

Minnesota Board of Peace Officer Standards and Training

1600 University Avenue, Suite 200
St. Paul, MN 55104-3825
(651) 643-3060 • Fax (651) 643-3072
www.post.state.mn.us

October 13, 2021

Representative Carlos Mariani, Chair, Public
Safety and Criminal Justice Reform Finance
and Policy Division

rep.carlos.mariani@house.mn

Representative Brian Johnson, Public Safety
and Criminal Justice Reform Finance and
Policy Division rep.brian.johnson@house.mn

Senator Warren Limmer, Chair, Senate
Judiciary and Public Safety Finance Policy
Committee sen.warren.limmer@senate.mn

Senator Ron Latz, Senate Judiciary and Public
Safety Finance Policy Committee
sen.ron.latz@senate.mn

Subject: Interagency Agreements and Intra-Agency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4 Article 2 Section 16 and M.S. 15.0395, attached is the specified list of FY2021 interagency and intra-agency transfers, and copies of the required agreements.

Please do not hesitate to contact me if you have additional questions.

Please do not hesitate to contact me at 651-201-7789 or email erik.misselt@state.mn.us with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Misselt".

Erik Misselt

Executive Director

Minnesota Board of Peace Officer Standards and Training

Attachments

cc: Legislative Reference Library

POST Board BA/PM 75982

STATE OF MINNESOTA
MNSITE Work Order Contract
18ASK

This Work Order Contract is between the State of Minnesota, acting through its Office of MNIT Services ("State") and Maritz Consulting Group Inc. 12800 Whitewater Dr, Suite 40, Minnetonka, Minnesota 55343 ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number 18ASK, SWIFT Contract Number 136552, and is subject to all provisions of the Master Contract which is incorporated by reference.

Work Order

1. Term of Work Order

- 1.1. Effective date: The Effective Date of this Work Order Contract is December 21, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
The Contractor must not begin work under this Work Order Contract until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2. Expiration date: The Expiration Date of this Work Order Contract is June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Incorporation of Terms: Master Contract T-Number 18ASK, SWIFT Contract Number 136552 as signed by the State and Contractor, is incorporated herein in its entirety, by reference, and is available upon request from the State's Authorized Representative or the Office of State Procurement.

2. Contractor's Duties

- 2.1. Contractor will perform a Background Check, as detailed in the Event, on any individual assigned to this Work Order Contract prior to the performance of any work under this agreement.
- 2.2. The Contractor, who is not a state employee, shall assign Dhriti Mahajan, who is also not a state employee, to perform Business Analysis duties to assist the Board with requirements gathering for service recipient POST Board as follows:
 - 2.2.1. Elicit requirements using interviews, document analysis, requirements workshops, storyboards, surveys, site visits, business process descriptions, use cases, scenarios, event lists, business analysis, competitive product analysis, task and workflow analysis, and/or viewpoints.
 - 2.2.2. Write requirements specifications according to standard templates, using natural language simply, clearly, unambiguously, and concisely. Represent requirements using alternative views, such as analysis models (diagrams), prototypes, or scenarios, where appropriate.

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- 2.2.3. Decompose high-level business and user requirements into functional requirements specifying an appropriate level of detail suitable for use by those who must base their work on the requirements.
- 2.2.4. Identify the current- and future-state business processes; define quality attributes, external interfaces, constraints, and other nonfunctional requirements.
- 2.2.5. Participate in requirements prioritization and facilitate the negotiation of requirements amongst multiple stakeholders.
- 2.2.6. Analyze and document business requirements and required data to deliver work products throughout the project life cycle.
- 2.2.7. Coordinate Business Validation to verify the end-to-end business processes function as intended.
- 2.2.8. Participate in peer reviews and inspections of requirements documents and work products derived from those documents to ensure the requirements were interpreted correctly.
- 2.2.9. Manage requirements traceability information and track requirements status throughout the project.
- 2.2.10. Manage changes to baseline requirements through effective application of change control processes and tools.
- 2.2.11. Track scheduled tasks and follow up with task owners when needed.
- 2.2.12. Provide project status report with a minimum frequency of bi-weekly. Reporting will be weekly for some periods.
- 2.2.13. Provide knowledge transfer

3. Consideration and Payment

- 3.1. Consideration. The State will pay for all services performed by the Contractor under this Work Order Contract as follows:
 - 3.1.1. Compensation. The Contractor will be paid an hourly rate of \$73.00, up to a maximum of 1,000.00 hours, not to exceed \$73,000.00.
 - 3.1.2. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed \$0.00; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Work Order Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written

POST Board BA/PM 75982

approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.3. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed \$73,000.00.

