service(s). The particular product(s)/service(s) is/are: _____.

This document serves as notice of the following: UNLESS OTHERWISE STATED, THE STATE OF MINNESOTA MAKES NO ASSURANCES OR WARRANTIES AS TO THE SECURITY AND/OR PROTECTION OF YOUR ORGANIZATION'S DATA IN THE PRODUCT/SERVICE'S CLOUD COMPUTING ENVIRONMENT, WHICH MAY OR MAY NOT INCLUDE TRANSMITTING, STORING, AND/OR PROCESSING YOUR ORGANIZATION'S DATA OUTSIDE THE UNITED STATES. THE STATE RECOMMENDS THAT YOUR ORGANIZATION CONDUCT ITS OWN RISK ASSESSMENT/ANALYSIS PRIOR TO PURCHASING THE PRODUCT/SERVICE, INCLUDING, BUT NOT LIMITED TO, DETERMINING THE PUBLIC/NOT PUBLIC CLASSIFICATION OF THE DATA UNDER STATE AND FEDERAL LAWS TO BE TRANSMITTED, STORED, AND/OR PROCESSED IN THE PRODUCT/SERVICE'S CLOUD COMPUTING ENVIRONMENT.

Please note: the Contract Vendor is not required to provide this notice to your organization more than once within the total term of the Contract for a particular product or service. This means you will not receive this notice again for the same product/service.

With my signature below I hereby acknowledge, with the full authority to do so, receipt of this notice on behalf of my entire CPV member organization. Prior to signature and proceeding with purchase, the State recommends sharing this notice with and consulting with your organization's chief information officer, chief information security officer, or equivalent incumbent.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CPV Member Organization Name: _____

Please return signed version to the above named Contract Vendor if you wish to proceed with the purchase. The Contract Vendor must retain the signed written notice for a minimum period of six (6) years after the purchase.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Minnesota Exhibit C
PRICE SCHEDULE

The Contract Vendor's Price List, as amended, is hereby incorporated by reference into this Contract subject to any additional requirements or limitations in this Contract, and is available at:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1497893023_Carahsoft%20-%20Pricelist%2006-2017.pdf

or via Contract Vendor's contractor page on the NASPO ValuePoint web site:

<http://www.naspovaluepoint.org/#!/contract-details/71/contractor/440>

To the extent that hourly professional or technical services are available through this Contract, Contract Vendor will use the following rates, or lower if negotiated within an applicable Statement of Work:

Labor Category	SKU	Job Description	Commercial	Base Rate
Architect	CON-A	Can cover all responsibilities of the Senior Consultant role. Additionally, analyzes and establishes the requirements of the system in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software to support the total requirements as well as provide for present and future cross-functional requirements.	\$ 380.36	\$ 362.25
Consultant	CON-C	Can complete all responsibilities of Staff Consultant role. Consultants in a technical capacity will serve as a developer and designer of custom software solutions consistent with service-oriented component based architecture and developer of business intelligence or data warehouse solutions. Skills and responsibilities include the following: • Responsible for out-of-the box setup and configuration of products • Provides full system development and configuration life cycle support for areas such as system architecture, hardware, software, operating systems, distributed computing, data analysis, resource management, programming, system performance, security, networking, data migration, report development, dashboard development, and tool confirmation • Particular expertise in open source products, enterprise	\$ 241.50	\$ 230.00

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

		application integration, portals, content management, business intelligence, data warehousing, and/or business process redesign. • Active team member who will make recommendations to other team members. • Can take on leadership roles of smaller components of a larger program or engagements that at small or short in duration.		
Consulting Engineer	CON-CE	Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.	\$ 210.00	\$ 200.00
Cyber Security Consultant	CON-CSC	Duties include engaging in computer forensics to determine malware infection path and activities, including compromise timeline, writing technical blogs, developing and presenting materials at conferences based on original security research, performing malware reverse engineering, and advising clients on how to improve their security posture.	\$ 341.25	\$ 325.00
Database Security Architect	CON-DSA	Prepares and plans the overall software development environment. Responsible for providing overall systems design. Performs development tools selections. Performs benchmarking for optimizing the systems platforms. Develops prototypes and acts as the primary lead technical consultant in a software development environment.	\$ 375.17	\$ 356.41

