



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

July 2, 2020

Mr. William Chiang
COBAN Technologies, Inc.
11375 West Sam Houston Parkway South #800
Houston, TX 77031

Dear Mr. Chiang:

The following documents are enclosed for you to complete and return:

- Participating Addendum No. 179573 for the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment, including all related integral and peripheral component materials and parts, and all related Services through NASPO ValuePoint Master Agreement Contract No. OK-MA-145-015.
- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
 - Affirmative Action Certification Form
 - Equal Pay Certification Form
 - Service and Delivery Form
 - Taxpayer Identification Form
- Minnesota New Hire Reporting Form – If Contract Vendor is a sole proprietor and/or an independent contractor, complete the Employee Information section and return form with above documents.
- Diverse spend reporting required. Please send the information detailed in the attached Viva Welcome Letter to support@starssmp.com within two businesses days. The Viva company will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video. More information on the State's Tier 2 program is provided herein.

Please sign and return **all sets** of documents **VIA EMAIL**
to **KIA XIONG** at kia.xiong@state.mn.us by **Date July 10, 2020**

- A certificate of insurance from your insurer, in the amounts called for in the Contract, **is required now**.
- In accordance with Minn. Stat. § 16A.40 the responder receiving the award of a Contract will be required to provide their bank routing information to the Department of Minnesota Management & Budget to enable payments to be made through Electronic Funds Transfer (EFT). According to our records, you are not currently enrolled and participating in EFT with the State of Minnesota. Please complete the enclosed EFT Authorization form and fax it to the Minnesota Management and Budget Office at Fax: 651.797.1305.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Kia Xiong
Acquisition Management Specialist

Enclosure

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

Diverse Spend Reporting Instructions

The State of Minnesota is committed to diversity and inclusion in public procurement. The State anticipates the total value of your Contract may exceed \$500,000, including all extension options, therefore you 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 your company's overall revenue).

Please send the following information to support@starssmp.com within two business days they will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video.

Legal Company Name:	COBAN Technologies, Inc.
Doing Business As- Name (if different than legal name):	
SWIFT Contract No.	179573
Federal Tax ID:	01-0593612
Corporate Address:	11375 W. Sam Houston Pkwy. S. #800
Corporate City:	Houston
Corporate State	Texas
Corporate Zip:	77031
Company Email:	SFLE-RFP@safefleet.net
Primary Contact Name:	Jason Shen
Primary Contact- Email	Accounting@cobantech.com

Once you are a registered user, please set up your contract in the portal. You will be able to access State of MN approved/certified suppliers from within the tool to add them as your subcontractors for a contract. If you have a supplier that is not available from the existing list, please follow the process for setting up each diverse subcontractor and supplier associated with this contract. This includes direct spend with diverse subcontractors, and also includes "indirect spend," which is the proportion of spend your company pays to diverse suppliers for items like office supplies, utilities, materials, cleaning services, and so on, that can be related back to your contract with the state.

Please contact the State of Minnesota Office of Equity in Procurement procurement.equity@state.mn.us if you have questions about using the portal, how subcontractors and suppliers are designated as diverse small businesses, and how quarterly reporting is used and monitored.



Direct Deposit Authorization for Electronic Funds Transfer (EFT)

File Maintenance
400 Centennial Office Bldg
658 Cedar Street
St Paul, MN 55155

EFT Helpline 651-201-8106
Fax 651-797-1305
efthelpline.mmb@state.mn.us

Instructions for completing this form are on the back.

Please print clearly and use black ink.

Mailing Address (General)

Name COBAN Technologies, Inc.
Address 11375 W. Sam Houston Pkwy. S. #800
City Houston
State TX Zip Code 7 7 0 3 1 Vendor Number

Contact Information - Please list person who can respond if additional information is required.