3.2. Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: On a monthly basis following the preceding month in which services have been delivered. Invoices must be sent via email to the MNIT Accounts Payable e-mail address at mnit.accountspayable@state.mn.us. All invoices must include the SWIFT Contract Number and Purchase Order Number.

4. Work Order Authorized Representative and Project Managers

4.1. The State's Authorized Representative/Project Manager is:

The State's Work Order Authorized Representative/Project Manager (or his/her successor) has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Work Order. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment. The State's Authorized Representative/Project Manager is:

Name: Pancho Henderson

Title: CBTO

Email: Pancho.Henderson@state.mn.us

Phone: 651-201-7750

4.2. The Contractor's Project Manager is:

Name: Efe Guzel

Title: Delivery Lead

Email: efe@ledelsea.com

Phone: +1 320-217-4549

If the Contractor's Project Manager changes at any time during this work order, the Contractor must immediately notify the State.

5. Liability/Indemnification

In the performance of this Work Order Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

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

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

POST Board BA/PM 75982

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed DocuSigned by:
Debra Johnson
1BF2773FD90C4B3...

Date: 12/18/2020

SWIFT Contract ID: 187041 PO# 3000036233

2. Maritz Consulting Group Inc. (CONTRACTOR)

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

By DocuSigned by:
Efe Gurel
916E3CBB8D31463...

Title:

Date: 12/18/2020

3. Office of MNIT Services (STATE AGENCY)

DocuSigned by:
By: *Tracy Gerasch*
58BF08075AF6441...
(with delegated authority)

Title: Procurement Director

Date: 12/18/2020

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

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

Date: 12/18/2020

MNIT Project Manager

STATE OF MINNESOTA
MNSITE Work Order Contract
18ASK

This Work Order Contract is between the State of Minnesota, acting through its Office of MNIT Services ("State") and The MACRO GROUP Incorporated 1200 Washington Ave S, Suite 350, Minneapolis, Minnesota 55415 ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number 18ASK, SWIFT Contract Number 137151, and is subject to all provisions of the Master Contract which is incorporated by reference.

Work Order

1. Term of Work Order

- 1.1. Effective date: The Effective Date of this Work Order Contract is January 26, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Work Order Contract until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2. Expiration date: The Expiration Date of this Work Order Contract is June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Incorporation of Terms: Master Contract T-Number 18ASK, SWIFT Contract Number 137151 as signed by the State and Contractor, is incorporated herein in its entirety, by reference, and is available upon request from the State's Authorized Representative or the Office of State Procurement.

2. Contractor's Duties

- 2.1. Contractor will perform a Background Check, as detailed in the Event, on any individual assigned to this Work Order Contract prior to the performance of any work under this agreement.
- 2.2. The Contractor, who is not a state employee, shall assign Nancy Turnbull, who is also not a state employee, to perform duties for service recipient Minnesota IT Services as follows:
 - 2.2.1. Provide leadership for program/project
 - 2.2.2. Provide strategic vision and thinking with focus on outcomes
 - 2.2.3. Create clear and attainable project/program objectives
 - 2.2.4. Manage Risk Register, Issue log and Decision log for MNIT DevOps Transformation
 - 2.2.5. Provide support to the CBTO and MNIT Leadership Team related to the MNIT DevOps Transformation
 - 2.2.6. Assist with support and vendor management
 - 2.2.7. Coordinate work and activities with Product Owners and MNIT DevOps Team

MNIT Project Manager

2.2.8. Create clear and attainable project/program requirements

2.2.9. Manage program/project constraints of cost, time and scope

2.2.10. Form close links with team members and stakeholders

2.2.11. Provide knowledge transfer

3. Consideration and Payment

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

3.1.1. Compensation. The Contractor will be paid an hourly rate of \$100.00, up to a maximum of 900.00 hours, not to exceed \$90,000.00.