CLOUD SOLUTIONS 2016-2026

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Director/Engineer	CON-DE	Responsible for ensuring the engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for providing the vision and direction for the group and evolving the consulting group organization to meet the strategic challenges. They serve as the primary interface for the executive management of major clients to develop the IT and business strategy and implementation plan.	\$ 309.66	\$ 294.18
Information Architect	CON-IA	Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.	\$ 204.75	\$ 195.00
Information Security Consultant	CON-ISC	Determine the most effective way to protect computers, networks, software, data and information systems against any possible attacks. Interview staff and heads of departments to determine specific security issues. Perform vulnerability testing, risk analyses and security assessments. Research security standards, security systems and authentication protocols. Prepare cost estimates and identify integration issues for IT project managers. Plan, research and design robust security architectures for any IT project. Test security solutions using industry standard analysis criteria. Deliver technical reports and formal papers on test findings. Provide technical supervision for (and guidance to) a security team. Define, implement and maintain corporate security policies. Respond immediately to security-related incidents and provide a thorough post-event analysis. Update and upgrade security systems as needed.	\$ 315.00	\$ 300.00

CLOUD SOLUTIONS 2016-2026

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Principal Architect	CON-PA	Can cover all responsibilities of more junior level roles. Responsible for implementing whole scale change and full scale system implementation governance processes for enterprise clientele. Works hand in hand with customer enterprise architecture teams to formulate IT policy defining new IT capabilities introduced through project delivery. Within the scope of IT policy, outlines the protocols dictating the day-to-day usage and support of these capabilities and assists with amending conflicting language and terms of legacy IT policy. Additional responsibilities include internal business unit collaborative development of new product, technology, and service offerings. Works directly with Product Engineering during the implementation of client facing early adopter programs.	\$ 519.23	\$ 494.50
Product Designer	CON-PD	Design practice follows a formal methodology to ensure the final application not only meets business requirements, but reflects a best-in-class experience for your intended user. The Product Designer focuses on identifying the feature set for the application and translating that to a user experience for the development team. Activities may include completing the information architecture, user flows, wireframes, visual design, and high fidelity mock-ups and style guides.	\$ 285.12	\$ 271.54
Product Manager	CON-PM1	Services to our clients include individuals who serve as interim product managers for clients who are looking to build successful products quickly. The product manager works closely with entrepreneurs, designers, engineers, and customers to ensure the right product is defined, prioritized, and built. He or she ensures all business requirements are identified and prioritized and has the final say on functional design. The PM interfaces with subject matter experts, the client's technical organization, and the project team to ensure all voices are heard and coordination is efficient. Success in this role comes from general business and project management experience and top communication skills	\$ 285.12	\$ 271.54

**CLOUD SOLUTIONS 2016-2026**

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Program Manager	CON-PM2	Manages high complexity programs/projects to successful completion from initiation through delivery and closure. Ultimately, the Program Manager is responsible for the overall strategic vision of Project Management at Red Hat. This requires coordination of cross functional Teams (through meetings and progress measurement activity) across Red Hat organizations. The role will be fulfilled by an expert project management professional and/or an agile coach performing as a release train engineer, with a full understanding of industry standard project management practices (as well as Red Hat policies and procedures) and will interact with senior Red Hat and Customer management.	\$ 362.25	\$ 345.00
Project Coordinator	CON-PC	Contributes essential administrative support to coordinate a technical project team, often under the direction of a Project Manager or leader. Duties of a Project Coordinator include back office requirements for a project to include scheduling meetings (internal, external, cross functional), taking meeting minutes, and developing presentations for project staff. In addition, the Project Coordinator participates in administration of time and expenses, and supports project analysis and status reporting requirements. On occasion, a proven Project Coordinator may take on management of low complexity projects on a part time basis.	\$ 211.31	\$ 201.25
Project Manager	CON-PM	Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.	\$ 204.75	\$ 195.00

