

PARTICIPATING ADDENDUM
NASPO ValuePoint
For Wireless Data, Voice and Accessories
Between the State of Minnesota and
Cellco Partnership d/b/a Verizon Wireless

NASPO ValuePoint Contract No. MA152

State of Minnesota Contract No. 186346

1. **Scope:** Scope: Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the “Master Agreement”. This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state’s statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.
2. This Participating Addendum (“PA” or “Contract”) covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA152) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, “Participation,” below. There were four categories included in the solicitation

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1 and 2, and certain products and services in Category 3.

Participating Entity (also referred to as the “State”) has elected to participate in **Categories 1, 2 and 3**

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the “Parties”) acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity’s Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon’s Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. **Participation:** The Contract is available for use by Minnesota State Agencies and Cooperative Purchasing Venture (CPV) Members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members, including pricing, terms, conditions, and specifications. Notwithstanding Section 7, and for the avoidance of doubt, and with the prior written approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State or other CPV members.

Sales for personal use shall not be allowed under this Contract; however, a governmental entity may permit the use of services, equipment or accessories obtained under this Contract for personal use by employees who obtained the services, equipment or accessories for a governmental purpose.

It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

6. **Authorized Representatives and Primary Contact:**

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

Name: Doug Heeschen or successor
Title: Division Procurement Coordinator
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2422
E-mail: doug.heeschen@state.mn.us

The Contractor's Authorized Representative and the primary contact individual for is identified below. All notifications to the Contractor shall be in writing and addressed as follows:

Name: Doug Robertson
Title: Senior Manager, Contracts Management
Address: ___ 15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson

Telephone: (949) 246-8700
E-mail: Doug.Robertson@vzw.com

7. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

8. **Subcontractors:** The subcontractor(s) identified in documentation created under the Master Agreement are authorized to perform services. Verizon will provide State reasonable prior notice of the use of any subcontractor.
9. Reserved:
10. **Order of Precedence:** The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:
 - a. The Minnesota Participating Addendum, including Exhibit A.
 - b. The NASPO ValuePoint Master Agreement
 - c. Any purchase order or ordering document
 - c. Response to the NASPO ValuePoint Solicitation
 - d. The NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions. No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

11. **Term of Participating Addendum**

Effective date. April 1, 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.

Expiration date. Coterminous with the Master Agreement (August 11, 2024 or as otherwise extended by the parties).

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary parties

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

**1. Contract Vendor:
Verizon Wireless**

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

By: *Todd Loccisano*
DocuSigned by:
Signature

Todd Loccisano
Printed Name

Title: VP, Commercial Deal Mgmt (Wireless), VBG

Date: 03/08/2021

**2. Government Entity:
State of Minnesota
Office of State Procurement**

DocuSigned by:
In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Doug Heeschen*
DocuSigned by:
093FEEC286F045D...

Title: Division Procurement Coordinator

Date: 3/11/2021 | 1:35 PM PST

**3. State of Minnesota
Commissioner of Administration**

Or delegated representative.

By: *Andy Doran*
DocuSigned by:

Date: 3/11/2021 | 1:35 PM PST 3/11/2021
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Minnesota Exhibit A

1. State Audits.

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

2. Indemnification and Hold Harmless.

The terms of the Master Agreement paragraph 33 Indemnification including its subparagraphs apply. Nothing herein, whether expressed or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend or hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to the order of precedence.

3. **Insurance.** The terms of the Master Agreement paragraph 21, Insurance, apply. A Certificate of Insurance must be submitted to the State upon request. State must be named as an additional insured, to the extent permitted by law.

4. 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. The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law. Notwithstanding any other term in the Contract, the Contract shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to the Contract or afforded to the State by Minnesota law. All rights and remedies provided in the Contract are cumulative and not exclusive or any other rights or remedies that may be available to the State, whether provided by law, equity, statute, or any settlement agreement between the parties.

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

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

6. Tax ID Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, the Contractor consents to disclosure of its federal taxpayer identification number, or Minnesota tax identification number in accordance with that statute.

7. Reserved.

8. Affirmative Action Requirements

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

8.1 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.

8.2 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.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

8.3.1 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.

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

8.4 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.

8.5 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.

9. 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.

10. Prompt Payment and Invoicing.

10.1 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 Purchasing Entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. There is a purchasing card single purchase limit of \$5,000 for State agencies.

10.2 Invoicing. Minimum invoice requirements are as follows:

- Purchasing Entity name
- Item/service description
- Item quantity or service hours
- List price

11. Price after discount Taxes.

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

11.2 Wireless Data and Voice Services: Contract price and quoted price do not include tax. The Contractor will charge the Purchasing Entity the applicable taxes and surcharges for the wireless data and voice services provided under this Contract.

12. Purchase Orders (PO).

There are no minimum order requirements. There will be no charges to process an individual order.

13. Default.

In the event of a default, the defaults and remedies set forth in NASPO ValuePoint Contract No. MA152 for the lead state are also applicable for the Purchasing Entity. Additionally, no substitutions or cancellations are permitted without prior approval by the Purchasing Entity. Contractor may be removed from the State's vendor list, suspended or disbarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the fees or costs incurred on the Contract.

14. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use in accordance with the Contract of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used under the Contract, provided the material has been not been modified, or combined with other products, except as allowed in writing by Contractor.

