



State of Minnesota Professional and Technical Services Master Contract

SWIFT Contract Number: 269617
Master Contract T-Number: 23ASK

This Master Contract is between the State of Minnesota, acting through its Commissioner of the Department of Administration (“State”) and Sabot Technologies, Inc. whose designated business address is 101 Parkshore Dr Ste 100, Folsom, California 95630 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State is in need of contractors to provide information technology-related services to executive branch state agencies, and other public entities, and seeks to do so by establishing a Master Contract program.
2. Contractor provided a response to a Master Contract Solicitation indicating its interest in and ability to provide the services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. May 19, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not accept work under this Master Contract until this Master Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative that it may begin accepting Work Order Contracts.
- 1.2 Work Order Contracts. The term of work under Work Order contracts issued under this Master Contract may not extend beyond the expiration date of this Master Contract.
- 1.3 Expiration date. August 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4 Applicability of Terms. The terms and conditions set forth in this Master Contract apply to this Master Contract and are incorporated into any subsequent Work Order Contract by reference, unless explicitly stated otherwise.

2. Program Details

The Contractor, who is not a State employee, may be requested to perform information technology-related professional/technical services, or provide staff augmentation services, under individual Work Order Contracts in accordance with the following:

2.1 Master Contract and Work Order Contracts. The Contractor understands that only the receipt of a fully executed Work Order Contract authorizes the Contractor to begin work under this Master Contract. Any and all effort, expenses, or actions taken before the Work Order Contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample Work Order Contract is attached and incorporated into this Master Contract as Exhibit C.

2.2 General Requirements

- 2.2.1 The Contractor understands that this Master Contract is not a guarantee of a Work Order Contract. The State has determined that it may have need for the services under this Master Contract, but does not commit to spending any money with the Contractor.
- 2.2.2 Contractor agrees to extend all professional services itemized in this Master Contract to Cooperative Purchasing Venture (CPV) members, which includes counties, cities, school districts, and higher education systems and institutions.
- 2.2.3 Contractor agrees to extend all terms and conditions itemized in this contract to any Governmental Entity entering into Work Order Contracts using the Program. For purposes of this Master Contract, a "Governmental Entity" is defined as the State, any political subdivision, or other eligible entity under Minnesota statute 471.59 or any other Minnesota Statute, with the authority to enter into Work Order Contracts. Program use is defined as issuing a solicitation or Work Order Contract assigned a tracking number by the State.

2.3 Background Checks

Prior to the performance of any work under this Master Contract and any subsequent Work Order Contract, Contractor shall conduct a new Background Check on all individual(s) selected for work prior to each individual working on-site or off-site, whether an employee or sub-contractor. The selected individual(s) shall be required by Contractor to complete and submit any required consent forms. Contractor shall be responsible for the review and evaluation of Background Check results, in compliance with all local, State, and Federal laws. Costs related to Background Checks conducted by Contractor shall be the sole responsibility of Contractor. At a minimum, a Background Check must include:

- Criminal History Check (including County or State, MN BCA, and National Sex Offender Registry);
- Social Security Number and Address Verification; and
- Other legally required or Governmental Entity requested checks (drug tests, Mantoux tests, fingerprints, tax records, etc.).

In addition, Governmental Entities (including state agencies) may require their own Background Check on individual(s) selected for work under this Master Contract and any subsequent Work Order Contract. When required by a Governmental Entity, the selected individual(s) shall be required to complete and submit any required consent forms, including but not limited to investigation forms, photo identification, and fingerprinting. Governmental Entities reserve the right to decline any of Contractor's staff accordingly and in compliance with all state and federal laws. Costs related to Background Checks conducted by a Governmental Entity shall be addressed in the Work Order Contract.

2.4 Subcontractor Identification. Contractor shall identify, in their response to all solicitations under the Master Contract Program, all subcontractors performing work under that Work Order Contract. "Subcontract" means all individuals and entities with a contractual relationship to the Contractor or any entity performing work under the Work Order Contract.