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

Senior Architect	CON-SA	Can complete all responsibilities of the Consultant role. Additionally responsible for: Providing technical direction and review for subordinates, Taking work direction and report to management on a regular basis, Developing detailed technical plans with milestone schedules for all assigned tasks within section, Providing expertise in disciplines such as information security, IT planning, Defining metrics for system performance, Evaluating system sizing requirements and assumptions, Identifying new technologies, Implementing system development methodologies/processes, security policies and supports transition planning, Providing architectural design and direction for routinely executed solutions	\$ 452.81	\$ 431.25
Senior Consultant	CON-SC1	Can complete all responsibilities of the Consultant role. Additionally responsible for: Providing technical direction and review for subordinates, Taking work direction and report to management on a regular basis, Developing detailed technical plans with milestone schedules for all assigned tasks within section, Providing expertise in disciplines such as information security, IT planning, Defining metrics for system performance, Evaluating system sizing requirements and assumptions, Identifying new technologies, Implementing system development methodologies/processes, security policies and supports transition planning, Providing architectural design and direction for routinely executed solutions	\$ 344.14	\$ 327.75
Senior Consulting Engineer	CON-SCE	Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.	\$ 241.50	\$ 230.00

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

Senior Database Security Architect	CON-SDSA	Prepares and plans the overall software development environment. Responsible for providing overall systems design. Performs development tools selections. Performs benchmarking for optimizing the systems platforms. Develops prototypes and acts as the primary lead technical consultant in a software development environment.	\$ 398.99	\$ 379.04
Senior Director/Engineer	CON-SDE	Responsible for ensuring the engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for providing the vision and direction for the group and evolving the consulting group organization to meet the strategic challenges. They serve as the primary interface for the executive management of major clients to develop the IT and business strategy and implementation plan.	\$ 339.44	\$ 322.47
Senior Information Architect	CON-SIA	Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.	\$ 262.50	\$ 250.00
Senior Project Coordinator	CON-SPC	Actively manages medium to high complexity projects to successful completion from initiation through delivery and closure. This requires coordination of cross functional teams (through meetings and progress measurement activity) which bring distinct, specific projects to completion both on time and within budget. The role will be fulfilled by an experienced project management professional or scrum master, with a full understanding of industry standard project management practices (as well as Red Hat policies and procedures) and the ability to interact with senior Red Hat and Customer management.	\$ 289.80	\$ 276.00

CLOUD SOLUTIONS 2016-2026

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Senior Project Manager	CON-SPM	Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.	\$ 256.80	\$ 244.57
Senior Technical Expert	CON-STE	Provide expert, independent services and leadership in specialized technical areas. Provides expertise on an as needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software/hardware. Coordinates with contractor management and Government personnel to ensure that the problem has been properly defined and that the solution will satisfy the Government's requirement.	\$ 458.54	\$ 435.61
Software Engineer/Developer	CON-SED	Execute agile software development techniques and methods by working with project teams in the adoption of object-oriented design and programming in a variety of languages; the assimilation of XP/agile methodologies including pairing and test-driven development (TDD). Developers work in tandem with the customer and frequently present and communicate verbally and in writing with individuals who possess limited technical knowledge. A high level of collaboration and teamwork is essential to the successful outcome of any development project.	\$ 285.12	\$ 271.54
Staff Consultant	CON-SC	Develop and/or day-to-day system administrator. Will typically serve in a capacity to develop custom software solutions from scratch under the direction of more senior level personnel. Also expected to assist in the setup and configuration of systems. In addition, a staff consultant will serve as a system administrator addressing day-to-day system configuration, monitoring, and troubleshooting activities	\$ 193.20	\$ 184.00
Technical Expert	CON-TE	Provide expert, independent services and leadership in specialized technical areas. Provides expertise on an as needed basis to all task assignments. Provides expert advice and assistance in state-of-the-art software/hardware. Coordinates with contractor management and Government personnel to ensure that the problem has been properly defined and that the solution will satisfy the Government's requirement.	\$ 410.90	\$ 390.36

CLOUD SOLUTIONS 2016-2026
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Minnesota Exhibit D

State of Minnesota - Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission. 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 email at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- ☒ Attached is our current MDHR Equal Pay Certificate.
- ☐ Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- ☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature: 

Date: August 14, 2017

Printed Name: Ellen Lord

Title: Contracts Manager

Organization: Carahsoft Technology Corp

MN/Fed Tax ID: 52-2189693

Issuing Entity: Minnesota Department of Human Rights

Project # or Lease Address: AR2472

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah



Minnesota Exhibit E

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☒ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Carahsoft Technology Corp. Date: 08/14/17

