Participating Addendum for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) Services between State of Minnesota and Info-Tech Research Group Inc

Minnesota Contact #: 291740

Minnesota T-Number: 26RAS

This Participating Addendum is entered into by the State of Minnesota, acting through its Commissioner of Administration (" State" or "Participating Entity") and Info-Tech Research Group Inc ("Info-Tech" and/or "Contractor") whose designated business address is 3960 Howard Hughes Parkway, Suite 500, Las Vegas, NV 86169 (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number **DPC-1428523190-SA-28-PASS_ITRAC**, executed by Contractor and the State of North Carolina ("Lead State") for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services ("Master Agreement"):

Info-Tech Research Group Inc. ("Contractor")
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Stephanie Brown
Senior Director, Bids & Contracts
bids_contracts@infotech.com
1-888-670-8889

Participating Entity's contact for this Participating Addendum is:

Mark Haselman
Acquisition Management Specialist, Sr.
Mark.haselman@state.mn.us
651-201-3049

II. TERM.

a. Effective date. This Participating Addendum is effective as of the date of the last signature below or **June 9, 2026**, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

b. Expiration date. Unless otherwise terminated pursuant to Section 4 of Attachment A, the expiration date of this Participating Addendum is April 30, 2028.

III. SURVIVAL OF TERMS. The following sections survive the expiration or cancellation of this Participating Addendum and all Orders. Indemnification, State Audits, Government Data Practices, Governing Law, Intellectual Property Indemnification, Publicity and Endorsement, and Participating Entity Reporting Requirements and Administrative Fee.

IV. PARTICIPATION AND USAGE. This Participating Addendum may be used by all authorized state agencies, and CPV members as defined in Exhibit A. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties. Any eligible entity which purchases services from the Contractor pursuant to this Agreement shall be a "Purchasing Entity".

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws. The Ordering Entity and Contractor agree to submit to the jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to

Contractor and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded and as described in the Master Agreement.**

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. WORK ORDER CONTRACT ("ORDERS"). A Work Order Contract specific to the Purchasing Entities engagement shall be negotiated and executed by Contractor and Purchasing Entity. A Sample Work Order Contract is attached as Exhibit C. Purchasing Entities may place orders under this Participating Addendum after receiving approval from the Commissioner of Administration by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

In the event that any provision of the Contractor's Ordering Document, including Service Descriptions, is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement and duly executed Work Order Contract shall be read as cumulative and complimentary to extend possible, with direct conflict resolved in favor of the Contract.

Work Order Contracts for consulting services may not extend beyond the Expiration Date of this Contract.

VIII. LIMITATION OF LIABILITY. The following clause shall flow down to, and be deemed to be included in, all Work Order Contracts with all Purchasing Entities:

Except for the Contractor's obligations under section XII of the Master Agreement (Indemnification), the maximum amount that Contractor is liable for under this Participating Addendum or a Work Order Contract is two (2) times the Work Order Contract amount or Two Million Dollars ($2,000,000USD),whichever is greater.

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contractor is required to remit to the Department of Administration, Office of State Procurement, a fee of 1% (.0.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Contract. 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 Contractor 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. Failure to provide these reports may result in Contract cancellation. The State may request additional periodic or ad-hoc usage reports upon 30 days' notice. The pricing under this Participating Addendum has been adjusted to incorporate the above-noted fee. Except as expressly set forth herein, Contractor shall not separately invoice, surcharge, or otherwise recover any administrative fees, including the NASPO ValuePoint administrative fee or any state-imposed fee, outside of the pricing set forth herein.

X. RESEARCH AND ADVISORY INVOICE & PRICING. The research and advisory services under this Agreement are subscription-based and provide immediate access to proprietary information resources upon onboarding. The Parties agree that advance payment for these services is justified based on the nature of the services and their alignment with Purchasing Entity business needs.