3.1.2. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed \$0.00; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Work Order Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.3. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed \$90,000.00.

3.2. Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: On a monthly basis following the preceding month in which services have been delivered. Invoices must be sent via email to the MNIT Accounts Payable e-mail address at mnit.accountspayable@state.mn.us. All invoices must include the SWIFT Contract Number and Purchase Order Number.

4. Work Order Authorized Representative and Project Managers

4.1. The State's Authorized Representative/Project Manager is:

The State's Work Order Authorized Representative/Project Manager (or his/her successor) has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Work Order. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment. The State's Authorized Representative/Project Manager is:

MNIT Project Manager

Name: Stefanie Horvath
Title: Chief Business Technology Officer
Email: Stefanie.Horvath@state.mn.us
Phone: 651-556-8014

4.2. The Contractor's Project Manager is:

Name: Mary Frechette
Title: Director HR/Administration
Email: mfrechette@macrogroup.net
Phone: +1 612-332-7880 ext. 121

If the Contractor's Project Manager changes at any time during this work order, the Contractor must immediately notify the State.

5. Liability/Indemnification

In the performance of this Work Order Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

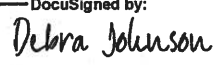
1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

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

MNIT Project Manager

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

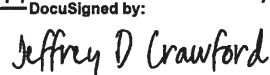
Signed DocuSigned by:

1BF2773FD90C4B3...

Date: 1/25/2021

SWIFT Contract ID: 188518 PO# 3000036573

2. The MACRO GROUP Incorporated (CONTRACTOR)

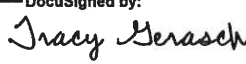
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By DocuSigned by:

BA0CEBAAF9794A6...

Title: Secretary / Treasurer

Date: 1/25/2021

3. Office of MNIT Services (STATE AGENCY)

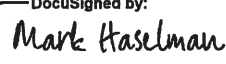
DocuSigned by:
By: 
588F08075AF6441
(With delegated authority)

Title: Procurement Director

Date: 1/25/2021

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

DocuSigned by:
By: 
27F2E3577E8D4CB...

Date: 1/25/2021

461901/02/2021



State of Minnesota Contract

SWIFT Contract No. 187276

This Contract is between the State of Minnesota, acting through its Commissioner of the Office of MNIT Services ("State") and Benchmark Analytics whose designated business address is 4619 N Ravenswood Ave, Suite 203, Chicago, IL 60640 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 15.061 & 16E.01 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of new technology for the Minnesota's Board of Peace Officer Standards and Training (POST) to capture information related to peach officers employed within the state, which is a mandate through Legislation.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. January 2, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. February 1, 2022 , or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 1 year in increments as determined by the State, through a duly executed amendment.

2. Contractor's Duties

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

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

Complete the duties as outlined in Exhibit C, which is attached and incorporated into this contract and outlined below:

- Implement and configure a complaint submission and tracking system;
- Implement and configure a portal for data submission by Law Enforcement Agencies;
- Implement and configure a training management system;
- Implement and configure a database to capture peace officer information.

3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Consideration and Payment

4.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:

- 4.1.1 Compensation. The Contractor will be paid in accordance with the breakdown of costs as set forth in Exhibit D, which is attached and incorporated into this contract.
- 4.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$200,000.00.

4.2 Payment.

- 4.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule: Upon completion of each deliverable. Invoices should be sent to the MN.IT Accounts Payable e-mail address at mnit.accountspayable@state.mn.us. All invoices must include the Swift Contract Number and the Purchase Order Number.
- 4.2.2 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.
- 4.2.3 Conditions of payment. All services delivered by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5. Authorized Representative

The State's Authorized Representative is Stefanie Horvath, 658 Cedar St., St. Paul, MN 55155, 651-556-8014, Stefanie Horvath@state.mn.us, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative. The Contractor's Authorized Representative is Ron Huberman, CEO at the following business address and telephone number: 4619 N. Ravenwood Ave., Suite 203, Chicago, IL 60640, 312-287-3895 or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

