



# MINNESOTA JUDICIAL BRANCH

STATE COURT ADMINISTRATOR'S OFFICE

## REQUEST FOR PROPOSALS

### MASTER SERVICE AGREEMENTS

*for*

### IT TECHNICAL/INFRASTRUCTURE SERVICES, INFORMATION TECHNOLOGY APPLICATION DEVELOPMENT AND SUPPORT SERVICES & DATA SCIENCE AND MACHINE LEARNING SERVICES

#### I. REQUEST FOR PROPOSALS

- A. **Defined Term and Scope.** The State of Minnesota through the State Court Administrator's Office (herein the "State" or "SCAO") is using a competitive selection process (referred to herein the "Request for Proposals" or "RFP") to select multiple vendors to enter into Master Service Agreement ("MSA") contracts. This RFP is to be considered for inclusion on the MSA to provide the SCAO Information Technology Division (herein "ITD") technical, infrastructure, application/support services and data science and machine learning services. The Master Service Agreements have an anticipated start date of approximately July 1, 2025, and an end date of June 30, 2027. The Master Service Agreements will not preclude the State from issuing other RFPs when needed, nor does it preclude a vendor from responding to other State issued RFPs. This is a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide services described in this document.
- B. **Right to Cancel.** The State is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The State reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the Request for Proposals is cancelled or withdrawn for any reason, the State shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The State is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The State also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend due dates.

#### II. OVERVIEW

- A. **Minnesota Judicial Branch.** The branch is comprised of 10 judicial districts with 296 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The branch is governed by the Judicial Council, chaired by Natalie Hudson, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. [www.mncourts.gov](http://www.mncourts.gov).
- B. **SCAO and ITD.** The mission of the State Court Administrator's Office (SCAO) is to provide leadership and direction for the effective operations of the branch through

support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

- C. **ITD MSA Overview.** The State continues to find value in engaging multiple vendor companies in the MSA process to provide a pool of vetted vendors who may be asked to bid on project work, and the State intends to have Master Service Agreements with multiple vendors for IT Technical/Infrastructure Services, IT Application Development and Support Services and/or Data Science & Machine Learning Services. The specific skills the State is seeking are outlined in Section III, below. Vendors will be selected and approved for specific skill and/or categories of services through this competitive selection process, including successfully completing the submission criteria, with proposed services and staffing offered aligning to the State's needs, financial stability, and perceived ability to complete works requests. If selected, vendors will be required to sign a Master Service Agreement with the State, which will include the State's standard terms and conditions. Following execution of the MSA, any selected vendors will become part of the Preferred Vendor resources pool ("MSA Vendor") allowing those MSA Vendors the opportunity to respond to MSA Statements of Work (herein "SOW") to MSA Work Order Contracts (herein "WOC"). Only MSA Vendors who are approved for the specific skill or category of service listed on the SOW may respond to the SOW.

The Master Service Agreements will be valid from July 1, 2025 (or the time of signing the MSA contract if later than July 1, 2025) through June 30, 2027. It must be noted, however, that a Master Service Agreement does not guarantee a vendor work but does position the vendor to provide future services for the State.

- D. **Statements of Work and Work Order Contracts Overview.** MSA Vendors may provide services to the State on current and/or future IT projects, and/or provide staffing for current and/or future IT projects.

1. For projects requiring services of \$49,999.00 or less, SCAO may select any MSA vendor approved in the skill and/type of services identified in the SOW to perform the services. If selected, MSA vendors enter into a WOC with the State based on their per hour range submitted in response to this RFP.

2. For services exceeding \$50,000.00, SCAO will post a SOW request on its website ([www.mncourts.gov](http://www.mncourts.gov) under Public Notices). The SOW will specify a period of between three (3) to ten (10) days for MSA vendors to submit a proposal. The SOW will typically describe the overall business need, deliverables, milestones/schedule, required skill(s) and schedule for the IT project. Only MSA vendors approved in the skill and/type of services identified in the SOW may respond. SCAO staff will evaluate proposals submitted in response to the SOW from MSA vendors based on criteria that may include, for example:

- Availability of staff to fill request(s);
- Individual skills and experience;
- Company's past experience with similar projects;
- Hourly rate;
- Knowledge of State's technical and/or business environment;
- Review sample of work, if applicable;
- Reference checks;
- Past State contract performance
- Other applicable criteria.

MSA vendors are responsible for viewing the branch's website (and subscribing to the relevant news feed) to find and review SOW requests posted. Specific instructions, SOW response requirements and evaluation/selection criteria for responses will be included in the posting on the public website.

If a MSA Vendor's proposal is selected, the vendor will enter into a Work Order contract with SCAO based on the per-hour range submitted in response to this RFP. The State reserves the right to choose all or some of the proposals provided by a MSA Vendor in response to a SOW, or withdraw or not award a SOW at any time.

- E. **Project or Effort Benefits.** By selecting MSA Vendors and having them available to provide services for State IT projects and efforts, this will ensure the overall timely implementation of State initiatives. The availability of Master Service Agreement Contracts will also simplify and expedite procurement processes for IT services.
- F. **Project or Effort Approach.** The vendors will work with State IT staff, who will oversee execution of the IT projects or efforts and sign off on the deliverables, including, but not limited to code, training material, documentation, etc. Project deliverables and required tasks will be defined within the individual projects and detailed in the WOC between the MSA Vendor and the State.

### III. CATEGORIES FOR CONSIDERATION

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Windows Server Administration		
Database Administration (Microsoft SQL)		
End User Support		
Storage Area Network Support and Implementation		
Network/Server/Hypervisor Architecture and Design		
OBIE Support		
Server Build, Virtualization & Administration – Windows/Linux		
Network Design & Administration – LAN/WAN/WiFi/Firewalls		
Exchange Administration & Support – OnPrem & Cloud Based		
Workstation Design & Build – Windows/Mac OS		
Remote Support – Workstations & Mobile Devices		
Mobile Device Management Administration & Support – Microsoft Endpoint Manager/Citrix		
Storage Platform – Administration & Support		
Office 365 Administration & Support		
Directory Services Administration & Support – Active Directory/Azure		

<b>Technical/Infrastructure Skill</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Telephony Support & Administration – VoIP/Conferencing		
Service Desk Support – ServiceNow/Incident Management/Call Center/Knowledge Management		
DR Design & Administration		
Cyber Security Analysis		
Cyber Security Engineering		
Cyber Security Architecture		

<b>Application Development &amp; Support</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Project Management		
Business Analysis		
Technical Analysis		
Business Intelligence (Microsoft SQL)		
SharePoint Application Development		
SharePoint Administration and User Support		
Web Application Development		
.Net Development/C# Development		
SSRS Support and Development		
Quality Assurance		

<b>Application Development &amp; Support</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Application Architecture and Design		
Application Configuration and Support		
IT Strategic Planning, Road Mapping, Organizational Assessment and Resource Planning		
Application Development and Support for Procurement, Contract, and License Management		
IT Change Management		
Mobile Application Development and Support		
SMS/Text Development and Support		
PowerBI Development		
UI/UX Web Application Design		
Automated Software Testing Development		
Web Application Load Testing		
UI Accessibility Testing		
Software Quality Assurance as a Service		
Software Performance Testing		
API Testing		
Knowledge Content Development		
ServiceNow Support		

<b>Data Science &amp; Machine Learning</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Robotic Process Automation		
Classification		
Model development and training		
Reality Augmented Generation		
ML Architecture and Design		
Agentic AI		
Generative AI		

#### **IV. SUBMISSION REQUIREMENTS.**

All submissions requirements are detailed in APPENDIX A. Each response/proposal must include the General Requirements and the Project Related Submission Requirements stated in APPENDIX A or it will be excluded from moving through to the next phase of response scoring.