Contact Name Jason Shen
Email Address Accounting@cobantech.com
Phone 2 8 1 - 9 2 5 - 0 4 8 8 Ext 1 2 2 Fax 2 8 1 - 9 2 5 - 0 5 3 5

Tax Identification Information

Federal ID/Social Security Number 0 1 5 9 3 6 1 2
Federal ID/Social Security Name _____
MN State ID Number (if a business located within Minnesota)

Financial Institution Information *Note: Do not use /, \, * - or ~ in any fields in this section. Replace with spaces.*

ABA Routing Number 0 5 3 0 0 0 1 9 6
Customer Account Number 2 3 7 0 2 5 4 1 4 8 7 1
Financial Institution B A N K O F A M E R I C A
Street Address P. O. B O X 7 4 0 0 8 9 9 6
City, State, ZIP Code C H I C A G O IL 6 0 6 6 1
Type of Account: Checking Savings

Authorization to Make Electronic Fund Payments

I authorize the Commissioner of Minnesota Management & Budget to deposit, by electronic fund transfer, payments owed to me by the State of Minnesota and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Commissioner shall deposit the payments in the financial institution and account designated above. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or my payments may be erroneously transferred electronically.

I consent to and agree with the National Automated Clearing House Association Rules and Regulations and the Commissioner's Rule about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

Authorized Signature 	Printed Name J. Mark Griffin	Title Vice President - Safe Fleet Law Enforcement	Date 07/02/2020
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Completing the Direct Deposit Authorization for Electronic Fund Transfer (EFT) Form

Notice of Intent to Collect Private Data

All payment recipients are asked to provide private data to Minnesota Management & Budget for the following purposes. State employees who support this function of the state's accounting system need to access the data to verify information. Others who have legal access to the data include: Legislative Auditor, Attorney General, enforcement agencies with statutory authority, and any other person or entity authorized by law or court order.

Social Security Number (SSN) or Federal Employee Identification Number (FEIN): Needed for identification purposes. This number is used to match recipients with payments. This number is also called a Tax Identification Number or TIN number. You are not legally required to provide this data. However, without this information we cannot convert you to EFT.

ABA Routing Number, Account Number, Account Type: This data is required to correctly deposit payments to your designated bank account. You are required by law to provide this information. Incomplete information may cause a delay in converting to EFT. Additionally, incorrect information may cause a payment to be delayed or deposited to the wrong account.

Instructions for Completing the Form

Determine which bank accounts will be used for direct deposit. A separate copy of the Electronic Fund Transfer Authorization form is required for each bank account.

Mailing Address (General)

1. Name, Address, City, State, Zip Code. Enter the name of the business or individual, address, city, state, and zip code.
2. Number. Enter the eleven-digit vendor number, if you know it. If you received this form with a letter, this number is located under the date. If you received this form with a duplicate warrant, the number is located above your name and is listed as "Vendor Number" and "Vendor Location."

Contact Information

Enter the name, email address, phone and FAX number of the person who can respond to questions regarding the information provided on this form.

Tax Identification Information

1. Federal ID/ Social Security Number and Name. Enter the nine-digit Federal Employer Identification Number (FEIN) for business, or the nine-digit Social Security Number (SSN). Enter the name associated with either the FEIN or SSN listed on the form.
2. MN State ID Number. *For businesses located in Minnesota*, enter the MN state tax identification number.

Current Financial Institution Information

This information is required to verify that we are changing the correct account

1. ABA Routing Number. Enter the ABA Routing Number to identify your financial institution. Contact your bank if you are not sure what number to put in this field.
2. Customer Account Number. Enter your bank account number. Contact your bank if you are not sure what number to put in this field.
3. Financial Institution Name.

New Account Information

1. ABA Routing Number. Enter the ABA Routing Number to identify your financial institution. Contact your bank if you are not sure what number to put in this field.
2. Customer Account Number. Enter your bank account number. Contact your bank if you are not sure what number to put in this field.
3. Financial Institution Name, Address, City, State, Zip Code. Enter the name and address of your financial institution.
4. Type of Account. Indicate if the account listed on this form is a checking or savings account.

Authorization to Make Electronic Fund Payments

Sign the form and print your name and title (if any) and the date.

Send the Form

You can mail or fax the form to Minnesota Management & Budget.

Minnesota Management & Budget
File Maintenance - EFT
658 Cedar Street, Ste. 400
St. Paul, MN 55155
FAX number: (651) 797-1305

Questions about this Form?