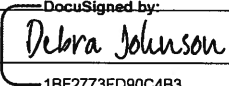
6. Exhibits

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

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

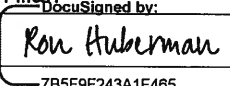
1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: Debra Johnson
DocuSigned by:
 Signature: 
1BF2773FD90C4B3...
 Title: Contract Manager Date: 12/23/2020
 SWIFT Contract No.: 187276 PO No.: 3000036292

2. Contractor

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

Print name: Ron Huberman
DocuSigned by:
 Signature: 
7B5F9F243A1F465...
 Title: CEO Date: 12/23/2020

3. State Agency

With delegated authority

Print name: Tracy Gerasch
DocuSigned by:
 Signature: 
58BF08D75AF6441...
 Title: Procurement Director Date: 12/23/2020

4. Commissioner of Administration

As delegated to The Office of State Procurement

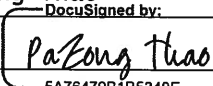
Print name: PaZong Thao
DocuSigned by:
 Signature: 
5A76479B1B5340E...
 Title: Contracts Specialist Date: 12/24/2020

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

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

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

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

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

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

3. Termination.

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

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

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The

State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

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

5. Indemnification.

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

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

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

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

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

7. Foreign Outsourcing of Work Prohibited.

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors.

8. Subcontracting and Subcontract Payment.

8.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor's obligations that were not already

approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

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

9. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

10. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

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

11. Intellectual Property Rights.

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

11.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

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

11.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees,

agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

11.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

11.4 Obligations.

11.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

11.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

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

12. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

13. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

14. State Audits.

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

15. Diverse Spend Reporting.

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

16. Publicity and Endorsement.

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

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

17. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

18. Federal Funds.

- 18.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- 18.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

19. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

- 19.1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 19.2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 19.3 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 19.4 The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 19.5 The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 19.6 The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 19.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 19.8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

20. Contingency Fees Prohibited.

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

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

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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

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

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

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

24. Affirmative Action Requirements

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

24.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

24.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 24.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 24.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 24.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 24.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 24.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

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

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

25. Equal Pay Certification.

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

26. IT Accessibility Standard.

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

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

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

27. Survival of Terms.

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

Exhibit A, Supplement 1**IT TERMS****28. Security and Data Protection.**

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

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

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

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

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

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

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

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

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

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

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

28.2 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

28.3 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

28.4 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

28.5 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

28.6 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

28.7 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right

to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

28.8 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements (“SSAE”) 16 Service Organization Control (“SOC”) 2, International Organization for Standardization (“ISO”) 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor’s election and expense; (4) will result in the generation of an audit report (“Contractor Audit Report”), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

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

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

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

28.9 Insurance and Liability. Contractor warrants that it has and will maintain the insurance described below in force and effect throughout the term of the Contract. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract provided that Contractor warrants that the minimum coverage requirements below are met.

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

This policy must provide coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contract, including but not limited to claims which may arise from failure of Contractor’s or a subcontractor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

Contractor is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and, unless Contractor maintains an audited net worth of at least \$100 million, the deductible may not exceed \$100,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of the Contract. Contractor shall maintain such insurance for a period of at least three (3) years

following expiration or termination of the Contract. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor will notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State. Contractor is responsible for payment of Contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be provided to the State. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category ("FSC") VII or better, and authorized to do business in the State. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request. The State reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements of this sub-section and retains all rights to pursue any legal remedies against the Contractor.

Notwithstanding any limitation of liabilities in the Contract, the Contractor shall be liable for all damages to the extent such damages are within the insurance limit.

28.10 Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

28.11 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

28.12 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

28.13 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

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

cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

28.14 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

28.15 Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

28.16 Compliance with Data Privacy and Security Laws and Standards. Contractor must comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015, Amended MNSure Data Sharing Contract, currently available at <https://www.mnsure.org/images/MNIT-MNSure-data-sharing-Contract-2015-07.pdf>, and as amended. This document, as amended, is fully incorporated herein.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.9, dated 6/1/2020, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

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

Insurance certificate holder should be addressed as follows: 658 Cedar St., St. Paul, MN 55155

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

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

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

The following coverages shall be included:

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

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

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

4.3 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance minimum limits are as follows:

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

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

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

4.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

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

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

Exhibit C: Specifications, Duties, and Scope of Work

Proposal Details

The Contractor will provide a holistic, synergistic solution that offers the greatest benefit to the State of Minnesota, this includes both software and services to support internal affairs data capture, compliance reviews, centralized officer database, and a training management system. The software components provide the on-going platform for data capture and reporting. The services section details how Benchmark will provide implementation, training, support to agencies, and a comprehensive rollout.