#### **V. PROPOSAL EVALUATION.**

- A. The State will evaluate all complete proposals received by April 29, 2025. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered.
- B. Proposals will be evaluated strictly by the submission requirements detailed in APPENDIX A.
- C. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- D. The State reserves the right to request additional information from vendors during any phase of the evaluation process. During the evaluation and selection process, the State may require the presence of vendor's representatives at a vendor conference. Vendors are required to travel at their own expense for any demonstration or to answer questions. Notification of any such requirements will be given as necessary.
- E. The State may elect not to enter into a contract with any Vendor based on their response to this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.

## VI. SUBMISSION OF PROPOSALS

### A. Timeline Overview

1. Posting Date on State MJB Website [MJB Court Public Website - Public Notice](#): Tuesday, April 9<sup>th</sup>, 2025
2. All questions from potential respondents (*see item C. below*) sent to the designated email by: April 15, 2025
3. Answers to questions posted on the public website: April 22, 2025
4. **Final Proposal Submission Deadline: 4:00 pm CST, Friday, April 29, 2025.**
5. Subsequent approval and MSA contracts established thereafter as soon as feasible.

B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.

C. **Questions.** All questions about the RFP must be submitted in writing via email to [msaquestions@courts.state.mn.us](mailto:msaquestions@courts.state.mn.us) no later than Tuesday, April 15<sup>th</sup>, 2025 4:30 p.m. CST, 2025. Court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline. Any unauthorized discussion by a vendor about the RFP may lead to rejection of that vendor's proposal.

D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on April 22, 2025, and will be accessible to the public.

E. **Proposal Submission.** Your proposal must be submitted by email by 4:00 pm Friday, April 29, 2025, to: [MSASubmissions@courts.state.mn.us](mailto:MSASubmissions@courts.state.mn.us)

Submissions submitted by email after 4:00pm on Friday, April 29, 2025, will not be accepted.

F. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.



- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Friday, April 29, 2025. Proposals will be opened the following business day and are considered public information with two exceptions:
- 1) Financial stability information submitted as a trade secret in accordance with the instructions in this RFP; and
  - 2) Security measures information submitted in accordance with the instructions in this RFP.
- Do not place any information in your proposal that you do not want revealed to the public (except for financial security and security measures information as expressly described above). All documentation submitted with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection for participation on the MSA, along with the MSA contracts will be completed as soon as possible after the proposal submission deadline.

## APPENDIX A

### MJB Submission Requirements

Each response MUST include all items listed in both the General Requirements and Project-Related Submission Requirements listed in this appendix. If a response is missing any of these requirements, it will fail phase 1 review and may not be further considered. You will be notified by rejection letter if your response is missing any of these items.

**A. General Requirements – each response must include the following or it will be excluded from moving through to the next phase of response scoring:**

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section XV of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.
2. **Workforce and Equal Pay Certification.** If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Workforce and Equal Pay Declaration Page issued by the Minnesota Commissioner of Human Rights, attached as **Appendix I**. Please check the Minnesota Department of Human Rights website at <https://mn.gov/mdhr/certificates/> or contact them directly at [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us) to determine if your organization needs to seek a Workforce or Equal Pay Certificate.
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (**Appendix II**) and include it with its RFP response.
4. **Contract Terms – acknowledgment of Appendix III and IV.** The State's proposed contract templates are set forth in **Appendix III** (Master Service Contract) and **Appendix IV** (Master Service Contract Work Order Contract). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.

- a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
  - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language.
  - c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.
5. **Evidence of Financial Stability.** Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.
6. **Financial Stability-Related Trade Secret.** The Rules of Public Access to the Records of the Minnesota Judicial Branch permit vendors to submit evidence of financial stability as trade secret information according to the following:
- d. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
  - e. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
  - f. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Minnesota Judicial Branch, or known to or ascertainable by the Minnesota Judicial Branch from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the

contract, and the material terms of the contract, including price, projected term and scope of work.

7. **Conflict of Interest Statement.** A written statement acknowledging whether or not there is a conflict of interest. See **Appendix VI**, Conflict of Interest Disclosure Form.

**B. Project-Related Submission Requirements – each response must include the following or it will be excluded from moving through to the next phase of response scoring:**

1. **Cover sheet.** A cover sheet including vendors' contact information, email address, business address, and phone numbers. Cover sheet should include signature lines and must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm.
2. **Completed Appendix B: Vendor minimum and maximum charge.** A completed Appendix B, with the vendor's minimum and maximum per hour charge rate for the skills vendor is proposing to provide in response to this RFP.
3. **Summary of Vendor core/major competencies in Technical/Infrastructure, Application Support, & Data Science and Machine Learning Services selected.** Brief summary that highlights the vendor's particular expertise, core competencies and experience to provide the required services vendor selects under section III; include client name and contract information for which the vendor provided services resulting in the successful completion of the engagement, dates of engagement (acknowledging that these clients may be called upon as references).
4. **Client references.** At least three (3) general client references with appropriate contact information that the vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated.
5. **Information pertaining to any previous engagements Vendor has had with the State including: brief description of engagement, contract date, and State contact**

**APPENDIX B**  
**Vendor's minimum and maximum per hour charges**

<b>Technical/Infrastructure Skill</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Windows Server Administration		
Database Administration (Microsoft SQL)		
End User Support		
Storage Area Network Support and Implementation		
Network/Server/Hypervisor Architecture and Design		
OBIE Support		
Server Build, Virtualization & Administration – Windows/Linux		
Network Design & Administration – LAN/WAN/WiFi/Firewalls		
Exchange Administration & Support – OnPrem & Cloud Based		
Workstation Design & Build – Windows/Mac OS		
Remote Support – Workstations & Mobile Devices		
Mobile Device Management Administration & Support – Microsoft Endpoint Manager/Citrix		
Storage Platform – Administration & Support		
Office 365 Administration & Support		
Directory Services Administration & Support – Active Directory/Azure		

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Telephony Support & Administration – VoIP/Conferencing		
Service Desk Support – ServiceNow/Incident Management/Call Center/Knowledge Management		
DR Design & Administration		
Cyber Security Analysis		
Cyber Security Engineering		
Cyber Security Architecture		

Application Development & Support	Minimum Rate	Maximum Rate
Project Management		
Business Analysis		
Technical Analysis		
Business Intelligence (Microsoft SQL)		
SharePoint Application Development		
SharePoint Administration and User Support		
Web Application Development		
.Net Development/C# Development		
SSRS Support and Development		
Quality Assurance		
Application Architecture and Design		
Application Configuration and Support		