2.5 Right to Represent

To the extent applicable, Contractor shall provide evidence, in a form requested or approved by the Governmental Entity, that Contractor has the exclusive right to represent all individuals proposed to provide services to that Governmental Entity.

2.6 Rights Reserved. State reserves the right to unilaterally modify Program Details, impose Work Order Contract term limits, revise liability and indemnification options, bilaterally renegotiate terms, and make other changes to meet the State's or any Governmental Entity's best interest and address legal and compliance issues.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061, 16C.03, Subd. 3, Minn. Stat. §16C.08, Subd 1(a) and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and agrees to perform all services described in this Master Contract and performed under Work Order Contracts in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, to the satisfaction of the applicable Governmental Entity.

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

4. Time

The Contractor must comply with all the time requirements described in Work Order Contracts. In the performance of Work Order Contracts, time is of the essence.

5. Consideration and Payment

- 5.1 Consideration. The Governmental Entity will pay for all services satisfactorily performed by the Contractor for all Work Order Contracts issued under this Master Contract, as set forth in each Work Order Contract.
- 5.2 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any Work Order Contract will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the Governmental Entity's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 5.3 Payment.
- 5.3.1 Invoices. The Governmental Entity will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the Governmental Entity's Authorized Representative, identified in each Work Order Contract, accepts the invoiced services. Invoices and travel expense claims must be submitted within 30 calendar days of performing services.
- 5.3.1.1 Invoice Structure. Invoices must include a Governmental Entity designated contract number, a purchase order number (if available), a breakdown of cost, hours, and deliverables (as applicable), a date range when services were performed, name of the placed resource (if applicable), Contractor's invoice number, and the total amount billed and paid to date. Each Governmental Entity reserves the right to require submission of invoices on their own approved form.
- 5.3.2 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this any Work Order Contract may be paid until the final product of the Work Order Contract has been reviewed by the State unless a retainage exemption has been obtained from the Department of Administration. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of the Work Order Contract.
- 5.3.3 Conditions of payment. All services delivered by the Contractor under a Work Order Contract must be performed to the Governmental Entity's satisfaction, as determined at the sole discretion of the Governmental Entity's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the Governmental Entity to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

- 6.1 The State's Master Contract Authorized Representative, or his/her successor or delegate, has the responsibility to monitor the Contractor's performance. The State's Master Contract Authorized Representative is:

Name: Mark Haselman
Phone #: 651-201-3049
Email: mark.haselman@state.mn.us

The State's Project Manager will be identified in each Work Order Contract.

- 6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is:

Name: Christopher Eaves
Phone#: +1 888-447-2268 ext. 701
Email: chris@sabotconsulting.com

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

6.3 State's and Contractor's Work Order Contract Authorized Representatives will be identified in each Work Order Contract.

7. Exhibits and Order of Precedent

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

- Exhibit A: Master Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Sample Work Order Contract
- Exhibit D: Liability and Indemnification Options

The terms of a Work Order Contract may not modify, diminish, or otherwise derogate the terms and conditions set forth in this Master Contract.

1. Sabot Technologies, 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.

Signed by:
 By: *Christopher Eames*
 1CB288A01841406...

Title: President

Date: 5/20/2025

2. Department of Administration (STATE AGENCY)

DocuSigned by:
 By: *Mark Haselman*
 27F2E3577E6D4CB...

(with delegated authority)

Title: AMS sr.

Date: 5/20/2025

3. Commissioner of Administration

As delegated to the Office of State Procurement

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

Date: 5/28/2025

Exhibit A: Master Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Master Contract or any Work Order Contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the authorized parties or their successors.

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

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

2.4 Contract Complete. This Master Contract and any Work Order Contract contains all negotiations and agreements between the State or Governmental Entity and the Contractor. No other understanding regarding this Master Contract or Work Order Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. The State may terminate this Master Contract and any Work Order Contract, 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.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Master Contract and any Work Order 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 addressed within this Contract. 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. This notice will be provided within a reasonable time of the State's receiving notice.