Software Components

The statewide platform from Benchmark is comprised of two (2) components: Benchmark's Internal Affairs Module and the Training Management & Officer Profile module.

1. Complaint and Misconduct Tracking & Case Management

Benchmark's Internal Affairs module will provide a complete solution to both individual law enforcement agencies (LEA) and POST. Each LEA will have access to an Internal Affairs portal for submitting all required data to POST. From POST's standpoint, the system is hyper-configurable, allowing POST to accomplish multiple tasks. POST will have access to a complaint intake form, an investigation management form (case management), and a compliance review form. Each of these forms can be configured independently of one another and include their own submission criteria and workflow. With data captured in Benchmark's platform, our Reporting and Analytics engine provides robust ability for both compliance reporting and analytic insight. This engine will allow reports to be configured for: (1) Statewide Views, (2) County-Level Analysis, and (3) Agency-Level Reporting.

2. Officer Profile/Centralized Database and Training Management System (TMS)

Benchmark's Officer Profile Database includes out-of-the-box functionality that can be utilized for Minnesota's statewide centralized database. The system will allow POST to design a standardized officer profile for every peace officer across the state. This profile will be able to capture officer license status, employment history, discipline history, and additional data sets determined by POST. This module will also allow POST to process and accept payments from individual officers for their licenses. This approach will allow POST to review critical officer information across the state, within a specific region, or within a specific law enforcement agency. Additionally, Benchmark's Training Management System is a robust and comprehensive platform. It will allow POST to manage all training vendor information, approved training courses available to LEAs, mandatory yearly training tracking, and analyze training course efficacies. If additional views are requested, our flexible reporting tools can be utilized to create those specific views (e.g., regions of the State, etc.). All data stored within the system is stored securely via encryption in-transit and encryption at-rest.

Services Components

To ensure the optimal configuration of Benchmark's platform for the variety of POST requirements – as well as to facilitate adoption – we propose a set of implementation services associated with the configuration of the Benchmark Management System (BMS), including: (1) Configuration, (2) Agency Outreach, (3) Training, and (4) Support.

1. Configuration and Implementation

Benchmark Analytics is tenacious about implementation. Our team is comprised of former government practitioners who know all too well that a thoughtful, well-managed implementation plan and execution is just as important as the technology itself. In configuration and implementation, we ensure that the modules are configured exactly as it should be, that all of the labels and workflows are correct and mirror the business processes of POST. This process provides time for staff to review internal policies and general orders to ensure the processes are correct and up to date and are in lockstep with the technology.

Our proposed approach for implementation as follows:

Project Kick-off and Discovery Session:

The Benchmark team will lead a series of discovery conversations regarding infrastructure, integrations, people data and initial clarity on configuration, technical requirements and detailed specifications for the system.

Our methodology for this portion of the assessment will include a review of legislation requirements, a review of policies and a selection of reports and other documentation from a select group of departments, interviews with staff experts, and analysis of data. Benchmark will configure an Internal Affairs system, an Officer Profile database, and a Training Management System, based on POST's requirements and environment.

Requirements Gathering Session

Benchmark will schedule meetings with POST to go through our configuration/specification worksheets, as well as to finalize any open technical items. These worksheets help guide our detailed understanding of the state's requirements and needs for the system, including custom fields, custom labeling, custom workflow, chain-of-command and required in-app notifications and communications.

Sandbox Deployment

Using the configuration worksheets and other output from the Requirements Gathering session, as well as any other follow-up items, Benchmark will configure the system specifically to POST's specifications, including any custom labeling, chain-of-command review and notifications. We will open up this testing environment for relevant POST stakeholders in a sandbox environment for final user acceptance testing and overall review.