Application Development & Support	Minimum Rate	Maximum Rate
IT Strategic Planning, Road Mapping, Organizational Assessment and Resource Planning		
Application Development and Support for Procurement, Contract, and License Management		
IT Change Management		
Mobile Application Development and Support		
SMS/Text Development and Support		
PowerBI Development		
UI/UX Web Application Design		
Automated Software Testing Development		
Web Application Load Testing		
UI Accessibility Testing		
Software Quality Assurance as a Service		
Software Performance Testing		
API Testing		
Knowledge Content Development		
ServiceNow Support		

Data Science & Machine Learning	Minimum Rate	Maximum Rate
Robotic Process Automation		
Classification		
Model development and training		
Reality Augmented Generation		

Data Science & Machine Learning	Minimum Rate	Maximum Rate
ML Architecture and Design		
Agentic AI		
Generative AI		



**APPENDIX I**  
**Workforce and Equal Pay Declaration Page**

This form is **required for all businesses** executing government contracts under the following:

**Select one:**

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$500,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$500,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$1,000,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))

**Select all that apply:**

We are a Certificate holder:

- ☐ Workforce Certificate under the name:
- ☐ Equal Pay Certificate under the name:

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY):
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY):

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

#### Business Information

- Vendor/Supplier ID:
- Business Name:
- Name of Contracting Agency:
- Authorized Signatory Name:
- Title:
- Date:
- Signature:
- Email:
- Phone:

For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)

**APPENDIX II**  
**STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION**  
**(Must be submitted with Response)**

I swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### APPENDIX III

#### STATE OF MINNESOTA MASTER SERVICE CONTRACT – SAMPLE SAMPLE ONLY; NOT AN OFFER

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its State Court Administrator's Office, Information Technology Division, address 145 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Boulevard, St. Paul, Minnesota 55155 (hereinafter "STATE") and Click or tap here to enter text., (hereinafter "CONTRACTOR").

#### Recitals

The STATE, pursuant to Minnesota Statutes Section 480.15, subdivision 10(b), desires to maintain efficient and effective computer and information systems. The administration and maintenance of these computer and information systems requires ongoing information technology ("IT") resources. For this reason, the STATE is in need of professional IT technical and infrastructure services, IT application development and support and data science & machine learning services to assist with certain IT resource needs. Existing staff do not have the capacity or the comprehensive set of skills and experience that CONTRACTOR can bring to this effort. CONTRACTOR (and, where applicable, CONTRACTOR's STATE approved subcontractor) has experience with the desired services, and CONTRACTOR represents that it is duly qualified and willing to perform the services set forth in this Master Service Contract and performed under Work Order Contracts to the satisfaction of the STATE.

#### Contract

Based on the mutual agreements, promises, and covenants contained in this contract, it is agreed:

##### I. SCOPE OF WORK.

- A. **Skills.** In response to the State's Master Service Agreements for IT Technical/Infrastructure Services, IT Application Development and Support Services & Data Science and Machine Learning Services Request for Proposals, CONTRACTOR was selected to provide the following IT skills and professional services:

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Windows Server Administration		
Database Administration (Microsoft SQL)		
End User Support		
Storage Area Network Support and Implementation		
Network/Server/Hypervisor Architecture and Design		
OBIE Support		

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Server Build, Virtualization & Administration – Windows/Linux		
Network Design & Administration – LAN/WAN/WiFi/Firewalls		
Exchange Administration & Support – OnPrem & Cloud Based		
Workstation Design & Build – Windows/Mac OS		
Remote Support – Workstations & Mobile Devices		
Mobile Device Management Administration & Support – Microsoft Endpoint Manager/Citrix		
Storage Platform – Administration & Support		
Office 365 Administration & Support		
Directory Services Administration & Support – Active Directory/Azure		
Telephony Support & Administration – VoIP/Conferencing		
Service Desk Support – ServiceNow/Incident Management/Call Center/Knowledge Management		
DR Design & Administration		
Cyber Security Analysis		
Cyber Security Engineering		
Cyber Security Architecture		

**B. Statements of Work and Work Order Contracts.** This Master Service Agreement renders CONTRACTOR eligible to compete for Statements of Work

and receive Work Order Contracts to perform work involving the skills and/or services approved by the State.

1. **Services of \$49,999.00 or Less.** When the STATE has an IT project requiring services of \$49,999.00 or less, the STATE may select any vendor that holds a Master Service Contract (“Preferred Vendor” or “MSA Vendor”) and is approved in the skill and/or type of service identified to perform the services. If selected, a Preferred Vendor will enter into negotiations that could lead to a Work Order Contract (“WOC”) with the STATE based on their per hour charge rate set forth their respective master agreement.
2. **Services Exceeding \$50,000.00.** When the STATE has an IT project requiring services exceeding \$50,000.00, the STATE will post a Statement of Work (SOW) on its website ([www.mncourts.gov](http://www.mncourts.gov)). The SOW will specify a period of between three (3) to ten (10) days for Preferred Vendors to submit a proposal. The SOW will typically describe the overall business need, deliverables, milestones/schedule, required skill(s) and schedule for the IT project. Only Preferred Vendors that are approved in the skill and/or type of service identified in the SOW may respond. The STATE will evaluate proposals submitted in response to the SOW based on criteria in the SOW.

Preferred Vendors are responsible for accessing the STATE’s website to review SOWs, and for responding only to SOWs posted for those skills and categories of services for which they have been approved. Specific instructions, SOW response requirements and evaluation/selection criteria for responses will be included in the individual SOWs.

If selected, the Preferred Vendor will enter into negotiations that could lead to a WOC with the STATE based on their per hour charge rate set forth in their respective master agreement. The STATE reserves the right to choose all, some or none of the candidates proposed by a Preferred Vendor in response to a SOW.

3. **Work Order Contract Required to Begin or Perform Any Service.** CONTRACTOR understands that only the receipt of a fully executed Work Order Contract authorizes CONTRACTOR to begin work under this Master Service Agreement. Any and all effort, expenses, or actions taken before the Work Order Contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of CONTRACTOR.
4. **No Guarantee.** CONTRACTOR understands that this Master Service Agreement is not a guarantee of a Work Order Contract. STATE has determined that it may have a need for the services under this Master Service Agreement, but does not commit to entering into or executing any Work Order Contract with CONTRACTOR.

- C. **Use of Subcontractors.** All work performed pursuant to this contract, Work Order Contract, or other associated agreement shall be by CONTRACTOR’s employees

and by CONTRACTOR's STATE approved subcontractor(s). CONTRACTOR must inform the STATE of its desire to use a subcontractor(s) to perform work pursuant to this contract or subsequent Work Order Contract, or other associated agreement. It is understood that CONTRACTOR shall be responsible for CONTRACTOR's STATE approved subcontractor(s) following the terms of this contract, work order contract, or other associated agreement between CONTRACTOR and STATE, and that such subcontractor(s) may be required to execute additional agreements prior to performing work. If CONTRACTOR will use a previously STATE approved subcontractor(s) to perform work, CONTRACTOR must inform the STATE of its intent to, and provide an opportunity to object to the use of the subcontractor(s) to perform the work.

