

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
SYSTEM OFFICE
HOSTING SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **SYSTEM OFFICE**, (hereinafter Minnesota State), and **[INSERT VENDOR'S LEGAL NAME AND FULL ADDRESS]**, an independent consultant, not an employee of the State of Minnesota (hereinafter CONSULTANT).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of professional/technical services, and

WHEREAS, the CONSULTANT represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract is effective on **January 1, 2021** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect for five years, until **December 31, 2025** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONSULTANT understands that no work should begin under this contract until all required signatures have been obtained and the CONSULTANT is notified to begin work by Minnesota State authorized representative.

II. **CONSULTANT'S DUTIES. The CONSULTANT will:**

Provide (HOST) a Web Based (Software as a Service) System for On-line Construction Documentation Distribution and On-line Bidding System. On-line Bidding will utilize **[Insert vendors On-line Software System]**. The system shall allow advertisement of construction bids, Request for Qualifications and Request for Proposal opportunities, distribute construction documents and other solicitation documentation electronically to prospective bidders, maintain the Plan Holder's list and distribute addenda to all Plan Holders and allow on-line electronic submission of bids or proposals. The CONSULTANT shall:

- a. Provides a custom private interface to allow potential bidders to see only Minnesota State projects that are posted for bidding.
- b. Minnesota State will upload Project documents, in a mutually agreed upon format, to the system for soliciting potential bidder responses.
- c. The system shall visibly indicate a posting date and a due date for the bid solicitations.
- d. Construction documents and addenda shall be posted on the site upon submission.
- e. The system shall make documents accessible to potential bidders via electronic download.
- f. The system shall allow potential bidders to determine if their firm is interest in bidding the Project by allowing free preview of documents. The system shall also allow potential bidders and subcontractors to view the Plan Holders List and view the Project Bid Result, at no charge.
- g. The system shall collect data from each potential bidder and maintain a Plan Holders list. Data collected will be mutually agreed upon between Minnesota State and the vendor.
- h. The system shall notify via electronic mail all potential bidders on the Plan Holders list for the project, the availability of the addenda for that project at the time of the posting. Verification will be sent via electronic mail to Minnesota State Administrator that an addendum has been

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posted.

- i. Minnesota State will submit information needed for the issuance of Addenda. The system shall provide real time electronic addenda notification to all Plan Holders.
- j. If the addenda includes a change to the bid opening date, the system shall prominently display the new due date.
- k. Only Plan Holders who are qualified and/or have downloaded project documents, including all addenda will be allowed to submit bids.
- l. Bid submittal process shall be totally secure so no one is able to access any responders bidding information prior to the bid opening time.
- m. The system will clearly identify closed bids as awarded Project Bidding results for a minimum of ninety days after award.
- n. The system shall have adequate bandwidth to support the download or upload of large plan sets.
- o. The vendor must provide telephone support for users during normal business hours. Customers shall have the capability of reporting problems during non-business hours using e-mail or voice mail.
- p. The system shall provide customers the capability of accessing on-line help assistance.
- q. Documentation shall provide customers the capability of downloading and/or printing all sections (chapter, pages, etc.) of the on-line documentation.
- r. Users or customers of the system should be able to learn to complete basic functions of the system without training within one hour of logging onto the system for the first time. If not, the vendor shall provide on-site or web-x training to customers in order to become familiar with the basic functions of the system.
- s. The program will store bid data and create and post bid tabulations and maintain an archive of all past bid results.
- t. Project Bid results shall be posted on the website and maintained for a minimum of 90 days.
- u. Operate and maintain the System and satisfy all requirements of the contract for duration of the contract.

III. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by the CONSULTANT pursuant to this contract shall be paid by Minnesota State as follows:
 - i. Compensation of **TBD**
 - ii. The **total obligation** of Minnesota State for all compensation and reimbursement to the CONTRACTOR shall not exceed **TBD**

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b. Terms of Payment.

- i. Payment for customizations or additional scope, if requested by Minnesota State, that are outside the scope of this contract shall be made by Minnesota State promptly after the CONSULTANT'S presentation of invoices for services performed and acceptance of such services by Minnesota State authorized representative. All services provided by the CONSULTANT pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONSULTANT shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONSULTANT according to the following schedule:

The invoice will be paid within 30 calendar days following the completion of all deliverables or receipt of payment invoice, whichever is later.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. Minnesota State authorized representative for the purpose of administration of this contract is:

Name: **[INSERT]**
Address: **[INSERT]**
Telephone: **[INSERT]**
E-Mail: **[INSERT]**

Such representative shall have final authority for acceptance of the CONSULTANT'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The CONSULTANT'S authorized representative for the purpose of administration of this contract is:

Name: **[INSERT]**
Address: **[INSERT]**
Telephone: **[INSERT]**
E-Mail: **[INSERT]**

V. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONSULTANT. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONSULTANT within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONSULTANT will be entitled to

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payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota 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.