Go-Live

After the sandbox environment is confirmed as correctly configured with all open items closed, we obtain Client sign-off and go live in a production environment.

Within 30 days of Go-Live, perform Web Application Vulnerability Scan. Provide results report and mitigation plan (if needed).

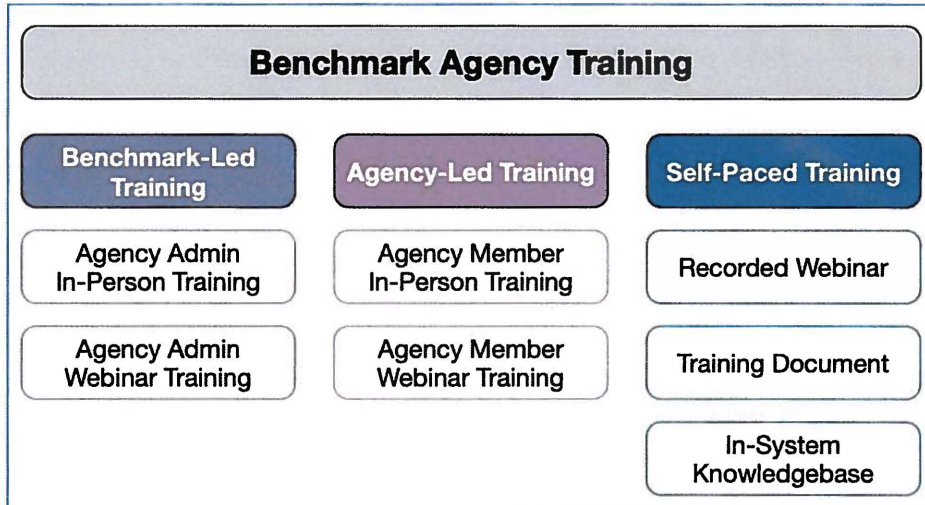
2. Outreach

User adoption is a critical component of any system roll-out. Our experience providing statewide services indicates that coupling legislation mandates with clear and targeted outreach ensures rapid and consistent technology adoption. As part of our outreach service, Benchmark team members will focus their entire effort on communicating with POST and facilitating adoption of the platform and reporting. This service will also serve as a vital information conduit regarding implementation and any modifications that POST might consider to further support local law enforcement.

3. Training

Once POST Acceptance Training (Testing) has occurred in the Sandbox environment and is approved by POST for full go-live, Benchmark will initiate training on the system. We will work with POST to develop the right training methodology for each LEA. We generally rely on a train-the-trainer model which provides training for key administrators and managers/users who will be utilizing the system on a day- to-day basis. Because we understand that there can be turnover, we also provide a training refresh to new POST staff or administrators at no additional cost on an on-going basis.

Benchmark provides several tools to support training. The repository of all project documentation is available throughout the implementation to be leveraged as needed. We deliver a fully configured sandbox system complete with accounts for designated POST staff. Additionally, Benchmark will allow POST to test the data submission portal with a select group of LEAs. Lastly, Benchmark's training manual, recorded training videos, and knowledge base are available 24/7 as quick references which comprehensively cover the core system features and functions.



4. Customer Support

Benchmark Analytics will provide a knowledge base for immediate support to local agencies, email support, and a phone line for live customer support during business hours scheduled Monday through Friday from 7AM CT to 7PM CT. Additionally, Benchmark provides a 24-hour 7-day-a-week hotline for any systemwide outage. Benchmark's customer support structure will allow individual LEAs to contact Benchmark for system support or system issues.