Call the Minnesota Management & Budget EFT Helpline at (651) 201-8106 or efthelpline.mmb@state.mn.us

PARTICIPATING ADDENDUM

NASPO ValuePoint

For the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment Between the State of Minnesota and TASER International, Inc

NASPO ValuePoint Contract No. OK-MA-145-015

State of Minnesota Contract No. 179573

1. **Scope:** This Addendum covers the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment, including all related integral and peripheral component materials and parts, and all related Services. Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Kia Xiong or successor
Title: Acquisition Supervisor
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2436
Fax: 651.297.3996
E-mail: kia.xiong@state.mn.us

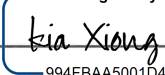

4. **Subcontractors:** This contract does not offer subcontracting.
5. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Addendum shall be deemed to be a sale and/or license (as applicable) under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
6. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum (including the exhibits and attachments hereto, the "Participating Addendum")
- b. The NASPO ValuePoint Master Agreement (for clarity, as subsequently amended, including by the August 22, 2019 First Amendment thereto) (the "NASPO ValuePoint Master Agreement" or "Master Agreement")
- c. The NASPO ValuePoint Solicitation
- d. 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 and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Participating Addendum shall be read as consistent with the Order of Precedence established in Clause 2 of the Summary section (Master Agreement Order of Precedence) of the Master Agreement.

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

<p>1. Contract Vendor: COBAN Technologies, Inc. The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> <small>Signature</small> J. Mark Griffin <small>Printed Name</small></p> <p>Title: <u>Vice President - Safe Fleet Law Enforcement</u></p> <p>Date: <u>07/02/2020</u></p> <p>By: _____ <small>Signature</small></p> <p>_____ <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Government Entity: State of Minnesota Office of State Procurement <small>In accordance with Minn. Stat. § 16C.03, Subd. 3.</small></p> <p>By: <u></u> <small>DocuSigned by:</small> <small>994FBAA5001D42F...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>8/17/2020</u></p> <p>3. State of Minnesota Commissioner of Administration <small>Or delegated representative.</small></p> <p>By: <u></u> <small>DocuSigned by:</small> <small>68D02A26D7604BA...</small></p> <p>Date: <u>8/17/2020</u></p>
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Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

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 Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
- 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 when allowed in the Participating Addendum.
- 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 Participating Addendum.
- 1.5 **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- 1.6 **Contract.** Contract is defined as the Minnesota Participating Addendum, which incorporate the NASPO ValuePoint Master Agreement and related documents.

2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on February 1, 2020, or on the date of Participating Addendum execution, whichever is later, to January 31, 2021, with the option to extend up to additional 12 months, upon agreement by all parties.

3. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

- 3.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State’s Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State’s Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
- 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.

- 3.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

4. TERMINATION.

- 4.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract 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 or goods satisfactorily performed or delivered.
- 4.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted 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. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

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

6. **ANTITRUST**. The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
7. **INSURANCE**. If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.

The following change has been made to be in compliance with Minnesota insurance requirements.

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than ~~\$1~~\$2million per occurrence/\$2 million general aggregate;

8. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY**. Indemnification obligations shall be as set forth in the Master Agreement, including Exhibit A (Terms and Conditions) Section C.14. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount,

whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State. However, the limitations of liability set forth in this Section 8 shall be in addition to, and shall not limit in any way, any limitations of liability set forth in the Master Agreement.

9. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
10. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

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

Indemnification obligations shall be as set forth in the Master Agreement, including Exhibit A (Terms and Conditions) Section C.14. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

11. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation, in each case by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
12. **GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract modify the defaults set by, or are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
13. **JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.
14. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- 14.1 Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have

more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- 14.2 Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 14.3 Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- 14.4 Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 14.5 Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- 14.6 Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