15. Amendments to Participating Addendum.

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

16. Termination of the Participating Addendum.

The Participating Addendum may be cancelled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contractor. In the event the Contractor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contractor shall be entitled to payment, determined based on products received and on a pro rata basis for work or services satisfactorily performed and accepted. The Contractor may request to cancel the Participating Addendum but must receive written approval from the State. The Contractor reserves the right to cancel orders from any Participating Entity if the Participating Entity violates the terms of the Contract or Master Agreement.

17. Administrative Personnel Changes.

After execution of this Participating Addendum the State must be notified of intended changes in the Contractor's key Contract personnel as soon as practicable.

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

19. IT Accessibility Requirements and Standards.

19.1 ACCESSIBILITY REQUIREMENTS. Vendor is committed to providing wireless products and services that are accessible to and usable by individuals with disabilities. Please reference the Accessibility Resource Center website at <https://www.verizon.com/about/accessibility/overview> for a detailed description of Vendor's commitment and disclosures regarding product and service accessibility, such as auditory support, visual assistance, mobility tools, device feature descriptions and customer service support, and to learn how Verizon meets the following standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

19.2 IT ACCESSIBILITY STANDARDS. Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards available online at https://mn.gov/mnit/images/Stnd_State_Accessibility.pdf or <http://mn.gov/oet/> that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. For all websites, training or any of the technologies made available through this Contract, the Contract Vendor agrees to ensure functionality which supports accessibility. Contract Vendor is committed to providing a variety of wireless products and services that are accessible to all users, including individuals with disabilities, and will work with ordering agencies to assist in identifying their specific product accessibility requirements. If commercially available and upon request, the Contract Vendor is to furnish a Voluntary Product Accessibility Template (VPAT) for product available on the Contract. <https://mn.gov/mnit/programs/accessibility/it-procurement.jsp>

20. Compliance with Data Privacy and Security Laws and Standards.

See NASPO VP Master, Attachment S, Security Disclosures.

21. Supply Chain Security. Unless the authorized representative of the State, the Purchasing Entity requests a refurbished device or equipment, or for replacements provided under warranty or through a device insurance program (as disclosed in policies for each), Contractor shall take commercially reasonable steps to ensure all equipment and devices provided as new under this contract are new from the manufacturer and do not contain previously returned, opened, or refurbished items. Contractor will use commercial reasonable efforts to mitigate supply chain risk in the provision of supplies and services under this Contract. "Supply chain risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a device or equipment so as to surveil, deny, disrupt, or otherwise degrade the function, use or operation of such device or equipment.

22. Minnesota Administrative Fee and Reporting Requirements.

22.1 Administrative Fee Contractor will pay the State a quarterly administrative fee of one percent (1%) of the amounts received by the Contractor, less applicable sales tax, returns, credits and adjustments, from the sale of Product (as defined in the Master Agreement #MA 152) on CRU accounts under this Contract (Administrative Fee). In return, the standard discount provided under the Master Agreement will be reduced by one percent (1%). The Administrative Fee will be paid by check made to the State of Minnesota, Department of Administration" with the check sent to Office of State Procurement, 50 Sherburne Ave., Suite 112, Saint Paul, MN 55155 Reporting and Payment of the Administrative Fee are due to the State within 30 days, or as soon as practicable up to forty-five (45) calendar days after the end of the quarter for which the Administrative Fee is owed. Administrative fee payments under any predecessor Participating Addendum will be discontinued effective March 31, 2021. The quarter periods are July 1 through September 30 (1st Quarter), October 1 through December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter) and April 1 through June 30 (4th Quarter). The Contractor must provide a report detailing the total sales to Purchasing Entities (State Agencies and CPV Members). The report must be submitted with the check on or before the required 30 days after the end of the quarter.

22.2 Quarterly Usage Reports for Office of State Procurement. Usage reports for each quarter shall be delivered within 30 days following the end of the quarter to osp.usagereports@state.mn.us. Each report should contain the following information at a minimum:

- Sales broken down by each Purchasing Entity. If it is a state agency, the name must include the agency name and the division (e.g., Minnesota Department of Natural Resources, Forestry Division). All amounts in US Dollars.
- Total Summary of all plan usage, separated by state and CPV usage.
- Total Summary of all equipment purchased, separated by state and CPV usage.

22.1 Entity Reports. To the extent permitted by law and by Purchasing Entity policy, Contractor shall provide a Purchasing Entity a web portal that lists all active wireless phone numbers assigned to that Purchasing Entity's account from the most recent quarter. This report must be downloadable.

22.2 Upon request from the State, Contractor will provide a list of equipment purchased using this contract for a specified period.

23. Severability.

If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the state and the Contractor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

24. Survivability of Orders.

In the event the term of any order placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until it is completed, fulfilled, expires or the order is cancelled or terminated in accordance with the terms of this Contract, provided, however, that the foregoing shall not serve to extend ongoing services beyond termination or expiration of the Contract.

25. Survivability of Terms.

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; Intellectual Property Indemnification; Publicity, and Minnesota Administrative Fee and Reporting Requirements.

26. Hazardous Substances. Not applicable.

27. 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.

28. 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.

29. 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 ordering document whenever the Contract is used for a State or CPV Member 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 or the Purchasing Entity 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 Purchasing Entity employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Purchasing Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

30. No Mandatory Mediation or Arbitration.

Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

31. 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.

32. Federal Funds.

Payments under this Contract may be made from federal funds obtained by the Purchasing Entity. Additional terms and conditions may be presented by the Ordering Entity to the Contractor if federal funds are being used in support of a federal grant, cooperative agreement, or procurement contract.

33. Quarterly Environmental/Sustainability Reporting. Not applicable.

34. Diverse Spend Reporting. Not applicable.