Authorized Signature: [Signature] Telephone number: 703-871-8679

Printed Name: Ellen Lord Title: Contracts Manager

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>
Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095 Toll Free: 800-657-3704
TTY: 651-296-1283

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Minnesota Exhibit F

State of Minnesota
Department of Administration
Office of State Procurement

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: Carahsoft Technology Corporation
Address Line 1: 1860 Michael Faraday Drive, Suite 100
Address Line 2: Reston, VA 20190
Address Line 3:

Minnesota SWIFT Vendor Registration Number: 0000264348

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online on our website at <http://www.mmb.state.mn.us/vendorresources>. (Note: If approved, you will receive your vendor number approximately two business days after you register.)

Are you a sole proprietorship? Yes ☐ No ☒

Are you an independent contractor? Yes ☐ No ☒

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Minnesota Exhibit G
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.

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 Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

Contact Person for Orders:

Name: <u>Karina Woods</u>	Title <u>Order Management Director</u>
Telephone Number: <u>703-871-8509</u>	Fax Number: <u>703-871-8505</u>
Toll Free Number: <u>703-871-8500</u>	Email: <u>OM@carahsoft.com</u>

Contact Person to Expedite Orders (if different from above):

Name: <u>Jack Dixon</u>	Title <u>Contracts Specialist</u>
Telephone Number: <u>703-230-7545</u>	Fax Number: <u>703-871-8505</u>
Toll Free Number: <u>703-871-8500</u>	Email: <u>Jack.dixon@carahsoft.com</u>

Order Address:

Street/PO Box: <u>1860 Michael Faraday Drive, Ste 100</u>	Email: <u>sales@carahsoft.com</u>
City/State/Zip: <u>Reston, VA 20190</u>	Fax Number: <u>703-871-8505</u>
Telephone Number: <u>703-871-8500</u>	Toll Free Number: <u>703-871-8500</u>

Remit-To Address:

Street/PO Box: <u>1860 Michael Faraday Drive, Ste 100</u>	Email: <u>sales@carahsoft.com</u>
City/State/Zip: <u>Reston, VA 20190</u>	Fax Number: <u>703-871-8505</u>
Telephone Number: <u>703-871-8500</u>	Toll Free Number: <u>703-871-8500</u>

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

MINNESOTA EXHIBIT H-1

ADDENDUM TO THE STATE OF MINNESOTA PARTICIPATING ADDENDUM UNDER NASPO CONTRACT
NUMBER AR2472 ("NASPO Contract")
FOR SERVICES
BETWEEN
Carahsoft Technology Corp. ("Carahsoft") and Acquia, Inc. ("Acquia or Vendor")
AND
State of Minnesota ("State")
Reference to Attachment E Subscription Services Agreement Terms and Conditions

Notwithstanding anything contained in the above-referenced NASPO Contract Attachment E Terms and Conditions of Service (the "Acquia SSA") to the contrary, including without limitation any terms and conditions contained in, attached to or referenced in the Contract, this Addendum shall prevail in the event of a conflict between this Addendum and the Attachment E Acquia SSA. Unless otherwise defined herein, all capitalized terms used in this Addendum have the meanings ascribed to them in the Acquia SSA.

The Acquia SSA as incorporated into Amendment 4 to NASPO Contract Number AR2472 is hereby agreed to by the parties with the following amendments:

