



## REQUEST FOR PROPOSALS

**Minnesota Board of Law Examiners, Board of Continuing Legal Education, Board of Legal Certification, and Lawyer Registration Office**

**Managed IT Services: Maintenance, Monitoring, Security, Technical Support, Data Backup and Recovery**

### I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota, through the Minnesota Board of Law Examiners, Minnesota Board of Continuing Legal Education, Minnesota Board of Legal Certification, and Lawyer Registration Office (collectively, the “Boards”), is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for the Boards’ managed IT services and to provide the on-site and remote maintenance, support, monitoring, security, and backup of the Boards’ network, servers, workstations, applications, and devices. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the services described in this document.
- B. **Right to Cancel.** The Boards are not obligated to respond to any proposal submitted, nor are they legally bound in any manner whatsoever by the submission of a proposal. The Boards reserve the right to cancel or withdraw the request for proposals at any time if it is considered to be in their best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the Boards shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The Boards also reserve the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

### II. PROJECT OVERVIEW

- A. **Minnesota Supreme Court Boards.** The Minnesota Supreme Court, in addition to its other functions and responsibilities, regulates the processes by which lawyers become licensed to practice law in Minnesota, maintain those licenses, and obtain specialty certifications from certifying agencies. The Court created the Boards to oversee those regulatory functions pursuant to the rules it has implemented for each. The Boards share office space and are served by the same staff, director, network, and servers.

- B. Minnesota Board of Law Examiners.** The Board of Law Examiners (BLE) licenses attorneys to the practice of law in Minnesota. The BLE is responsible for administering the February and July Minnesota bar examinations and performing character and fitness investigations of bar applicants. The BLE receives over 1,200 applications for licensure per year and has an estimated budget in fiscal year 2025 of approximately \$2.4 million.
- C. Minnesota Board of Continuing Legal Education and Lawyer Registration Office.** The Board of Continuing Legal Education (CLE) administers Minnesota lawyers' compliance with continuing legal education requirements and reviews and accredits continuing legal education courses. The CLE Office reviews over 17,000 courses per year and provides oversight over Minnesota lawyers' three-year CLE reporting obligations. The CLE Board also oversees the Lawyer Registration Office (LRO), which is responsible for processing the annual registration statements and fees of all lawyers and maintaining a database of Minnesota-licensed attorneys. Together, CLE and LRO have an estimated budget in fiscal year 2025 of approximately \$810,000.
- D. Minnesota Board of Legal Certification.** The Board of Legal Certification (BLC) accredits agencies to certify lawyers as specialists in defined areas of law. The BLC provides oversight of six agencies certifying lawyers in 12 specialty areas and has an estimated budget in fiscal year 2025 of approximately \$38,000.

**E. Background.**

Services Provided by Other Vendors. This RFP provides an overview of the Boards' technical systems which, for full context, includes reference to aspects of those systems that are supported by other vendors of the Boards. For clarity, the Boards have other vendors who provide: 1) website hosting; 2) website design and support; 3) software application development and support; and 4) penetration testing or other advanced vulnerability scanning. Provision of those services is outside the scope of this RFP. However, the vendor who is selected will likely serve as a point of contact for other vendors on technical issues, need to adjust network configurations to enable or assist the work of other vendors, need to assist in troubleshooting to identify whether it is the network or an application that is the source of an error, and otherwise need to coordinate with other vendors to ensure the continuous and smooth operation of the Boards' technical systems.

MBCLE Network. The MBCLE Network currently includes the Boards' thirty-seven (37) workstations and laptops, VMWare Infrastructure, and three (3) physical and sixteen (16) virtual machine servers which include the Boards' Local Area Network (LAN), Storage Area Network (SAN), SQL server, Web servers, primary domain controller, and backup domain controller, primary and HA firewall. The Boards' servers are hosted at a secure MN.IT facility. For purposes of this RFP, all references to maintenance and technical support of the MBCLE Network shall broadly encompass the foregoing devices and servers as well as the commercial products (operating systems, drivers, runtimes, security

software, MS Office 365, Adobe, scanning software, etc.) and ancillary equipment (workstation printers, scanners, external drives, etc.) that operate on or support the network devices and servers themselves.