3.4 Suspension/Termination for Program Inactivity and other Deviations from Requirements. Contractor may be suspended or terminated from participation in the program if Contractor fails to respond to any solicitations within the program for a period in excess of 6 months, fails to perform one or more Work Order Contracts in accordance with requirements, or fails to meet the requirements set forth in this Master Contract.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 Master Contract. In the performance of this Master Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Work Order Contract. Contractor's indemnification and liability under a Work Order Contract will be set forth in each Work Order Contract, with the inclusion of a single option from Exhibit D – Liability and Indemnification Options. In the absence of express indemnification and liability obligations set forth in any Work Order Contract, the terms set forth in Section 5 of the Master Contract will be implied for the purpose of that Work Order Contract.

5.3 Nothing within this Master Contract and any Work Order Contract, 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 Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Master Contract and any Work Order Contract. Venue for all legal proceedings out of this Master Contract and any Work Order Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Intentionally Left Blank

8. Subcontracting and Subcontract Payment.

8.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Master Contract or any Work Order Contract by Contractor.

The provisions of the Master Contract and any Work Order Contract shall apply with equal force and effect to all subcontractors engaged by the Contractor. No subcontract shall serve to terminate or in any way affect the

primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Master Contract and any Work Order Contract.

8.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

8.2.1 Remedy. Failure to comply with the requirements of this section may be grounds for termination of a Work Order Contract or this Master Contract by the State. Upon termination of any Work Order Contract for cause by a Governmental Entity for Contractor's failure to pay its subcontractor as required herein, Contractor waives any and all non-compete clauses and agreements, for the sole purpose of completing work defined by the applicable Work Order Contract, for the subcontractor assigned thereto. This remedy shall be subject to any other available remedies and is not exclusive.

9. 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 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.

10. 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 Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Master Contract and any Work Order 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.

11. Intellectual Property Rights.

11.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

11.1.1 "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 Contractor, its employees, agents, or subcontractors, in the performance of this Master Contract and any Work Order Contract.

11.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

11.1.3 "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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. "Works" includes Documents.

11.2 Ownership. 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 Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Master Contract and any Work Order 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 Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor 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.

11.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

11.4 Obligations.

11.4.1 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 Contractor, including its employees and subcontractors, in the performance of this Master Contract and any Work Order Contract, the Contractor 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.

11.4.2 Representation. The Contractor 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 Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

11.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’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 Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. 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 of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Master Contract and any Work Order Contract.

13. 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 Master Contract or any Work Order Contract whenever the Master Contract or any Work Order 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 Master Contract or any Work Order

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 Master Contract and any Work Order 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 Master Contract and any Work Order 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.

14. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Master Contract and any Work Order 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.

15. Diverse Spend Reporting.

If the total value of a 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 the Work Order Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from the 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 the Master Contract is in effect.

16. Publicity and Endorsement.

16.1 Publicity. Any publicity regarding the subject matter of this Master Contract and any Work Order 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.

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

17. 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 Federal government, the State, or any of the State's 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.

18. Federal Funds.

18.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the services under the Master Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

18.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Master Contract, therefore 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.

19. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

20. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of a Work Order Contract, 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.

21. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

22. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

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.

23. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

23.1 Covered Contracts and Contractors. If a Work Order 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.

23.2 General. Minn. R. 5000.3400-5000.3600 implements 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 contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. 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, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

23.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

23.3.1 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.

23.3.2 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.

23.3.3 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.

23.3.4 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. 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.

23.3.5 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.

23.4 Consequences. The consequences for the Contractor'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 this Master Contract and any Work Order Contract by the Commissioner or the State.

23.5 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.

24. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Work Order Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Master 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.

25. IT Accessibility Standard.

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 Master Contract and any Work Order 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.

When updates or upgrades are made to the products or services available through this Master Contract and any Work Order Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its 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 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.

26. Nonvisual Access Standards. (Not-Applicable to State of Minnesota Executive Branch Agencies)

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

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

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.

27. Survival of Terms.

The following clauses survive the expiration or cancellation of this Master Contract and all Work Order Contracts: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive.