- I. **Section 4.3 (d) Restrictions.** is hereby amended by inserting the words "except as required by applicable law" immediately after "performance tests of the Services,".
- II. **Section 8.1.** The definition of "Confidential Information" is hereby amended as follows: "Confidential Information" means all confidential or proprietary information that is protected from disclosure under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and may include benchmark or similar test results, other technology and technical information, security information, security audit reports, and business and marketing plans, except that Acquia may reference and use Customer's name, logos and the nature of the Services provided hereunder in Acquia's business development and marketing efforts.
- III. **Section 8.4 (ii) Compelled Disclosure.** is hereby amended by inserting the words "to the extent not inconsistent with applicable law" immediately after "wishes to oppose the disclosure,".
- IV. **Section 10. Mutual Indemnification.** is hereby renamed "Section 10. Indemnification and Liability".
- V. **Section 10.2 Indemnification by Customer.** is replaced with the following: Customer shall be responsible for its own acts and behavior and the results thereof to the extent authorized by law. Customer's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736. For the avoidance of doubt, and without limiting the foregoing, Customer assumes responsibility if Customer Data or Customer Applications infringes or misappropriates the intellectual property rights of a third party, violates applicable law or causes tortious harm to a third party.
- VI. **Section 11.1 Limitation of Liability.** is hereby amended by deleting the word "mutual" immediately before "indemnification" and adding the words "and liability" immediately after "indemnification".
- VII. **Section 12.2 Terms of Subscription Services.** The parties acknowledge and agree that any Subscription renewal shall be subject to mutual agreement of the parties.
- VIII. **Section 12.6 Survival.** is hereby amended by deleting the word "mutual" immediately before "indemnification" and adding the words "and liability" immediately after "indemnification".
- IX. **Section 13.2 Governing Law and Jurisdiction. Insert:** Notwithstanding the foregoing, this contract shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this contract or afforded to the State by Minnesota law. **Delete:** Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the Commonwealth of Massachusetts in Suffolk County or the United States District Court, Eastern

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**Led by the State of Utah

District of Massachusetts. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. **Also Delete:** "in any state, federal, or national court of competent jurisdiction" immediately after "remedies, injunctive and other equitable relief".

- X. **Section 13.3 Waiver of Jury Trial.** Is hereby deleted.
- XI. **Section 14.6 Non-Solicitation.** Is hereby deleted.
- XII. **Government Data Practices.** Acquia (to the extent applicable to the Acquia Platform and in the performance of Services contemplated under this Agreement and for any State data provided directly to Acquia) and Customer must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by Customer under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Acquia under this Agreement. 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 Acquia or Client. If Acquia receives a request to release the data referred to in this clause, Acquia must immediately notify and consult with Customer's Authorized Representative as to how Acquia should respond to the request. Acquia's response to the request shall comply with applicable law. Without limiting the foregoing, any Security assessment performed subject to Minn. Stat. § 13.055 Subd. 6. Security assessments. shall be limited to Customer's Application and exclude audit of the Platform.
- XIII. **State Audit.** To the extent permitted under Minn. Stat. section 16C.05, subd. 5 the books, records, documents and accounting practices and procedures of Acquia relevant to this Agreement shall be subject to examination by the Minnesota Legislative Auditor or State Auditor as appropriate for a minimum of six years.
- XIV. For any Statement of Work (SOW) for Professional Services that meet the definition in Minnesota Statutes Section 16.08, Subdivision 1, the following terms are added:
 - a. **Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this SOW may be paid until the final product of this SOW has been reviewed by the Customer's agency head. The balance due will be paid when the Customer's agency head determines that the Client has satisfactorily fulfilled all the terms of the Agreement.
 - b. **Termination by the Commissioner of Administration.** The Commissioner of Administration may cancel this SOW at any time, with or without cause, upon 30 days' written notice to Acquia. Upon termination, Acquia will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- XV. **Accessibility.** Acquia 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 or <http://mn.gov/mnit/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. To the extent that use of Acquia products and services involves a customer portal, web site or similar customer interface, Acquia will use commercially reasonable efforts to develop such portal, web site or interface in conformance with the above referenced standards as upgrades are made to the Acquia products and services. Without limiting the foregoing, Acquia's Voluntary Product Accessibility Template (V-PAT; version 1.3, dated May 13, 216), describes the applicable Section 508 compliance standards and supporting features of the Acquia Cloud Product.

SIGNATURE PAGE FOLLOWS

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah



NASPO

ValuePoint

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

Office of MN.IT Services

Name: Jesse Oman

Signature: [Signature]

Date: 8/15/17

Acquia Joseph Bulens

Name: _____

Signature: DocuSigned by: Joseph Bulens

Date: 49ADFF7BE81D4D4 August 14, 2017 | 8:46 AM EDT

Commissioner of Administration
(Or delegated representative)

Name: Andy Doran

Signature: Andy Doran

Date: 8/16/17

Carahsoft

Name: Ellen Lord

Signature: [Signature]

Date: 8-14-17