Websites. The Boards operate and maintain five (5) externally-hosted WordPress websites containing public information regarding their offices and functions. The websites are [www.ble.mn.gov](http://www.ble.mn.gov), [www.cle.mn.gov](http://www.cle.mn.gov), [www.lro.mn.gov](http://www.lro.mn.gov), [www.blc.mn.gov](http://www.blc.mn.gov), and [www.lawyerregulation.mn.gov](http://www.lawyerregulation.mn.gov). The lawyer regulation website is an umbrella site that contains links to the other four sites as well as to two other boards of the Minnesota Supreme Court.

Custom Applications. The Boards have many custom-developed applications (“Custom Applications”) that are used to perform and support the office’s functions and need recurring maintenance, support, and enhancements by the Boards’ software development vendor(s). The Custom Applications are mission-critical line-of-business applications that the Boards’ staff use to run the day-to-day operations of the office and the web portals are all available 24x7. All of the Custom Applications and their databases are hosted on the MCBLE Network.

The Applications include:

1. Applicant Information System (AIS)

The Applicant Information System (AIS) is the primary application used in the BLE office. AIS tracks all of the information, workflow, and process related to the BLE operations. This includes applicants, applications, character & fitness investigations, bar exam results, etc.

AIS is a custom-developed application written in VB.NET with a SQL Server backend. It integrates with document scanners to digitize any paper submissions.

2. Online Bar Application

The Online Bar Application (OBA) is a web application through which applicants fill out the bar application, attach relevant documents, pay application fees, and submit applications. The application integrates with the US Bank online payment system for online payments and integrates with AIS for the submission process.

OBA is a custom-developed web application written in C# and ASP.NET with a SQL Server backend and is hosted on a DMZ Web Server in the MBCLE data center.

3. Applicant Portal

The Applicant Portal is a web application that facilitates communication and interaction between bar applicants and BLE staff. BLE staff can post requests and exchange messages with applicants, and applicants can upload documents.

The Applicant Portal is a custom-developed web application written in C# and ASP.NET with a SQL Server backend. It is hosted on a DMZ Web Server in the MBCLE data center and communicates in real time to the AIS application database.

4. Pro Hac Vice Application

The Pro Hac Vice Application is a web application where out-of-state lawyers can fill out an application for pro hac vice admission on a Minnesota case, attach relevant documents, pay application fees, and submit applications. The application integrates with the US Bank online payment system for online payments. It has a standalone database and staff use Microsoft Access to review submissions.

The Pro Hac Vice Application is a custom-developed web application written in C# and ASP.NET with a SQL Server backend and is hosted on a DMZ Web Server in the MBCLE data center.

5. CLEO

CLEO is the primary application used by staff in the CLE office. CLEO tracks the education compliance of attorneys, course applications for sponsors, and payments from both. The system integrates with document scanners to digitize any paper submissions and is the primary desktop application used by CLE staff.

CLEO is a custom-developed application written in C# with a SQL Server backend.

6. Minnesota Attorney Registration System (MARS)

MARS is a WinForms desktop application and is the primary application used by staff in the Lawyer Registration Office. The MARS application manages attorney registration statements, lawyer data (name, address, license status, etc.), and payments for attorney registration. MARS also provides lawyer data to various court units and applications through Integration Broker.

MARS is a custom-developed application written in C# with a SQL Server backend.

7. Online Attorney and Sponsor Integrated System (OASIS)

OASIS is a web application that allows attorneys to track their CLE course attendance, file their CLE compliance affidavit, submit their annual LRO registration statement, and pay fees online. The application integrates with the US Bank online payment system for online payments.

OASIS is a custom-developed web application written in C# and ASP.NET with a SQL Server backend. It is hosted on a DMZ Web Server in the MBCLE data center and integrates directly with CLEO and MARS for real-time integration.

8. OASIS Partner Portal

The OASIS Partner Portal is part of the OASIS web application that allows authorized Judicial Branch staff to log in and see limited information about attorneys, fed directly from the Minnesota Attorney Registration System (MARS).

9. OASIS Sponsor Portal (Sponsor OASIS)

The OASIS Sponsor Portal is a web application that allows course sponsors to submit course applications online and to pay fees online. The portal integrates with the US Bank online payment system for online payments.