- VI. **ASSIGNMENT.** The CONSULTANT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.
- VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION.** The CONSULTANT certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONSULTANT'S employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way Minnesota State obligation or responsibility.
- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONSULTANT or its employees individually or jointly with others, or any sub-CONSULTANTS shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of Minnesota State authorized representative.
- X. **MINNESOTA STATUTES §181.59.**
The CONSULTANT will comply with the provisions of Minnesota Statutes §181.59 which require:
Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the CONSULTANT agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no CONSULTANT, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no CONSULTANT, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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XI. DATA DISCLOSURE.

- a. As a condition of this contract, CONSULTANT is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONSULTANT to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent CONSULTANTS. Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent CONSULTANTS to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

XII. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONSULTANT and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONSULTANT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONSULTANT or Minnesota State. Minnesota State solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “Minnesota State data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONSULTANT has no and acquires no right, title, or interest, whether expressed or implied, in and to Minnesota State data.

a. Public Data Requests.

In the event the CONSULTANT receives a request to release the data referred to in this clause, the CONSULTANT must immediately notify Minnesota State. Minnesota State will give the CONSULTANT instructions concerning the release of the data to the requesting party before the data is released.

b. Not-Public Data.

The CONSULTANT acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONSULTANT is responsible for maintain the confidentiality, security, and protection of Minnesota State data related to the Contract. The CONSULTANT further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONSULTANT agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONSULTANT will use Minnesota State data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by Minnesota State. CONSULTANT will not

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access Minnesota State user accounts except to respond to service or technical problems or at Minnesota State's specific request. The CONSULTANT agrees that no Minnesota State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by Minnesota State contract administrator or delegate. CONSULTANT must ensure that any CONSULTANTS, subCONSULTANTS, agents and others to whom it provides Minnesota State data, agree in writing to be bound by the same restrictions and conditions under this Agreement that apply to CONSULTANT with respect to such data.

c. Security Incidents.

If CONSULTANT becomes aware of a privacy or security incident regarding any Minnesota State data, CONSULTANT will immediately report the event to Minnesota State and Minnesota State's Chief Information Security Officer. The decision to notify and the actual notifications to Minnesota State's data subjects affected by the security or privacy incident is the responsibility of Minnesota State. Notwithstanding anything to the contrary in this Contract, the CONSULTANT shall indemnify, hold harmless and defend Minnesota State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any Minnesota State data. CONSULTANT shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any Minnesota State data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONSULTANT has been breached. For purposes of this section, "not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

d. Security Program.

CONSULTANT must make all commercially reasonable efforts to protect and secure Minnesota State data related to this Contract. CONSULTANT will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). CONSULTANT'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"). These measures will be extended by contract to all subCONSULTANTS used by Minnesota State. For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

CONSULTANT will make its Policy available to Minnesota State on a confidential, need-to-know basis, along with other related information reasonably requested by Minnesota State regarding CONSULTANT's security practices and policies. Unless inconsistent with applicable laws, CONSULTANT and Minnesota 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 Minnesota Statutes §13.37.

e. Secure Coding.

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All source code will be scanned for vulnerabilities when changes are made and all medium, high, and critical vulnerabilities remediated and scanned again before being placed in to production. CONSULTANT must follow best practices for application code review and the OWASP top 10.

f. Data Transmission.

CONSULTANT agrees that any and all electronic transmission or exchange of system and application data with Minnesota State and/or any other parties expressly designated Minnesota State shall take place a secure connection protocol (using HTTPS or SFTP or equivalent).

g. Security Audits & Remediation.

CONSULTANT will audit the security of the systems and processes used to provide the Service, including those of any data centers or third parties used by CONSULTANT to provide the Service. 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”) 27001/27002, or FedRAMP; (3) will be performed by third party security professionals at CONSULTANT’S election and expense; (4) will result in the generation of an audit report (“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; and (5) may be performed for other purposes in addition to satisfying this section. Upon the Minnesota State’s reasonable, advance written request, CONSULTANT will provide to the Minnesota State a copy of the Audit Report. CONSULTANT will make best efforts to remediate any control deficiencies identified in the Audit Report in a commercially reasonable timeframe. If the Minnesota State becomes aware of any other CONSULTANT controls that do not substantially meet the Minnesota State’s requirements, the Minnesota State may request remediation from CONSULTANT. CONSULTANT will make best efforts to remediate any control deficiencies identified by the Minnesota State or known by CONSULTANT, in a commercially reasonable timeframe.

h. End of Agreement Data Handling.