15. **EQUAL PAY CERTIFICATION.** If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.
16. **PROMPT PAYMENT AND INVOICING.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065. The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.
- 16.1 Conditions of Payment.** The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.
- 16.2 Invoicing.** Each invoice should at a minimum include:
- Customer name
 - Minnesota Contract number
 - Item description
 - Item quantity
 - List price (for cost plus pricing, the actual cost)
 - Contract discount (or cost plus mark up, when applicable)
 - Price after discount (or price after cost plus mark up, when applicable)
17. **PURCHASE ORDERS (PO).** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.
18. **TAXES. DO NOT** add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [website](http://www.revenue.state.mn.us) at <http://www.revenue.state.mn.us>.
- If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.
19. **SHIPPING REQUIREMENTS.** All shipments shall be FOB Destination. Freight charges shall be prepaid and added unless otherwise stated in the NASPO ValuePoint Master Agreement.
20. **DEFAULT.** All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
21. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Intellectual Property Indemnification will be governed by Exhibit A (Terms and Conditions), Section C.14 of the Master Agreement.
22. **PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its

provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

23. **TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.
24. **TERMINATION DUE TO END OF AVAILABILITY.** If Contractor discontinues, retires or plans to retire or discontinue COMMAND Cloud Services and/or Services for its customers generally, Contractor shall provide 120 days advance notice of the retirement date and available alternative services available, if any, or the date to be discontinued.
25. **ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.
26. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

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

27. **AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.
28. **IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at http://mn.gov/oet/images/Stnd_State_Accessibility.pdf or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. If website, training or any of the above available through this contract, Contract Vendor agrees to develop functionality which supports accessibility. Contract Vendor warrants that its products and services comply with the above-mentioned accessibility standards and agrees to indemnify, defend, and hold harmless the State against any claims related to nonconformance of Contract Vendor's product or services. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, Contract Vendor agrees to provide alternative solutions upon request at no additional charge to the State.
29. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards to the extent required by law:
- 29.1 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;
 - 29.2 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;
 - 29.3 That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

- 29.4 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.
- 29.5 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.
- 29.6 These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

30. **SECURITY AND DATA PROTECTION.** Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

"Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

"State" means the State, or a cooperative purchasing venture ("CPV") member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

"Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7.

"Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

"Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident.

"Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

30.1 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable formats and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense. If the State is granted access to extract a copy of State data from Contractors system, the State shall have the right to extract copies as necessary within the allotted time, in any desired format. For clarity, the Contractor shall

also make available or provide to the State a copy of all system log data and/or reports that indicate which items have been deleted, edited, the time and date when changes were made, and who performed the actions.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

- 30.2 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Subject to Sections C.14(1) and C.14(2) of the Master Agreement, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any third-party claim to the extent arising out of a privacy incident or security incident involving any State data which was caused by a breach by Contractor of this Section 30. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.
- 30.3 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRAMP"), or Control Objectives for Information and Related Technology ("COBIT").
- Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.
- 30.4 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.
- 30.5 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.
- 30.6 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
- 30.7 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.
- 30.8 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO")

27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

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

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

- 30.9 Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.
- 30.10 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.
- 30.11 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.
- 30.12 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

- 30.13 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references. If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

Open Source Software. Contractor is responsible for and shall manage, maintain and update any and all Open Source Software used in whole or in part to provide services under this Agreement.

- 30.14 **Secure Coding.** Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.
31. The following apply in addition to the general requirements of the Security and Data Protection section. Furthermore, if the State requires supplemental or more detailed security and data protection to govern a specific order or specific data, these may be included in a duly executed ordering document, agreed to and signed by all parties. Such requirements will be enforceable under the terms of this Contract.

- 31.1 **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.

31.2 **Supply Chain Security.**

Notwithstanding anything else in this Supply Chain Security Section, this Section does not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

31.2.1 **Security Practices and Preventive Controls**

Contract Vendor will use reasonable commercial efforts to ensure that Contract Vendor and any subcontractors or third parties involved in assembling, manufacturing, reconditioning, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contract Vendor must maintain certification/accreditation in a recognized supply chain security program and comply with that program's security standards for all orders sourced from the Contract/Agreement. Recognized supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State's Office of MN.IT Services ("MN.IT") and the State of Minnesota, Department of Administration's Materials Management Division ("MMD"). Within thirty (30) days following the effective date of this Contract/Agreement or the amendment adding this Section, whichever is later, Contract Vendor must provide to MMD and MN.IT written verification of its certification/accreditation in a recognized supply chain security program. Contract Vendor will promptly notify MMD and MN.IT of any change to its certification/accreditation.