The OASIS Sponsor Portal is a custom-developed web application written in VB.NET and ASP.NET with a SQL Server backend. It is hosted on a DMZ Web Server in the MBCLE data center and integrates directly with CLEO for real-time integration.

10. Successor Applications

The Boards may approve projects for the modification of these applications or the development of new applications in a manner that replaces, modifies, combines, or supplements the foregoing applications.

### **III. PROJECT GOAL**

The purpose of this RFP is to procure a managed IT services vendor to monitor the MBCLE Network, perform routine maintenance and support, troubleshoot and repair technical issues that arise, apply updates and patches, install and configure hardware and software, backup the Boards' data, and perform any other IT services necessary to keep the MBCLE Network in satisfactory operating condition. The Boards do not utilize the Judicial Branch's IT Department for these services and do not have IT personnel on staff. IT services are provided by a series of vendors operating under the direction of the Boards' Technology Administrator and management.

This RFP will select a primary IT vendor for the Boards, to provide general IT services—akin to an IT department and not including services that are provided by one of the Boards' specialized vendors—for a three-year period beginning July 1, 2024, assuming satisfactory vendor performance and subject to the Boards' cancellation rights set forth in Section 1.b of the sample contract attached as Appendix III.

As previously noted, software development services, including any updates to, changes to, or new Custom Applications, are not within the scope of this RFP. However, one of the principal functions of the MBCLE Network is to provide a stable environment in which to host and operate the mission-critical Custom Applications, and the network must be maintained and configured in a manner that promotes their continued functionality. Similarly, development and hosting of the Boards' websites are outside the scope of this RFP, although Vendor will be requested to assist with SSL certificate renewals and submit DNS change requests through MN.IT.

The RFP vendor will be required to work collaboratively with the Boards' software development vendor(s), website vendor(s), cybersecurity vendor(s), IT consultant(s), and state government IT department(s) to ensure that information is provided and systems are configured in a manner that promotes those entities' performance of services for the Boards and the continuous functionality of the Boards' various technical systems.

While it is anticipated that some services will be provided remotely, such as network monitoring, the vendor will also be required to perform maintenance and support services on-site at the Boards' office in Saint Paul, Minnesota. A workspace will be provided, but the vendor must provide their own laptop and no travel expenses will be paid by the Boards. It is anticipated that the vendor will designate an individual or very small team to become familiar with the Boards' systems and that the individual or a member of the team will work on-site at the Boards' office one day per week or every other week to perform routine maintenance and troubleshoot technical issues identified by the Boards' staff.

The Boards are interested in obtaining the requested services in a cost-effective manner that provides the best value to the Boards, and recognize that various pricing models could be employed, including time and materials billing, monthly pricing for specific services, managed services packages, or some combination thereof. If a vendor's services pursuant to this RFP could be provided pursuant to two or more alternative pricing models, vendors are strongly encouraged to present all such options in their proposal so that the Boards may evaluate which option, not just which vendor, may best meet its current and anticipated need for IT services.

The Boards, at their option and in their discretion after review and evaluation of the submitted proposals, may seek to contract with one vendor to provide all required services, or vendors for certain services separately, or seek services outside of this RFP process consistent with the Boards' best interests.

#### **IV. PROJECT DELIVERABLES**

##### Maintenance and Support.

Vendor will perform routine maintenance of the MBCLE Network and its PCs, laptops, tablets, other devices, servers, VPN, and software, including support, repairs, troubleshooting issues, upgrades, installation of regular software updates for MS



Windows and Office 365, installation of service packs and updates provided by Microsoft, and updates to the VPN, firewalls, and security software.

Vendor will provide recommendations to the Boards related to its current hardware and software (except the Custom Applications) and install, configure, and support any new hardware or software approved or purchased by the Boards pursuant to state procurement policies. Vendor will manage and monitor the Boards' software licenses, notify the Boards of expiring licenses or the need for new licenses, and if requested, assist the Boards with the acquisition of new licenses or renewals. The Boards will bear the cost of purchasing the licenses pursuant to state procurement policies, whether through Vendor or another source. Vendor will also perform SSL certificate renewals for the Boards' websites and make any necessary DNS change requests through MN.IT.

Vendor will provide recommendations to the Boards on a timely basis related to deficiencies or areas for improvement identified in performing its monitoring or other duties and, with the Boards' approval, correct the deficiencies or implement the improvements.