All Minnesota State data shall be remitted, in a mutually agreeable format and media, to Minnesota State by the CONSULTANT upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if Minnesota State’s Chief Information Security Officer or delegate authorizes in writing the CONSULTANT to sanitize and/or destroy the data and the CONSULTANT certifies in writing the sanitization and/or destruction of the data. Ninety days following any remittance of Minnesota State data to Minnesota State, CONSULTANT shall, unless otherwise instructed by Minnesota State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONSULTANT’S sole cost and expense.

XIII. INTELLECTUAL PROPERTY

The CONSULTANT represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONSULTANT shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the CONSULTANT’S expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONSULTANT shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and

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damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONSULTANT'S or Minnesota State opinion is likely to arise, the CONSULTANT shall, at Minnesota State discretion, either procure for Minnesota State the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONSULTANT hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XVI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONSULTANT relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
- XIX. **INSURANCE.** At the time that a CONSULTANT is selected for project work, it shall have in effect insurance as specified below, which shall be reflected in Certificates of Insurance to be provided to the System Office before the contract for the project work is executed.
- a. **Workers' Compensation Insurance:** Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, CONSULTANT will require the sub-consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, 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 Minnesota Statute 176.041 exempts CONSULTANT from Workers' Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements.

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

- b. **Commercial General Liability Insurance:** CONSULTANT 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 CONSULTANT or by a sub-consultant or by anyone directly or indirectly employed by the CONSULTANT under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – 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 _____

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law

- c. **Commercial Automobile Liability Insurance:** CONSULTANT 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 CONSULTANT will require the sub-consultant to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- d. **Professional Liability Insurance:** The CONSULTANT shall maintain professional liability insurance covering negligent acts, errors or omissions, arising out of performance of, or the failure to perform, any services included in this contract. Additionally, the CONSULTANT shall require its consultants and their sub-consultants, if any, to maintain applicable professional liability insurance. Unless otherwise specified, the minimum amounts for such insurance shall be as follows:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and CONSULTANT 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 CONSULTANT to fulfill this requirement.

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e. **Additional Insurance Conditions:**

- CONSULTANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of CONSULTANT's performance under this contract;
 - If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify Minnesota State in accordance with the policy provisions with a copy of the cancellation notice, unless CONSULTANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advanced written notice to Minnesota State in accordance with the policy provisions;
 - CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;
 - If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;
 - CONSULTANT's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;
 - CONSULTANT 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 of Minnesota; and
 - An Umbrella or Excess Liability insurance policy may be used to supplement the CONSULTANT's policy limits to satisfy the full policy limits required by the Contract.
- f. MINNESOTA STATE System Office reserves the right to immediately terminate the contract if the CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the CONSULTANT. All insurance policies must be available for inspection by the MINNESOTA STATE System Office and copies of policies must be submitted to the MINNESOTA STATE System Office's authorized representative upon written request.

Paragraph 21 of this Contract establishes minimum insurance requirements. It is the sole responsibility of the CONSULTANT to determine the need for, and to procure, additional insurance that may be needed in connection with this Contract and any Purchase Order associated with it for any specific Project performed by the CONSULTANT.

- XX. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

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XXI. OTHER PROVISIONS.

[The following documents comprise the Agreement:

- a. *Minnesota State Hosting Services Contract*
- b. *The terms and conditions contained in the Request for Qualifications (RFQ), dated _____, all addenda (list numbers) to the RFQ,*
- c. *the CONSULTANT's response dated _____.*

To the extent of any conflict between the terms of this Agreement and the above-referenced agreements between the Owner and the CONSULTANT, the interpretation most favorable to the Owner shall control.]

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. CONSULTANT: *[INSERT NAME OF VENDOR]:*

CONSULTANT certifies that the appropriate person(s) have executed the contract on behalf of CONSULTANT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE: *SYSTEM OFFICE*

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Date

3. MINNESOTA STATE *SYSTEM OFFICE*

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION: *SYSTEM OFFICE*

By (authorized signature and printed name)
Title
Date