Alternatively, if Contract Vendor is not certified/accredited in a recognized supply chain security program or loses its certification/accreditation, Contract Vendor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

31.2.2 **Notification of Supply Chain Security Breach**

Contract Vendor will promptly notify MMD, MN.IT, and the purchasing entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply

chain security.

31.2.3 Return/Rejection of Goods

Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods and/or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contract Vendor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contract Vendor or instruct Contract Vendor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction by Contract Vendor, and at any other time as requested by MN.IT, the Contract Vendor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contract Vendor must provide within a reasonable time frame, which shall be no longer than the original delivery time frame for the affected goods, replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contract Vendor.

31.2.4 Return of Goods Under Warranty, Service or End of Life Agreement

The State may sanitize or destroy components of previously accepted goods prior to returning such goods to Contract Vendor, or instruct Contract Vendor to promptly sanitize or destroy goods upon their return when the State returns goods for any reason consistent with the Contract, such as warranty claims, return policies, service requests or end of life services. Following the completion of any such sanitization or destruction by Contract Vendor, and at any other time as requested by MN.IT, the Contract Vendor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

Any disk drives and memory cards purchased with or included for use in leased or purchased Products under the Contract remain the property of the State, as applicable.

31.3 No withholding of State data by Contract Vendor.

Notwithstanding anything to the contrary in the Master Agreement or its Exhibits, Contract Vendor shall not at any time or for any reason, including termination or suspension of service, deny the State access to its data or the ability to retrieve download data until 90 days following termination, suspension or similar event.

32. **SOFTWARE AND LICENSING AGREEMENTS.** Prior to the State signing the Participating Addendum, Contract Vendor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum if such documents are required in order to obtain Contract Vendor products or services. Absent submissions, all products and services will be assumed to be governed by this Participating Addendum and the non-conflicting terms of the Master Agreement.
33. **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.
34. **USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1

to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation.

35. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
36. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
37. **COPYRIGHT.** Indemnification obligations shall be as set forth in the Master Contract, including Exhibit A (Terms and Conditions), Section C.14 thereof.
38. **SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
39. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
40. **E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

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

These terms apply to goods supplied under this contract:

- 41.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.
- 41.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).
- 41.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.
- 41.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.
42. **SUBCONTRACTOR PAYMENT (When Applicable).** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

43. **SOFTWARE AND LICENSING AGREEMENTS.** Prior to the State signing the Participating Addendum, Contract Vendor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum.
44. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.
45. **STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of the RFP, and to all terms subsequently added, without regard to order of precedence.
46. **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.
47. **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 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.
48. **DIVERSE SPENDING REPORTING.** If the total value of your Contract may exceed \$500,000, including all extension options, you 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 your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.

- 49. ORDER OF PRECEDENCE.** 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. 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.
- 50. 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.
- 51. WARRANTY.** Warranties shall be as set forth in Attachments D through G of Amendment 1 to the Master Contract and Section 6.1 thereof, and all terms and conditions thereof shall apply notwithstanding anything to the contrary in this Participating Addendum.
- 52. ITEMS OFFERED AS NEW.** All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

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

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

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

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

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

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

Name of Company: COBAN Technologies, Inc. Date July 02, 2020

Authorized Signature:  Telephone number: 281-925-0488

Printed Name: J. Mark Griffin Title: Vice President - Safe Fleet Law Enforcement

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

State of Minnesota - Equal Pay Certificate

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

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or [email](mailto:compliance.MDHR@state.mn.us) at compliance.MDHR@state.mn.us.

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


- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

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

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

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

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

Authorized Signature:  Date: July 02, 2020

Printed Name: J. Mark Griffin Title: Vice President - Safe Fleet Law Enforcement

Organization COBAN Technologies, Inc. MN/Fed Tax ID: 01-0593612

Issuing Entity _____ Project # or Lease Address: _____



June 2, 2020

Safe Fleet Acquisition dba SFLE - COBAN/Mobile Vision
11375 W Sam Houston Pkwy S
#800
Houston TX 77031
ATTN: Wendi Griffiths Human Resources

Re: Equal Pay Certificate of Compliance Approval

Congratulations! The Minnesota Department of Human Rights (MDHR) has reviewed and approved your business's application for an Equal Pay Certificate of Compliance. This certificate allows you to execute contracts for \$500,000 or more for state and metropolitan agencies.