Vendor will provide technical information to the Boards' software development vendor(s), website vendor(s), cybersecurity vendor(s), IT consultant(s), and state government IT department(s), and configure the MBCLE Network or make changes necessary to permit those vendors to perform their services to the Boards. Vendor personnel may be designated the Boards' primary point of contact regarding inquiries of a technical nature.

#### Network Security.

Vendor will provide, install, configure, and monitor firewalls and applications and/or services to provide protection against intrusions, viruses, spyware, malware, ransomware, and spam/phishing emails. The Boards may be interested in adding a web application firewall to the MBCLE Network (in addition to primary and HA firewalls) and request that Vendor include that option in its proposal. Vendor will use best efforts to prevent any intrusions, infections, or other security threats to the MBCLE Network using industry standard practices, monitor the MBCLE Network for any security issues, promptly advise the Boards of any known security breach or concern, and coordinate with the Boards to promptly resolve any security issues. Vendor will maintain the MBCLE Network's security configuration and the data centers for the Boards' Custom Applications in a manner that prevents unauthorized access and intrusions, but still permits external users' use of the web portals, VPN access by staff, and the MARS application's dissemination of data through Integration Broker to other court units.

#### Network Monitoring.

Vendor will conduct routine monitoring of the MBCLE Network to assess its functionality and stability (including uptime, resource usage, and availability), identify deficiencies or areas for improvements, identify available updates, upgrades, patches, and service packs, provide monitoring reports to the Boards periodically and as needed, and

provide real-time alerts to the Boards regarding network problems, outages, and security threats.

#### Troubleshooting and Technical Support.

Vendor will provide on-site, on-call, and remote technical support services as requested by the Boards to resolve technical issues and keep the MBCLE Network in satisfactory operating condition.

Vendor will provide a help line, ticket system, staff contact, or other mechanism for the Boards' staff to reach live Vendor personnel with support requests during weekday business hours. Through the same or a similar system, Vendor will provide a mechanism for the Boards to submit support requests outside of business hours, which will notify live on-call Vendor personnel.

Subject to more specific details identified in Vendor's proposal regarding response time and pricing, including the possibility of a tiered response system, Vendor will generally have qualified personnel working to resolve any issue identified by the Boards as critical—including but not limited to a complete or near-complete network failure—within minutes or hours, but may schedule minor issues to be resolved within several days and/or as part of the next routine maintenance session. If service varies by day or time, any proposed definition of "business hours" must *at minimum* include the non-holiday weekday hours of 9:00 am – 4:00 pm (the Boards' office hours are 8:00 am – 4:30 pm). Support must be available 24x7.

#### Data Backup and Disaster Recovery.

Vendor will provide a comprehensive automated data backup and disaster recovery system to backup and preserve the data on the MBCLE Network and the Boards' Microsoft 365 cloud data.

The Boards' current system includes an on-site Datto Network Attached Storage (NAS) unit with 6TB capacity; incremental NAS backups as frequently as multiple times per hour; a NAS storage protocol that includes at least one year of monthly backups and shorter retention of weekly, daily, and intra-day backups; secure Datto cloud storage at data centers located in the continental United States; an off-site storage protocol similar to the NAS storage protocol; double encryption of data prior to its transmission to the remote storage centers using SSL and bandwidth throttling; daily data integrity verification tests and monthly recovery tests; day-to-day restoration of files for minor data loss; catastrophe restoration and recovery services as needed; litigation hold services and point-in-time copies of data available upon request; and configuration and maintenance of the necessary hardware and software to ensure that the system remains in satisfactory operating condition on a continuous basis.

The Boards' Microsoft 365 cloud data is currently being backed up via Datto's Backupify service, which is configured and maintained to create three daily point-in-time automatic backups of that data, with any recovery services provided on an as-needed hourly basis. Absent new and compelling information, the Boards have a strong preference in



continuing to use Backupify for this purpose. It is anticipated that Vendor would secure from Datto and manage for the Boards any necessary Backupify licensing, accounts, configurations, monitoring, reporting, or other steps that are required to ensure that the service remains in satisfactory operating condition on a continuous basis. Vendor may consider the licensing/subscription cost of the Backupify service itself as a pass-through cost to the Boards and exclude it from its proposal. Vendor *should* include in its proposal any rates, costs, or fees associated with maintaining the service (or if it is included as part of a monthly service package or other services, so designate) and any as-needed recovery services.