## II. CONSIDERATION AND TERMS OF PAYMENT.

- A. **Consideration.** The STATE will pay for all services satisfactorily performed by CONTRACTOR for a Work Order Contract issued under this Master Service Agreement. CONTRACTOR's hourly rate shall not exceed:

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Windows Server Administration		
Database Administration (Microsoft SQL)		
End User Support		
Storage Area Network Support and Implementation		
Network/Server/Hypervisor Architecture and Design		
OBIE Support		
Server Build, Virtualization & Administration – Windows/Linux		
Network Design & Administration – LAN/WAN/WiFi/Firewalls		
Exchange Administration & Support – OnPrem & Cloud Based		
Workstation Design & Build – Windows/Mac OS		
Remote Support – Workstations & Mobile Devices		

Technical/Infrastructure Skill	Minimum Rate	Maximum Rate
Mobile Device Management Administration & Support – Microsoft Endpoint Manager/Citrix		
Storage Platform – Administration & Support		
Office 365 Administration & Support		
Directory Services Administration & Support – Active Directory/Azure		
Telephony Support & Administration – VoIP/Conferencing		
DR Design & Administration		
Cyber Security Analysis		
Cyber Security Engineering		
Cyber Security Architecture		

It is understood that no funds are being encumbered under this contract for travel and related expenses, and parking and copying. To the extent that travel or copying is necessary, the STATE will reimburse CONTRACTOR through its regular non-state employee expense reimbursement process, or arrange to pay directly, for pre-approved airfare, lodging, meals, and ground transportation (“travel and subsistence expenses”) or pre-approved copying expenses; provided, that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the STATE’S current Administrative Policy on Travel and Reimbursement. CONTRACTOR shall not be reimbursed for travel and subsistence expenses or copying expenses unless it has received prior written approval for such expenses from the STATE, and the STATE will separately encumber the necessary funds. The STATE hereby designates the Information Technology Director as its agents for approval of such expenses.

- B. **Terms of Payment.** CONTRACTOR shall submit an invoice on the first and fifteenth day of each month for billable costs incurred by the CONTRACTOR during the immediately preceding one-half month. Payments shall be made by the STATE promptly after



CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VII.

- C. **Qualified Personnel.** STATE requires CONTRACTOR to provide qualified personnel to ensure work and project goals are met in a timely manner pursuant to this Agreement and any associated Work Order Contract. Qualified Personnel are defined as individuals presented by CONTRACTOR to possess the technical skills, abilities, and/or certifications to work on and complete defined tasks, duties, or projects. For purposes of this section, individuals presented by CONTRACTOR as qualified personnel and accepted by STATE who are assigned to a STATE task, duty, or project based upon such presentation, but who are unable to complete the task, duties, or project due to a deficit in that individual's agreed upon skills and abilities will no longer be deemed to be qualified personnel. If personnel provided to STATE by CONTRACTOR lacks the agreed-upon technical skills and abilities to be qualified personnel as understood by the parties prior to engagement of that individual, STATE shall inform CONTRACTOR as soon as practicable that such individual is not qualified personnel. As a result of the individual provided by CONTRACTOR who is not deemed to be qualified personnel, STATE shall not be required to pay the full compensation rate for work performed by that individual for the task, duty or project the individual was engaged to perform. Understanding that the individual provided by CONTRACTOR may not be properly qualified personnel, such individual will have provided STATE with some valuable and compensable services, and as such, STATE's compensation obligation shall be discounted twenty-five percent (25%) of the hourly rate for that individual as defined in Section II (Consideration and Terms of Payment) of this Agreement, unless STATE and CONTRACTOR are able to agree upon an alternative reduced compensation amount for work performed by the individual.

- III. **TIME REQUIREMENTS.** CONTRACTOR shall comply with all of the time requirements described in Work Order Contracts.

- IV. **CONDITIONS OF PAYMENT.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in Section I of this contract and all applicable federal, state, and local laws, ordinances, rules, and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

- V. **TERMS OF CONTRACT.**

- A. **Effective Date.** This contract shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division, and upon such approval the effective date shall be deemed to be July 1, 2025, CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the STATE's authorized representative notifies CONTRACTOR to begin work.

- B. **Expiration Date.** This contract shall remain in effect until June 30, 2027, unless terminated or cancelled as provided herein.
- C. **Work Order Contracts.** The terms of work under Work Order Contracts issued under this Master Service Agreement may not extend beyond the expiration date of this Master Service Agreement.

VI. **CANCELLATION.**

- A. The STATE may cancel this contract at any time, with or without cause, upon thirty (30) days' written notice to the other party. If the contract is canceled under this clause, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The STATE may immediately cancel 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. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

VII. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is the Information Technology Director, Information Technology Division, or the successor in office. Such representative shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II(B).

VIII. **ASSIGNMENT AND BINDING EFFECT.** Except as expressly authorized in this contract, CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired, or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR. CONTRACTOR shall notify the STATE in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The STATE reserves the right to require the acquiring person/entity to promptly become a signatory to this contract by amendment or other document so as to help assure the full performance of this contract.

IX. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- X. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract. Without limiting the foregoing, CONTRACTOR's liability includes liability for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts.
- XI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- XII. **CONFIDENTIALITY, DISCLOSURE AND USE.**
- A. **General.** CONTRACTOR shall not disclose to any third party (except, where applicable, CONTRACTOR's STATE approved subcontractor [insert subcontractor's full legal name], which must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE) any information that is both: (1) made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (2) inaccessible to the public pursuant to 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. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released. CONTRACTOR shall not use any information that is made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform hereunder, or is created, gathered, generated, or acquired in accordance with this contract, for any purpose other than performance of this contract.
- B. **Data Privacy and Security.** Without limiting the foregoing, CONTRACTOR agrees to the following:
1. No cross-border activity allowed by personnel or data; the STATE data will not be transferred, supported, or in any way processed outside of the continental United States.
  2. Maintain technical organizational security measures necessary to protect the confidentiality of all STATE data and information about the STATE at all times.
  3. Not to use any STATE information or data for any purposes other than the fulfillment of the obligations in this contract unless otherwise permitted in writing.

4. Will not share STATE credentials among employees or subcontractors without the express written consent of the STATE.
5. CONTRACTOR will notify STATE immediately should STATE credentials be compromised or employee or subcontractor leaves the CONTRACTORS service.
6. Use all reasonable care to prevent unauthorized access, disclosure, publication, destruction, loss, or alteration of STATE assets.
7. Upon request, provide STATE, the STATE with a copy of data security and privacy policies and audit procedures and proof of third-party audit of those procedures annually.
8. Upon request, provide the STATE with CONTRACTORS written incident response and disaster recovery plan.
9. Any breach or infraction to the network access provisions by any employee or subcontractor of the CONTRACTOR constitutes a breach by CONTRACTOR of this agreement.
10. The CONTRACTOR agrees to comply with any future requirements from the STATE for vetting and fingerprinting of any and all employees/subcontractors that are under contract with the STATE.