The Office of Equity and Inclusion for Minnesota Businesses is excited to partner with your organization in creating and implementing policies that foster equity, diversity, and inclusion. The Office of Equity and Inclusion will support your equal pay commitments by providing trainings, toolkits, and technical guidance to ensure that your workforce reflects the communities it is a part of and to prevent workplace discrimination.

The Office of Equity and Inclusion for Minnesota Businesses is tasked with oversight of your good faith efforts to comply with equal pay laws and may periodically request information from you.

Through our partnership, MDHR is committed in its goal of creating a world where everyone can lead full lives, rich with dignity and joy.

For questions or concerns, please call: 651-539-1095 or email: compliance.mdhr@state.mn.us

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebecca Lucero'.

Rebecca Lucero, Commissioner
Minnesota Department of Human Rights

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that Safe Fleet Acquisition dba SFLE - COBAN/Mobile Vision is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

Certificate start date: June 2, 2020

Certificate expiration date: June 1, 2024

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'R. Lucero', written over a horizontal line.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

TAXPAYER IDENTIFICATION

The identification number may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: COBAN Technologies, Inc.

Address: 11375 W. Sam Houston Pkwy. S. #800

Houston, Texas 77031

Minnesota SWIFT Vendor Registration Number: 0000248307

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at

<http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your SWIFT vendor number two business days after you register.)

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	<u>Richard Alley</u>	TITLE:	<u>National Sales Director</u>
TELEPHONE NUMBER:	<u>281-925-0488 ext. 113</u>	FAX NUMBER:	<u>281-925-0535</u>
TOLL FREE NUMBER:	<u>1-866-812-6226</u>	E-MAIL:	<u>SFLE-Sales@safefleet.net</u>

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	<u>Cindy Chang</u>	TITLE:	<u>National Sales Support Manager</u>
TELEPHONE NUMBER:	<u>281-925-0488 ext. 160</u>	FAX NUMBER:	<u>281-925-0535</u>
TOLL FREE NUMBER:	<u>1-866-812-6226</u>	E-MAIL:	<u>SFLE-PMO@safefleet.net</u>

ORDER ADDRESS:

STREET/PO BOX:	<u>11375 W. Sam Houston Pkwy. S. #800</u>		
CITY/STATE:	<u>Houston, Texas</u>	ZIPCODE:	<u>77031</u>
TELEPHONE NUMBER:	<u>281-925-0488 opt. 1</u>	FAX NUMBER:	<u>281-925-0535</u>
TOLL FREE NUMBER:	<u>1-866-812-6226</u>	E-MAIL:	<u>SFLE-PMO@safefleet.net</u>

REMIT-TO ADDRESS:

STREET/PO BOX:	<u>P.O. Box 74008996</u>		
CITY/STATE:	<u>Chicago, Illinois</u>	ZIPCODE:	<u>60674-8996</u>
TELEPHONE NUMBER:	<u>816-318-8000 ext. 1178</u>	FAX NUMBER:	<u>281-925-0535</u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u>Jason.Bohn@safefleet.net</u>

GENERAL INSURANCE REQUIREMENTS

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

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

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

NOTICE TO INSURER:

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

REQUIREMENTS FOR THE CONTRACT VENDOR:

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

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

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

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

- Coverage B – Employer's Liability
- \$100,000 Bodily Injury by Disease per Employee
- \$500,000 Bodily Injury by Disease Aggregate
- \$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

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

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance:

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

- \$2,000,000 - Per Occurrence
- \$2,000,000 - Annual Aggregate
- \$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured**

4. Network Security and Privacy Liability Insurance (or equivalent):

Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

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

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

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

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

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

\$2,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

6. Property of Others Insurance (or equivalent) – If Applicable

The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the peril of theft, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor's care, custody and control.

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

The Contractor is solely responsible for the coverage equal to that of the actual cash value of state- owned property in the Contractor's care, custody, and control at any given point in time.

Insurance certificate holder should be addressed as follows

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