

Contract #: 209670

Entry Date: 1/21/2021 9:55:19 AM

Department: Wyoming Department of Administration and Information, General Services, Procurement

Agency Contact: Gershmel, Mandy

Phone: 3077776718

Other Agency Contact:

Client Comments: Workday NASPO PA for Cloud Solutions

WYOMING ATTORNEY
GENERAL'S OFFICE

MAR 12 2021

Tyler M. Renner
APPROVED AS TO FORM

Contractor/Vendor Name: WORKDAY, INC.

Contract Title: Workday, Inc.

Contract Type: IT Contract (routes to OCIO first)

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Tyler Renner

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2507

Contractor: **WORKDAY, INC.**

Participating Entity: **STATE OF WYOMING**

The following products or services are included in this contract portfolio: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wyoming (each, a "Purchasing Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: **WORKDAY, INC.**

Name:	Sherry Amos
Address:	6230 Stoneridge Mall Road Pleasanton, CA 94588
Telephone:	703-402-3476
Email:	Sherry.amos@workday.com

Participating Entity: **State of Wyoming**

Name:	Mandy Gershmel
Address:	2800 Central Avenue, Cheyenne, WY 82002
Telephone:	(307) 777-6718
Email:	Mandy.gershmel1@wyo.gov

NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

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5. Participating Entity Modifications Or Additions To The Master Agreement: This Participating Addendum, consisting of three (3) pages, and Attachment A, Wyoming General Conditions, consisting of six (6) pages, are added to the NASPO Master Agreement #AR2507 (the "Master Agreement"). In the event of any conflict or inconsistency between this Participating Addendum, Attachment A, Wyoming General Conditions, and the Master Agreement, as amended, the following order of precedence will govern as between the Participating Entity and the Contractor: (1) Attachment A, Wyoming General Conditions, (2) this Participating Addendum, and (3) the Master Agreement, as amended, and then any other document incorporated by reference.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wyoming, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by the Participating Entity or any Purchasing Entity for a product and/or service available from the 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.

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NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
 Led by the State of Utah

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

Participating Entity: State of Wyoming	Contractor: WORKDAY, INC.
Signature: DocuSigned by: <i>Mandy Gershmel</i> 88EEC7841EB84C3	Signature: <i>Michael Magaro</i> Michael Magaro (Mar 15, 2021 13:05 PDT)
Name: Mandy Gershmel	Name: Michael Magaro
Title: Senior Buyer	Title: Senior Vice President, Business Finance
Date: 3/16/2021	Date: Mar 15, 2021

Approved as to Legal Form by:

Rachel Evans
Rachel Evans (Mar 15, 2021 14:54 CDT)

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY WITH ATTACHMENT A:

Tyler M. Renner #209670
 Tyler M. Renner, Senior Assistant Attorney General

03-12-2021
 Date

WYOMING DEPARTMENT OF ADMINISTRATION & INFORMATION:

DocuSigned by:
Patricia L. Bach
6F4BEF2B8DF5404...
 Patricia L. Bach, Director

3/23/2021
 Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

Attachment A Wyoming General Conditions

This Attachment A, Wyoming General Conditions, is incorporated into the Participating Addendum. Together, those documents (the "Wyoming Documents") supplement and modify as applicable terms and conditions contained in Utah NASPO ValuePoint Master Agreement AR2507, dated March 18, 2017, as amended (the "Master Agreement"), as between Workday, Inc. ("Contractor") and the State of Wyoming (referred to in this Attachment A as "State"). In the event of any conflict or inconsistency between the terms and conditions contained in the Master Agreement and the Wyoming Documents, the terms and conditions in the Wyoming Documents shall control, and shall supersede and replace the terms contained in the Master Agreement as between the Contractor and State.

The following provisions of the Master Agreement are amended as follows:

1. Section 21 Payment, is amended for purposes of this Participating Addendum to change the time for Payment from thirty (30) days to forty-five (45) days, pursuant to Wyo. Stat. § 16-6-602.

The following General Conditions of this Attachment A are hereby incorporated into the Participating Addendum:

1. **P.O. Acceptance.** Contractor shall notify State if State's purchase order is not accepted by Contractor.
2. **General Provisions.**

A. Amendments. Any changes, modifications, revisions or amendments to this Participating Addendum which are mutually agreed upon by the parties to this Participating Addendum shall be incorporated by written instrument, executed by all parties to this Participating Addendum.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Participating Addendum as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Availability of Funds. Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action.

If funds are not allocated and available for continued performance of the Participating Addendum, the Participating Addendum may be terminated by the State at the end of the period for which the funds are available. The State shall notify the Contractor in writing at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any unfunded future payments due or for any damages as a result of termination under this section. Upon request by Contractor, the State of Wyoming shall identify to Contractor the extent to which funds have been allocated for individual Order Forms.

D. Award of Related Contracts. The State may award supplemental or successor contracts for work related to this Participating Addendum or may award contracts to other contractors for work related to this Participating Addendum. The Contractor shall cooperate fully with other contractors and the State in all such cases as set forth in the Master Agreement.

E. Indemnification. The Contractor shall indemnify the State of Wyoming as set forth in Sections 13(b) and (c) of the Master Agreement, provided, however, that any defense of the State of Wyoming for Intellectual Property Claims shall be done in consultation with the Wyoming Attorney General as required by Wyoming statute.

F. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Participating Addendum and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Participating Addendum, the Contractor shall be free from control or direction over the details of the performance of services under this Participating Addendum. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling its obligations under the terms of this Participating Addendum. Nothing in this Participating Addendum shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or any Purchasing Entity, or to incur any obligation of any kind on behalf of the State of Wyoming or any Purchasing Entity. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Participating Addendum.

G. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Participating Addendum, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Participating Addendum. If the Contractor breaches or violates this warranty, the State may, at its discretion, terminate this Participating Addendum without liability to the State, or deduct from the contract

price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Participating Addendum.

I. Prior Approval. This Participating Addendum shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Participating Addendum has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information Procurement Division, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

J. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and each Purchasing Entity that is an instrumentality of the State of Wyoming expressly reserve sovereign immunity, and each Purchasing Entity constituting a governmental entity expressly reserves governmental immunity. All of them specifically retain all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

K. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state, and local law with regard to Contractor's employees and Contractor's income.

L. Termination of Participating Addendum. This Participating Addendum may be terminated, without cause, by the State upon thirty (30) days written notice consistent with the Master Agreement. This Participating Addendum may be terminated immediately for uncured material breach if the Contractor fails to perform in accordance with the terms of this Participating Addendum consistent with the Master Agreement. Any termination of this Participating Addendum under this provision shall not affect the rights and obligations attending Order Forms executed prior to the termination.

M. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Participating Addendum.

N. Counterparts. This Participating Addendum may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Participating Addendum.

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