C. **Cloud Storage and Related Services.** When handling, accessing, or storing STATE electronic records, materials and/or data, CONTRACTORS who use or propose to use cloud storage and related services in fulfilling obligations of this Agreement or subsequent Work Order Contract, must follow the Special Terms, Conditions and Specifications Applicable to Cloud Storage and Related Services in Addendum A attached to this Agreement.

D. **Security Audit.** Upon at least ten (10) business days prior written notice to CONTRACTOR, CONTRACTOR grants STATE, or a third party on STATE's behalf, permission to perform an assessment, audit, examination or review of all controls in CONTRACTOR's physical and/or technical environment in relation to all STATE data, materials, or information ("STATE Data") being handled and/or services being provided to STATE pursuant to this Agreement to confirm CONTRACTOR's compliance with this Agreement, as well as any applicable laws, regulations and industry standards. CONTRACTOR shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores or transports STATE Data for STATE pursuant to this Agreement. CONTRACTOR may require that a third-party auditor (which does not include any regulatory agency) of STATE sign a non-disclosure agreement with CONTRACTOR in a form mutually agreed by the Parties prior to CONTRACTOR granting the third-party auditor access to CONTRACTOR's facilities and operations. For clarity, in any such inspection or examination, CONTRACTOR will not be required to provide access to any information related to other customers or clients of CONTRACTOR or its affiliates or information related to costs incurred by CONTRACTOR or its affiliates in connection with providing Services (other than

costs for which CONTRACTOR invoices STATE for work performed pursuant to the Agreement or Work Order Contract). In addition, upon written notice to CONTRACTOR, CONTRACTOR shall provide STATE with the results of any audit by or on behalf of CONTRACTOR performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of STATE Data shared during the course of this Agreement.

E. **State Programs, Databases, Marks.** Without limiting paragraph A, above, CONTRACTOR agrees to the following:

1. **State Programs.** The computer application programs made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "State Programs." The STATE is the copyright owner of the State Programs. The combination of ideas, procedures, processes, systems, logic, coherence, and methods of operation embodied within the State Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the State Programs, are trade secret information of the STATE. The computer operating systems software programs and other third-party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. In addition, CONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third-party software. Without limiting the foregoing, CONTRACTOR may also be required to sign an appropriate confidentiality agreement with the STATE's software vendor if access to confidential and proprietary segments of the MNCIS application are necessary for CONTRACTOR's work hereunder.
2. **State Databases.** The computer databases made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "State Databases." The STATE is the copyright owner of the State Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the State Databases and to their structure, sequence and organization are trade secret information of the STATE. All information contained within the State Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. Without limiting any of the foregoing, CONTRACTOR understands and agrees that to the extent that any records made available by the STATE to CONTRACTOR hereunder are publicly-accessible, the STATE retains all rights it possesses in and to such records and CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR's compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from

the State on the same terms and via the same means and to the same extent as other members of the public.

3. **Marks.** The STATE claims that the marks “MNCIS,” “MACS,” “CriMNet,” “SJIS,” “BenchWorks,” “CJIS,” “MARS,” “MCRO,” and “MNDES” are trademarks and service marks of the STATE. CONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or tradename owned or used by the STATE.
4. **Restrictions on Duplication, Disclosure and Use.** CONTRACTOR will not, except as required in the performance of its obligations hereunder, copy any part of the State Programs or State Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the STATE, or use any trademark, service mark, or tradename of the STATE, in any way or for any purpose not specifically and expressly authorized by this contract. As used herein, “trade secret information of the STATE” means any information or compilation of information possessed by the STATE, or developed by CONTRACTOR in the performance of its obligations hereunder, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. “Trade secret information of the STATE” does not, however, include information which was known to CONTRACTOR prior to CONTRACTOR’S receipt thereof, either directly or indirectly, from the STATE, information which is independently developed by CONTRACTOR without reference to or use of information received from the STATE, or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for CONTRACTOR to disclose any information received from the STATE pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the state immediately upon receipt by CONTRACTOR of notice of the issuance of such an order.
5. **Proprietary Notices.** CONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the State Programs, State Databases, or trade secret information of the STATE of the restrictions upon duplication, disclosure and use contained in this contract. Without limiting the foregoing, CONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the State Programs, the State Databases, or trade secret information of the STATE, or any part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to CONTRACTOR by the STATE, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

- F. **Inspection and Return of State Property.** All documents, encoded media, and other tangible items made available to CONTRACTOR by the STATE, or prepared, generated or created by CONTRACTOR in the performance of its obligations hereunder, are and will be exclusively the property of the STATE and will be available for inspection by the STATE upon request. Upon completion of

CONTRACTOR'S performance of services hereunder, CONTRACTOR will, upon the STATE'S request, promptly deliver to the STATE any or all such documents, encoded media, and other items in its possession, including all complete or partial copies, recordings, abstracts, notes, or reproductions of any kind made from or about such documents, media, items, or information contained therein. CONTRACTOR and the STATE acknowledge that all computer operating systems software programs and other third- party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.

- G. **Injunctive Relief.** CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the State for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- H. **Nondisclosure Indemnity.** Without limiting section X, CONTRACTOR agrees to indemnify, defend, and save harmless the STATE and its agents, officers, and employees from and against any and all claims by Third Parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from CONTRACTOR'S violation of the non-disclosure provisions hereof. The STATE shall provide CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

XIII. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.** In consideration of the facts that CONTRACTOR'S performance under this contract will involve access to and development of information which shall be trade secret information of the STATE and may involve the development by CONTRACTOR or CONTRACTOR'S participation in the development of copyrightable and/or patentable subject matter which the parties intend be owned by the STATE:

- A. All right, title, and interest in and to any trade secret information of the STATE (as defined in sections XII(B)(1),(2), and (4), above) developed by CONTRACTOR either individually or jointly with others, and which arises out of the performance of this contract, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE free and clear of any liens, claims, or other encumbrances.

- B. All copyrightable material which CONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this contract, shall conclusively be deemed "works made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101, to the fullest extent possible, and the STATE shall be the copyright owner thereof and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," CONTRACTOR hereby transfers, assigns, and conveys the exclusive copyright ownership thereof to the STATE, free and clear of any liens, claims or other encumbrances.
- C. All right, title, and interest in and to any invention which CONTRACTOR first conceives or first reduces to practice either individually or jointly, and which arises out of the performance of this contract, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. CONTRACTOR agrees to disclose promptly any such invention to the STATE. This paragraph shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the STATE (as defined in Sections XII(B)(1), (2), and (4), above) was used and which was developed entirely on CONTRACTOR own time, and (a) which does not relate (i) directly to the business of the STATE, or (ii) to the STATE'S actual or demonstrably anticipated research or development; or (b) which does not result from any work performed or materials provided by CONTRACTOR for the STATE.
- D. CONTRACTOR will execute all documents and perform all other acts that the STATE may reasonably request in order to assist the STATE in perfecting its rights in and to the trade secret information of the STATE and the copyrightable and patentable subject matter identified herein, in any and all countries.
- E. Without limiting section XII or parts A, B, C, and D of section XIII of this agreement, the STATE retains all rights it possesses in and to the State Databases and State Programs made available to CONTRACTOR for purposes of permitting CONTRACTOR to perform hereunder. CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure, or retain the State Databases or State Programs except as expressly permitted herein to permit CONTRACTOR to complete its duties hereunder. CONTRACTOR may, however, purchase a copy of publicly-accessible versions of information contained in the State Databases and State Programs from the STATE on the same terms and to the same extent as other members of the public. Except to the extent that CONTRACTOR has purchased such copy, CONTRACTOR shall not sell, resell, disclose, redisclose, recombine, reconfigure, or retain the State Databases or State Programs except as otherwise expressly provided herein.