XI. FEDERAL FUNDING REQUIREMENTS.

a. Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

b. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XII. ATTACHMENTS AND ORDER OF PRECEDENCE. The following attachments, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between Contractor and State:

a. Minnesota Participating Addendum
b. Minnesota Exhibit A
c. Minnesota Exhibit B: Insurance Terms
d. Minnesota Exhibit C: Sample Work Order Contract
e. The NASPO ValuePoint Solicitation
f. Info-Tech response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth or references in this Contract shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Contract shall be read as consistent with the Order of Precedence established in the Master Agreement.

XIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Stephanie Brown
Senior Director, Bids & Contracts
bids_contracts@infotech.com
1-888-670-8889

For Participating Entity:

Mark Haselman
Acquisition Management Specialist, Sr.
mark.haselman@state.mn.us
651-201-3049

XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XV.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

1. INFO-TECH RESEARCH GROUP INC. (Contractor)

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

By: Signed by: Azeezat Adeyare A2C12D5EE6F248C...

Title: Legal Counsel

Date: 6/9/2026

2. Department of Administration (STATE AGENCY)

By: DocuSigned by: Rachel Dougherty DD8CD649A70445E...
(with delegated authority)

Title: Chief Procurement Officer

Date: 6/11/2026

3. Commissioner of Administration

As delegated to the Office of State Procurement

By: DocuSigned by: Charles Sutter 7C066BFC0B5A4BE...

Date: 6/12/2026

Minnesota Exhibit A

1. **Definitions.**

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its 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 Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at https://mn.gov/admin/osp/other-purchasers/cpv/.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term applies to any State Agency or CPV Member placing an order under the Contract.

1.4 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 Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

1.5 Contract. Contract is defined as this Participating Addendum, which incorporates the terms of the NASPO Master Agreement.

1.6 Master Agreement. Master Agreement is defined as the corresponding NASPO ValuePoint Master Agreement between the Lead State and the Contractor.

2. **Prompt Payment and Invoicing.**

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice. Terms requesting payment in less than 30 days will be changed to read "Net 30 days."

3. **Assignment, Amendments, and Waiver.**

3.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State (such consent not to be unreasonably withheld) and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

3.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

3.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

4. **Termination.**

4.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract, or any Order, at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Contractor will be entitled to payment for all Research Subscriptions issued via this PA for which access has been provisioned. For purposes of this Contract, work shall be unsatisfactory if it fails to conform to the specifications set for herein, in the applicable Order, or is performed in violation of federal, state, or local law including business registration.

4.2 Termination for Breach. The State may terminate this Contract, or any Order, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

4.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

5. **Copyright.** The Contractor 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 in accordance with this Contract of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

6. **Insurance.** If applicable, prior to execution of the Contract, the Contractor 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 Contract.

7. **Pricing Changes.** No price increases are allowed unless approved by the Lead State for the Master Agreement.

8. **Contractor's Documents.** Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the

terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must 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. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

9. **Purchase Orders (PO) and Purchasing Cards.** The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

10. **Taxes.** Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

11. **No Automatic Renewals.** The State does not agree to any automatic renewals which require payment of additional fees.

12. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor 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 Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

13. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, 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 under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. 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 the Contractor or the State.

    If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

14. **Publicity and Endorsement.**

    14.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

    14.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

15. **State Audits (Minn. Stat. § 16C.05, Subd. 5).** Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

16. **Diverse Spending Reporting.** If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

17. **E-Verify Certification.** For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor 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. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

18. **Affirmative Action Requirements.** The State intends to carry out its responsibility for requiring affirmative action by its contractors.

    18.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor 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, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

    18.2 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19. **Equal Pay Certification.** If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

20. **Americans with Disabilities Act (ADA).** Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contractor'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 Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

21. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor 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 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.

22. **Electronic Funds Transfer (EFT) Payment Method and Structure.** In accordance with Minn. Stat. § 16A.40 the Contractor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

23. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.** Contractor 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. Contractor's certification is a material representation upon which the Contract award was based. Contractor 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.

24. **PCI Language.** All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor'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, available online at: https://www.pcisecuritystandards.org/document_library.