System Benefits

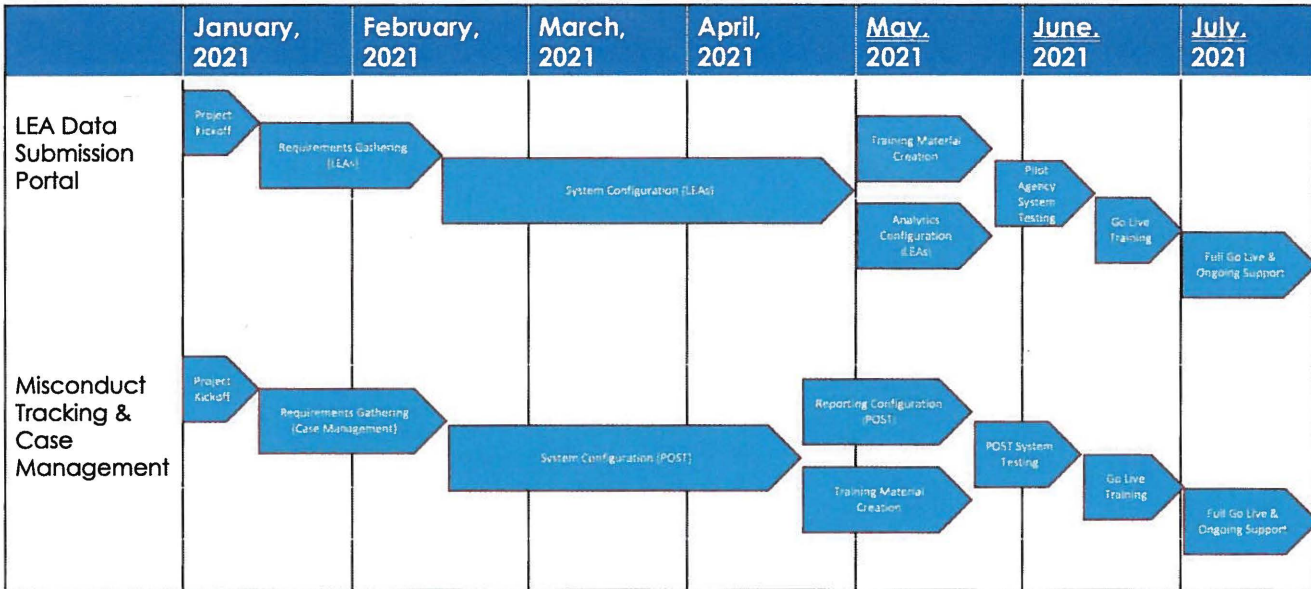
Implementing a single Internal Affairs data submission portal, a standardized complaint and investigation process, an internal compliance review form, a centralized database for officer data, a modern Training Management System, and a robust reporting engine positions Minnesota POST to exceed the requirements set forth in the state's legislation. From data and reporting to agency-specific efficiencies, the system we propose can improve POST's data tracking, collection, and analysis in key areas.

- **Improved Data:** By providing one system for storing data on internal affairs, officer data, and mandatory yearly training POST can ensure that data is consistently captured. A single system will improve the quality of data across the state to better understand licensing, training, and internal affairs data.
- **Improved Reporting and Analysis:** With a single system to store data, the system we propose will also provide a single platform for reporting and analyzing data. This system will allow POST to provide uniform reporting to internal staff, to legislators, and to the public. A centralized set of tools for capturing and reporting data will ensure consistent definitions within reports and provide an opportunity for benchmarking agencies relative to peer groups and the state overall.
- **Agency Efficiencies:** The statewide system we propose will provide agencies with a single portal for sharing and viewing data. Those agencies with limited budgets or without existing systems will benefit from a toolset that allows them to capture and report on internal affair cases, complying with the legislation, and eliminating manual, paper-based processes.
- **Rapid deployment:** Having a statewide system available to POST and LEAs around the state means that the state can more rapidly adjust to the enacted legislation.

Implementation Plan / Timeline

Following the presentation of Benchmark Analytics' workplan, we will convene a kick-off meeting to start the goal identification process and to clarify the boundaries of the project. As discussed in the proposed services, the Benchmark team will lead a series of discovery conversations regarding infrastructure, security, workflow, configuration, technical requirements and detailed specifications for the system. Based on legislative timelines, Benchmark has broken the project into two implementation phases, the complaint tracking system and the TMS/Officer Database.