#### XIV. **AFFIRMATIVE ACTION.**

- A. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of business, then CONTRACTOR must comply with the



requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a “Workforce Certificate”), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in Minnesota or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human Rights within five (5) business days of final contract execution, the names of CONTRACTOR 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.”

- B. **Minn. Stat. § 363A.36.** To the extent applicable, Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a Workforce Certificate. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a Workforce Certificate may be voided.
- C. Minn. R. Parts 5000.3400-5000.3600, to the extent applicable, provide:
  - 1. Minn. R. Parts 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 contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 2. **Disabled Workers.** The contractor must comply with the following affirmative action requirements 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.

D. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

E. **Certification.** CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

XV. **INSURANCE.** Throughout the term of this contract CONTRACTOR shall maintain the insurance coverage set forth in this section. The CONTRACTOR's policy shall be the primary insurance to any other valid and collectible insurance available to the STATE with respect to any claim arising out of this contract. CONTRACTOR's insurance company waives its right to assert the immunity of the STATE as a defense to any claims made under said insurance. The CONTRACTOR is responsible for payment of insurance deductibles. Insurance companies must have an "AM Best" rating of A- (minus) and a Financial Size Category of VII or better. Required coverage:

- A. In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with

the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

- B. The Comprehensive Automobile Liability: Minimum Limits of Liability of \$1,000,000 per Occurrence Combined Single Limit Bodily Injury and Property Damage for: Owned Automobile, Non-owned Automobile, and Hired Automobiles.
- C. Commercial General Liability: Blanket Contractual Coverage with Minimum Limits of Liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence, \$2,000,000 minimum annual aggregate.
- D. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance: 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, including coverage for claims which may arise from failure of CONTRACTOR's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Contractor is required to carry the following **minimum** limits:  
\$2,000,000 – per claim or event  
\$2,000,000 – annual aggregate
- E. Trademark, trade dress and/or copyright infringement; This policy will provide coverage for claims CONTRACTOR may become legally obligated to pay resulting from claim that the work performed or material provided hereunder infringes or violates the copyright of any third party, including resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from such claim. Insurance minimum limits are as follows:  
\$2,000,000 – per claim or event  
\$2,000,000 – annual aggregate
- F. Umbrella Liability: Umbrella liability with minimum limits of \$5,000,000 per occurrence and aggregate.
- G. Employer's Liability: Employer's liability insurance coverage with minimum limits of \$1,000,000 each accident.
- H. Crime Insurance: Crime insurance coverage with minimum limits of \$2,000,000 each occurrence.
- I. Lost or Damaged Records: Lost or damaged records insurance coverage for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts with minimum limits of \$1,000,000 each occurrence.

Upon request of the STATE, CONTRACTOR shall be required to promptly provide a Certificate of Insurance evidencing that the above items are in force and effect during the entire term of the contract. The STATE reserves the right to request inspection of a full certified copy of insurance policies at CONTRACTOR's home office facility. All policies and

certificates shall provide that the policies shall remain in force and effect throughout the term of the contract. Policies shall include endorsements that name the STATE, its officers, and employees as additional insured with respect to General Liability, Automobile Liability, and/or Umbrella Liability coverages only; however, the STATE is not liable to the insurance company for any premiums, costs, or assessments in connection with the CONTRACTOR's policy, as a result of being an additional insured. The CONTRACTOR shall provide the STATE with thirty (30) days' advance written notice of cancellations or non-renewals or reduction in limits or coverage or other material change, including the name of the contract, mailed to the STATE as provided in the notice clause of this Agreement.

The CONTRACTOR shall maintain the insurance required above to cover claims which may arise from operations under this contract, whether such operations are by CONTRACTOR or a permitted subcontractor or by anyone directly or indirectly employed under this contract. The CONTRACTOR shall require its insurance company(ies) to waive its(their) right to assert the immunity of the STATE as a defense to any claims made under said insurance. The failure of the STATE to obtain a certificate of insurance for the insurance policies required under this contract, or the failure of the insurance company(ies) or CONTRACTOR to notify the STATE of the cancellation, non-renewal or change of the insurance policies required under this contract, shall not constitute a waiver by the STATE to the CONTRACTOR to provide such insurance policies.

The STATE reserves the right to cancel this contract, upon fifteen (15) days written notice, if CONTRACTOR is not in compliance with the insurance requirements of this contract and the STATE retains all rights to pursue any legal remedies against CONTRACTOR in the event of such non-compliance.

XVI. **ANTITRUST.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVII. **OTHER PROVISIONS.**

A. **Warranties.**

1. **Original Works.** In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain (without any license restrictions attached thereto), all software, documentation, information and other materials provided or furnished by

CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.

2. **Professional Services; Status; Conflicts of Interest.**

CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's employees and subcontractors, who must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE] and that: (a) the [employee]/[subcontractor] has the proper training, skill and background so as to be able to perform all professional services required in this contract in a competent and professional manner, and all such work shall be of quality; (b) the [employees]/[subcontractor's employees] assigned to provide services hereunder are legally authorized to work in the United States of America; and (c) CONTRACTOR has taken reasonable steps to determine if [employees]/[subcontractor's employees] (or their immediate family members) have an interest in any pending or threatened litigation or proceedings in any Minnesota state court. If CONTRACTOR becomes aware of any [employee's]/[subcontractor's employee's] interest (or that of their immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest, and CONTRACTOR acknowledges that the STATE may immediately disqualify such [employee]/[subcontractor employee] from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified [employee]/[subcontractor employee] shall have any further access to the confidential information of the STATE.

3. **Harmful Code Provision:** CONTRACTOR represents and warrants that any software, code, firmware, or media delivered or used during work or to provide services of any kind under this contract will NOT contain any virus, Trojan horse, self-replicating, or other computer instructions that may, without the STATES consent or knowledge:

- a. Alter, destroy, inhibit, or discontinue STATES effective use of CONTRACTORS services, a deliverable, or any STATE resources/
- b. Erase, destroy, corrupt, hold hostage, or modify

any data, programs, materials, or information used or accessed by or on behalf of the STATE.

- c. Store any data, programs, materials, or information on STATES computers or servers or related types of devices, networks, or security devices.
- d. Bypass or disable any internal security measure to obtain access to any STATE resources.