25. **Nonvisual Access Standards.** Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

    25.1 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;

    25.2 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;

    25.3 That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

    25.4 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; and

    25.5 Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

    25.6 These standards do not require the 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.

26. **IT Accessibility Standards.** Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

    The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

    Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any third party claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

27. **Organizational Conflicts of Interest.** To the best of Contractor's knowledge, execution and performance of this Contract does not give rise to a Conflict of Interest (as defined below). Each party agrees to promptly notify the other if, at any time during the term of this agreement, either party becomes aware that it has an actual or potential conflict of interest, including any relationship that may impair the party's objectivity or ability to perform its obligations hereunder (a "Conflict of Interest"). Upon such notice, the parties will meet and engage in good faith negotiations to resolve the alleged or potential conflict in accordance with the dispute resolution provision set forth in the Master Agreement. If the parties are unable to resolve the conflict after a reasonable time, the parties may mutually agree to terminate this Addendum.

28. **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.

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 Contractor 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. **Unenforceable Terms**

    30.1 A contract entered into by the state shall not contain a term that:

    30.1.1 requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;

    30.1.2 binds a party by terms and conditions that may be unilaterally changed by the other party;

    30.1.3 requires mandatory arbitration;

    30.1.4 attempts to extend arbitration obligations to disputes unrelated to the original contract;

    30.1.5 construes the contract in accordance with the laws of a state other than Minnesota;

30.1.6 obligates state funds in subsequent fiscal years in the form of automatic renewal as defined in section 325G.56; or

30.1.7 is inconsistent with chapter 13, the Minnesota Government Data Practices Act.

30.2 (b) If a contract is entered into that contains a term prohibited in paragraph (a), that term shall be void and the contract is enforceable as if it did not contain that term.

Minnesota Exhibit B Insurance Requirements

1. **Notice to Contractor.**

   1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

   1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

   1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof upon request, or failure of the Supplier to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

   1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. **Notice to Insurer.**

   2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

   2.2 Insurance certificate holder should be addressed as follows:

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

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

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

   3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State to the extent it has not obtained comparable insurance form a different carrier or has been unable to reinstate such insurance coverage, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

   3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

   3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

   3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's 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 Minnesota Department of Commerce if they are not rated by AM Best.

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

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list___________________________________
- State of Minnesota named as an Additional Insured, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance. Statutory Compensation Coverage.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

$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 Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Professional Liability, Errors, and Omissions.** 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. Insurance **minimum** limits are as follows:

$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.

4.5 **Network Security and Privacy Liability Insurance (or equivalent).** [Include this insurance requirement when there are technology-related risks (e.g., software licenses, subscription services, maintenance and support services). Also, use when Contractor has access to not public data on state's network or on Contractor's network.] The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

$2,000,000 per occurrence
$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Minnesota Exhibit C
Sample Work Order Contract

State of Minnesota

Professional and Technical Services

Work Order Contract

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of ___________ ("State") and ___________ ("Contractor"). This Work Order Contract is issued under the authority of Participating Addendum T-Number ______, SWIFT Contract Number ______, and is subject to all provisions of the Participating Addendum which is incorporated by reference.

Contract

1. **Term of Contract**

   1.1 Effective date. _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not being work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.

   1.2 Expiration date. _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

   1.3 Incorporation of Terms: This Work Order Contract is issued under the authority of the Minnesota Participating Addendum, SWIFT Contract Number XXXXXX, and is subject to all provisions of the Participating Addendum which is incorporated herein in its entirety, by reference, and is available from the Office of State Procurement.

2. **Scope of Work**

The Contractor shall perform all duties described in this Work Order Contract to the satisfaction of the State.

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

____

3. **Consideration and Payment**

   3.1 Consideration. The State will pay for all services performed by the Contractor under this Work Order Contract as follows:

      3.1.1 Compensation. The Contract will be paid _____.

      3.1.2 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed $_____.

      3.1.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed $_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and no more frequently than monthly.

4. **Project Managers**

The State's Project Manager is __________.The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is__________. If the Contractor's Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

5. **Diverse Spend Reporting.**

If the total value of this Work Order Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under this Work Order Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Work Order Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as this Work Order Contract is in effect.

SIGNATURES AS REQUIRED BY THE STATE.