Complaint Tracking & LEA IA Data Submission Portal



Training Management System & Centralized Officer Database

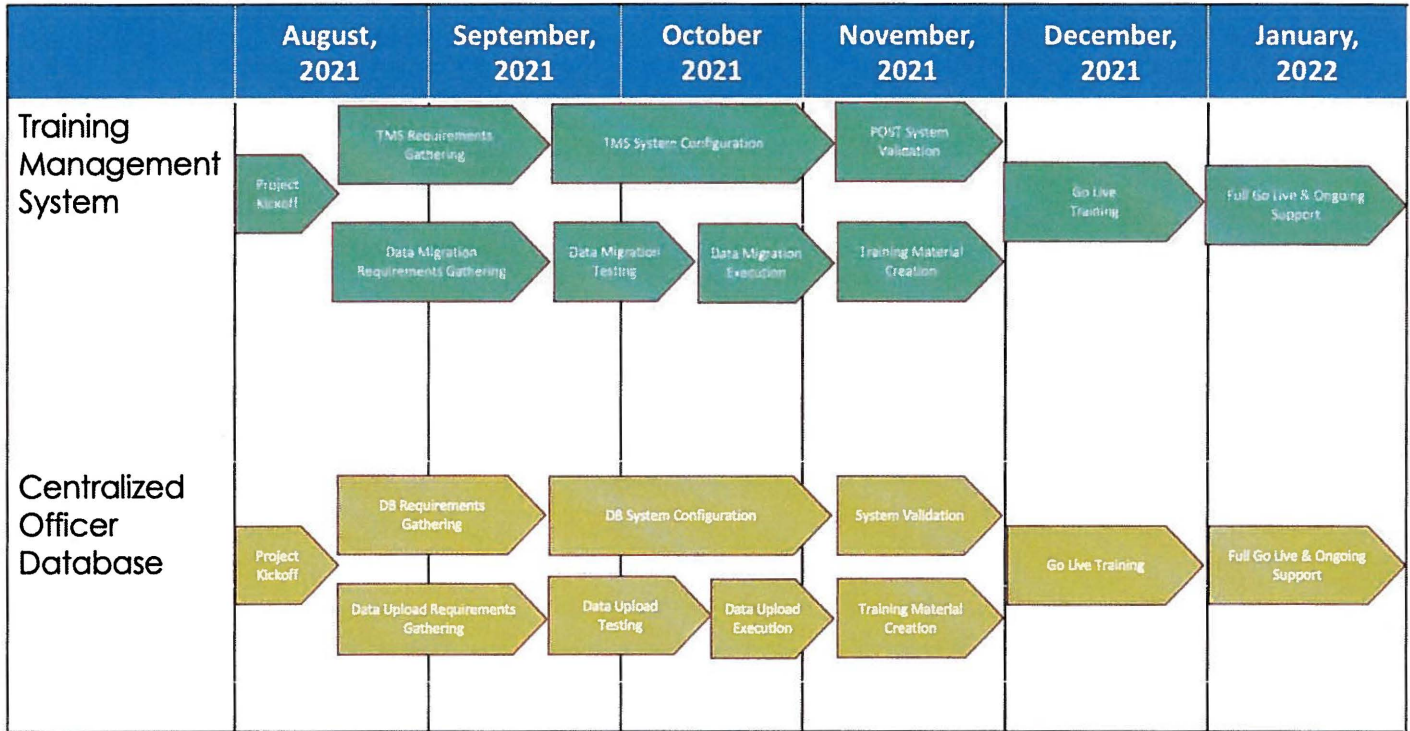


Exhibit D: Pricing

Deliverable Description	Fee
One-Time Fixed Implementation Cost	\$200,000
Project Initiation and Management	Included in Fixed Implementation Cost
Business Requirements Analysis and Design	Included in Fixed Implementation Cost
Development, Testing and Deployment of Modules	Included in Fixed Implementation Cost
Training and Training Material for Train the Trainer, Technical Users and End Users	Included in Fixed Implementation Cost
System Implementation to Include User Acceptance Training	Included in Fixed Implementation Cost
Technical Costs	Included in Annual License Cost
Hosting Environment	For Benchmark GovCloud SaaS, up to 3TB of storage on AWS included in the annual license fee.
Hosting Environment (Technical Support)	No additional charge.
Maintenance and Technical Support; including patches, upgrades and compliance with security requirements.	No additional charge.

Payment Schedule

Fee	Due Date
\$100,000	Upon delivery and sign off of the Complaint and Misconduct Tracking and Case Management System sandbox.
\$100,000	Upon delivery and sign off of the Training Management System sandbox.