**4. Mutual Representations and Warranties.**

CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

**5. Immediate Notice of Loss, Damage or Disclosure.**

CONTRACTOR must notify STATE immediately upon any loss or damage to STATE records, including during any shipping of records provided by CONTRACTOR, and upon any disclosures of STATE records in violation of this Agreement. CONTRACTOR understands that immediate notice is crucial to recovery efforts, including but not limited to freeze drying of water damaged records and taking steps to minimize or prevent further improper disclosures.

**B. Patent and Copyright Indemnity.** Without limiting section X, CONTRACTOR shall indemnify the STATE and hold it harmless against any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party. CONTRACTOR shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.

**C. Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the STATE. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR

is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

- D. **Consent to Release of Certain Data.** Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- E. **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- F. **Endorsement.** CONTRACTOR must not claim that the STATE endorses its products or services.
- G. **Non-Exclusivity.** This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide computer consulting and programming services or other services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.
- H. **Notices.** Any written notice hereunder shall be deemed to have

been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) if to CONTRACTOR, at the CONTRACTOR'S address set forth in the opening paragraph of the contract; (2) if to the STATE, at the STATE'S address set forth in the opening paragraph of the contract, with a copy to Legal Counsel Division, 125 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.

- I. **Facilities and Use Conditions.** Without limiting CONTRACTOR's responsibilities under any other section of this contract, to the extent that CONTRACTOR utilizes STATE provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this contract, CONTRACTOR must comply with all policies of the STATE and the Minnesota Judicial Branch as they relate to the acceptable use or operation of STATE facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and Drug Free Workplace as the same may be amended and replaced from time to time.
- J. **Equal Pay Certificate.** The STATE cannot enter into an agreement that exceeds \$500,000 with a CONTRACTOR who has 40 or more full time employees in Minnesota or a state where CONTRACTOR has its primary place of business, on a single day during the prior twelve months, unless CONTRACTOR has a valid equal pay certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt. CONTRACTOR certifies that it is in compliance with Minnesota Statutes section 363A.44 and is aware of the consequences for non-compliance. To the extent that CONTRACTOR represents and warrants that as of the effective date of this contract CONTRACTOR employs less than 40 full-time employees on a single working day, CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract.
- K. **Code of Conduct.** CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's



employees/subcontractors. The CONTRACTOR assumes the responsibility of informing all employees/subcontractors of the code of conduct under the Master Service Agreement:

1. Expectation to conduct business responsibly, with integrity, ethics, transparency, including treating employees in a manner that is dignified and respectful, and treating the constituents of the STATE in a socially and environmentally responsible manner.
2. Comply with applicable laws and regulations.
3. Comply with Minnesota Judicial Branch Policies:
  - a. 300 (p) Drug Free Workplace Policy
  - b. 323 Appropriate Use of Data and Records
  - c. Individual contractors sign the Acknowledgement of Receipt of Appropriate Use of Data and Records
4. Compete fairly and ethnically for the STATE.
5. Honor all contractual commitments and obligations.
6. Refrain from inappropriate use of the internet, personal email, or social media use during billed time to the STATE.

**L. Miscellaneous.**

1. The provisions of sections VIII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this contract, as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
2. Captions are for convenient reference and do not constitute a part of this contract.
3. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
4. This contract shall in all respects be governed by and interpreted, construed, and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law

provisions. Any action arising out of or relating to this contract, its performance, enforcement, or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

5. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
6. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

## 1. CONTRACTOR

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of

CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By: SAMPLE ONLY, NOT INTENDED AS AN OFFER

Title:

Date:

By: SAMPLE ONLY, NOT INTENDED AS AN OFFER

Title:

Date:

3. Funds have been encumbered as required by State Court Finance Policy by:

By:

Title:

Date:

## 2. STATE

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:

Title:

Date:

By:

Title:

Date:

4. Chief Justice of the Minnesota Supreme Court (Per policy for procurement exceeding \$500,000)

By:

Title:

Date:

5. Approved as to form and execution for STATE by:

By:

Title:

Date:

## **ADDENDUM A**

### **Special Terms, Conditions and Specifications Applicable to Cloud Storage and Related Services**

#### **SECURITY AND DATA PROTECTION**

The following terms, conditions, and provisions on Security and Data Protection (which include the following sub-sections on Security Incidents, Security, Data Center and Monitoring/Support Locations, and Security Audits & Remediation) take precedence and will prevail over any other terms, conditions, and provisions of the Contract/Agreement, if in conflict.

##### **Security Incidents**

If CONTRACTOR becomes aware of a privacy or security incident regarding any STATE data, CONTRACTOR will immediately report the event to STATE's Authorized Representative. The decision to notify and the actual notifications to the subjects affected by the security/privacy incident will be determined by STATE

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means access to non-public information as defined in 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 (Rule of Public Access), and/or federal privacy requirements in federal laws, rules, and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONTRACTOR has been breached.

##### **Security**

CONTRACTOR will establish and maintain an information security program that includes an information security policy applicable to any and all cloud computing or hosting services ("Information Security Policy"). For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>. CONTRACTOR's Information Security Policy must align with appropriate industry security frameworks. CONTRACTOR will make its Information Security Policy available to STATE on a confidential, need- to-know basis, along with other related information reasonably requested by STATE regarding CONTRACTOR's security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and STATE must treat the Information Security Policy and related information on security practices and policies that are specific to the STATE as confidential information and as non- public data under the Rules of Public Access. CONTRACTOR will not access STATE's, including STATE data, except to respond to service or technical problems or at STATE's specific request. CONTRACTOR will not use STATE data, including production data, for its testing or development purposes. CONTRACTOR has implemented and will maintain procedures to physically and logically segregate STATE data, unless otherwise explicitly authorized by the Authorized Representative as defined in the Master Service Agreement, or delegate. CONTRACTOR will support industry accepted

encryption protocols for the secure transmission of STATE data across untrusted networks.

### **Data Center and Monitoring/Support Locations**

During the term of the Contract/Agreement, CONTRACTOR agrees to: (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 the cloud computing or hosting services only in the continental United States. Customer 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.

### **Security Audits & Remediation**

CONTRACTOR will audit the security of the systems and processes used to provide any and all cloud computing or hosting services, including those of the data centers used by CONTRACTOR to provide any and all cloud computing or hosting services to the State of Minnesota. This audit: (A) will be performed at least once every calendar year beginning with 2023, or the year the Master Service Agreement is executed, whichever is later; (B) will be performed according to appropriate industry security standards (e.g., SSAE 16 SOC2); (C) will be performed by third party security professionals at CONTRACTOR's election and expense; (D) 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 non-public data under the Rules of Public Access; and (E) may be performed for other purposes in addition to satisfying this section.

The CONTRACTOR Audit Report will address the control procedures used by CONTRACTOR to provide any and all cloud computing or hosting services, including specifically an assessment of whether (A) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed and (B) the control procedures operated effectively at all times during the reporting period. The CONTRACTOR Audit Report must also address relevant controls of any subservice providers of any and all cloud computing or hosting services.

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

CONTRACTOR will make good faith efforts to remediate any control deficiencies identified in the CONTRACTOR Audit Report in a commercially reasonable timeframe.