28. Administrative Fee.

On a quarterly basis, the Contractor shall return to the Department of Administration, Office of State Procurement (OSP), a fee of 1.00% (.01 multiplication factor) of the total amount invoiced to all the contracting entities under this Master Contract during that quarter to assist with the cost of administering the Program. The administration fee shall be remitted to the State within thirty (30) calendar days of the end of the quarter. The quarter periods are July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of any year. The Contractor shall provide a report detailing the total amounts invoiced to all the state agencies and Cooperative Purchasing Venture (CPV) members, excluding any reimbursements permitted under the "Commissioner's Plan," such as travel and subsistence. The report must be submitted with a check on or before the thirtieth (30th) calendar day after the end of

the quarter to the State's Authorized Representative or his/her designee. Late submission of reports and the quarterly administrative fee may result in the Contractor's suspension and/or removal from the Program.

The State reserves the right, at any time during the Master Contract period, to amend the Master Contract to change or add fees. If the Master Contract is amended to change or add fees, the reporting requirements and the amount of the fee(s) will be specified in an amendment to the Master Contract. In the event that the State changes or adds fees, Contractor will be allowed to adjust their pricing consistent with the percentage of any fee adjustment.

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 Master Contract.
- 1.2 Contractor shall not commence work under the Master Contract and any Work Order 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 Master Contract, unless otherwise specified in this Master Contract or any Work Order Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Master Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Master 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 Master Contract and any Work Order 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:
Department of Administration
Office of State Procurement
50 Sherburne Avenue
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 Master Contract and any Work Order Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, 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 Master Contract and any Work Order 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 Master Contract.

3.8 Right to Terminate. The State reserves the right to immediately terminate the 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.

3.9 Non-State Governmental Entities. Governmental Entities other than the State of Minnesota may require addition insurance requirements as a condition of any Work Order Contract. Any insurance requirements contained in a Work Order issued by a Governmental Entity other than the State of Minnesota will supersede the requirements of this Master Contract only as they relate to the work performed for the requesting Governmental Entity under that Work Order 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 Master Contract and any Work Order 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
- **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 the Master Contract and any Work Order 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 Master 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.

Exhibit C: Sample Work Order Contract



State of Minnesota

MNSITE

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 Master Contract T-Number 23ASK, SWIFT Contract Number _____, and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. Term of Contract

- 1.1 Effective date. The Effective Date of this Work Order Contract is _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin 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. The Expiration Date of this Work Order Contract is _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Incorporation of Terms. Master Contract T-number 23ASK, SWIFT Contract Number XXXXXX as signed by the State and Contractor, is incorporated herein in its entirety, by reference, and is available upon request from the State’s Authorized Representative or the Office of State Procurement.

2. Contractor’s Duties

- 2.1 The Contractor, who is not a State employee, will: _____ [Thorough Description of Tasks/Duties].
- 2.2 The Contractor will perform a Background Check.

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 Contractor will be paid _____.
 - 3.1.2 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. Work Order Authorized Representative and 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. Liability. [Will be identified in solicitation]

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit D: Liability and Indemnification Options

The liability/indemnification will be selected by the requesting agency and identified in the solicitation. Vendor will be required to acknowledge this selected version when responding to the event.

VERSION 1

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the Governmental Entity, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the Governmental Entity, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Governmental Entity's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Governmental Entity's failure to fulfill its obligation under this contract.

VERSION 2

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the Governmental Entity's liability.

VERSION 3

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the Governmental Entity, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the Governmental Entity for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the Governmental Entity shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, for claims against the State, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The Contractor, its principals, members and employees shall not be liable to the Governmental Entity for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of **two (2) times the Work Order Contract Amount or \$2,000,000, whichever is greater.**

VERSION 4

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the Governmental Entity, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the Governmental Entity for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the Governmental Entity shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, for claims against the State, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The Contractor, its principals, members and employees shall not be liable to the Governmental Entity for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount excess of **two (2) times the Work Order Contract amount or \$2,000,000, whichever is greater.**

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).