If STATE becomes aware of any other CONTRACTOR controls that do not substantially meet STATE's requirements, STATE may request remediation from CONTRACTOR. CONTRACTOR will make good faith efforts to remediate any control deficiencies identified by STATE in a commercially reasonable timeframe. Failure to do so will be deemed a material breach of the controlling Master Service Agreement.

## APPENDIX IV

### STATE OF MINNESOTA MASTER SERVICE CONTRACT WORK ORDER CONTRACT SAMPLE ONLY; NOT AN OFFER

THIS WORK ORDER CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its State Court Administrator's Office, Information Technology Division, address 145 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Boulevard, St. Paul, Minnesota 55155 (hereinafter "STATE") and insert vendor full legal name and address (hereinafter "CONTRACTOR"). This Work Order Contract is issued under the authority of Master Service Contract Number \_\_\_\_\_, and is subject to all provisions of the Master Service Contract which is incorporated by reference.

#### Work Order Contract

- I. **DUTIES.** CONTRACTOR, who is not a STATE employee, shall provide professional

insert general description of services \_\_\_\_\_. Services will be provided based on a insert agreed upon hourly service arrangement hour work week, with meetings and presentations held during core business hours of 9:00 a.m. to 4:00 p.m. Monday through Friday; provided that CONTRACTOR may perform duties outside of core business hours and off-site at CONTRACTOR'S expense (including all necessary off-site equipment, supplies and related costs). All professional services required hereunder shall be furnished exclusively by CONTRACTOR'S employee insert employee's full legal name ]/[subcontractor insert subcontractor's full legal name, who must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE]. CONTRACTOR'S duties include:

- A. insert specific duties here];  
B. insert specific duties here].

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. **Consideration.** As consideration for all services performed, transfer of rights, and goods or materials supplied by CONTRACTOR pursuant to this Contract, including all clerical support, phone support, and related expenses, the STATE shall pay to CONTRACTOR

insert agreed upon hourly rate here dollars (US \$XXX.XX) per hour. The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not exceed insert total cap amount here dollars (US \$XXX.XX).

It is understood that no funds are being encumbered under this contract for travel and related expenses, and parking and copying. To the extent that travel or copying is necessary, the STATE will reimburse CONTRACTOR through its regular non-state employee

expense reimbursement process, or arrange to pay directly, for pre-approved airfare, lodging, meals, and ground transportation (“travel and subsistence expenses”) or pre-approved copying expenses; provided, that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the STATE’S current Administrative Policy on Travel and Reimbursement. CONTRACTOR shall not be reimbursed for travel and subsistence expenses or copying expenses unless it has received prior written approval for such expenses from the STATE, and the STATE will separately encumber the necessary funds. The STATE hereby designates <agent name> as its agents for approval of such expenses.

B. **Terms of Payment.** CONTRACTOR shall submit an invoice on the first and fifteenth day of each month for billable costs incurred by the CONTRACTOR during the immediately preceding one-half month. Payments shall be made by the STATE promptly after CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by the STATE’S authorized agent pursuant to Section VII.

I. **TIME REQUIREMENTS.** CONTRACTOR shall comply with all of the time requirements described in this contract.

II. **CONDITIONS OF PAYMENT.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR’S duties set forth in Section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

III. **TERMS OF CONTRACT.** This contract shall not be effective until approved as to form and execution by the STATE’S Legal Counsel Division, and upon such approval the effective date shall be deemed to be [insert start date here]. CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the STATE’S authorized representative notifies CONTRACTOR to begin work. This contract shall remain in effect until [insert end date here], unless terminated or cancelled as provided pursuant to the Master Service Agreement.

IV. **STATE’S AUTHORIZED REPRESENTATIVE.** The STATE’S Authorized Representative for the purposes of administration of this contract is Jason Betz, Director, Information Technology Division, or his successor in office. Such representative shall have final authority for acceptance of CONTRACTOR’S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to

Section II(B).

- V. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract. Without limiting the foregoing, CONTRACTOR's liability includes liability for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts.
- VI. **WARRANTY - PROFESSIONAL SERVICES; STATUS; CONFLICTS OF INTEREST.** CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's employee [insert employee's full legal name] ]/[subcontractor [insert subcontractor's full legal name], who must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE, and a Tyler Confidentiality Contract should access to any confidential and proprietary material of Tyler's case management system, Odyssey, be necessary to permit CONTRACTOR to perform hereunder. CONTRACTOR also warrants and represents that:
- A. The employee and/or subcontractor has the proper training, skill and background so as to be able to perform all professional services required in this contract in a competent and professional manner, and all such work shall be of quality;
  - B. The employees and/or subcontractor's employees assigned to provide services hereunder are legally authorized to work in the United States of America; and
  - C. In addition to having each employee and permitted subcontractor sign a confidentiality and disclosure of interest form, CONTRACTOR has taken and shall take reasonable steps to determine if employees or subcontractor's employees (or their immediate family members) have an interest in any pending or threatened litigation or proceedings in any Minnesota state court. If CONTRACTOR becomes aware of any employees or subcontractor's interest (or that of their immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest, and CONTRACTOR acknowledges that the STATE may immediately disqualify such employees or subcontractor's from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified employees or subcontractor's shall have any further access to the



confidential information of the STATE.

- D. Harmful Code Provision: CONTRACTOR represents and warrants that any software, code, firmware, or media delivered or used during work or to provide services of any kind under this contract will NOT contain any vims, Trojan horse, self-replicating, or other computer instructions that may, without the STATES consent or knowledge;
1. Alter, destroy, inhibit or discontinue STATES effective use of CONTRACTORS services, a deliverable, or any STATE resources.
  2. Erase, destroy, corrupt, hold hostage, or modify any data, programs, materials or information used or accessed by or on behalf of the STATE.
  3. Store any data, programs, materials, or information on STATES computers or servers or related types of devices, networks, or security devices.
  4. Bypass or disable any internal security measure to obtain access to any STATE resources.

[Continued on next page with signature blocks.]

**IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby**

## **CONTRACTOR**

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute.)

By: SAMPLE ONLY

Title:

Date:

By:

Title:

Date:

## **STATE**

Person signing certifies that applicable procurement policies have been followed.

By: SAMPLE ONLY

Title:

Date:

Funds have been encumbered as required by State Court Finance Policy:

By: SAMPLE ONLY

Title: Finance Officer

Date:

Contract No.:

## **STATE CONTINUED**

Information Technology Division Director  
(Per policy for contracts involving technology)

By: SAMPLE ONLY

Title:

Date:

State Court Administrator or his/her Deputy  
(Per policy for procurement exceeding \$50,000):

By: SAMPLE ONLY

Title:

Date:

Chief Justice of the Minnesota Supreme Court  
(Per policy for procurement exceeding \$500,000):

By: SAMPLE ONLY

Title:

Date:

Approved as to form and execution for STATE:

By: SAMPLE ONLY

Title: Attorney, Legal Counsel Division

Date:

## Conflict of Interest Disclosure Form

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Contract or work effort: \_\_\_\_\_

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\_\_\_\_\_ I have NO conflict of interest to report

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\_\_\_\_\_ I have a conflict of interest to report:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Minnesota Judicial Branch and your personal interests, financial, family or otherwise:

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