Vendor's proposed data backup and recovery system need not utilize the same methodology as the Boards' current system described above, but must include the functionality to provide frequent, secure, and redundant backups of the Boards' confidential data and meet the minimum requirements set forth in Section V.B.3.f. below.

#### Data Security and Cloud Services

The Boards' files contain various types of confidential information and, for any technical services proposed by Vendor, the Boards are keenly interested in the manner and circumstances in which any of the Boards' data leaves the Boards' network, as well as how that data is processed and handled by Vendor or any third-party provider after it does. For both the data backup and recovery service proposed by Vendor and any other cloud-based services being proposed by Vendor, Vendor must provide specific details regarding the data security features of such services, including but not limited to encryption methods, transfer protocols, and other data security or regulatory standards with which such services may comply. Services that have FedRAMP or StateRAMP approval, can be configured to be HIPAA compliant, or have similar formalized and objective metrics by which to assess their enhanced level of data security may be evaluated more favorably than services which do not. To the extent that a more secure service option may involve trade-offs in features or cost, Vendor is welcome to submit the details regarding multiple service options to be considered by the Boards in the alternative. Vendor need not provide cloud data security details regarding Office 365 or the Datto services which the Boards are already using. Final approval of any cloud-based services may be subject to secondary approvals and/or additional requirements from the Court's IT, cybersecurity, and/or legal departments.

#### Miscellaneous IT Services.

To the extent that the Boards require miscellaneous, unanticipated, or additional technical services not specifically identified in this proposal, not within the expertise of the Boards' staff or scope of the Boards' contracts with another vendor, and within Vendor's expertise, Vendor and the Boards may agree that Vendor will provide the services pursuant to the contract resulting from this RFP, on the same legal and pricing terms.

## V. SUBMISSION REQUIREMENTS.

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

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section 11 of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.
2. **Affirmative Action Certification and Equal Pay Declarations Page.** Vendor must complete the Workforce and Equal Pay Declarations page (see Appendix I) and include it with its RFP response. (Also available at this [LINK](#))
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
4. **Contract Terms – acknowledgment of a and b.** The State's proposed contract template is set forth in Appendix III (contract). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
  - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendix III. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
  - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and

conditions and contract language with the highest evaluated Vendor during contract negotiation.

- c. The Boards shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The Boards will determine any changes to the standard terms and conditions and/or contract.

5. **Evidence of Financial Stability.** Vendor's response must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow. **Financial Stability-Related Trade Secret.** The Rules of Public Access to Records of the Minnesota Judicial Branch permit vendors to submit evidence of financial stability as trade secret information according to the following:

- a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
- b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
- c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial Branch, or known to or ascertainable by the Judicial Branch from third parties.

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

6. **Evidence of Security Measures.** Vendor's response must provide evidence of Vendor's security measures as an indicator of Vendor's ability to maintain the security of the Boards' confidential records. **Security Measures-Related Trade Secret.** The Rules of Public Access to Records of the Minnesota Judicial Branch permit vendors to submit evidence of security measures as trade secret information according to the following:

- a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
- b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"
- c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the Judicial Branch, or known to or ascertainable by the Judicial Branch from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

**B. Project-Related Submission Requirements: Each response must include the following or it may be excluded from moving through to the next phase of response evaluation:**

1. A cover sheet including Vendor's contact information, email address, business address, and phone numbers. Your proposal must be signed by, in the case of an individual, that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on the cover sheet;
2. An overview that reflects Vendor's understanding of the efforts described in this Request for Proposals and the project deliverables;
3. A detailed explanation of how Vendor proposes to meet the objectives and requirements set forth above, including descriptions of the methodology that will be used, examples of the deliverables that will be produced, the manner in which support requests will be handled (including any variation based on timing or urgency), and reference to any Vendor-provided hardware or software to be used in providing the services. Vendor's proposal should comprehensively address the objectives and requirements

set forth above but must, at minimum, include services/solutions that meet the following basic requirements:

- a. A qualified and experienced individual on-site at the Boards' office 4-8 hours per week or every other week, as requested by the Boards, to provide scheduled or routine maintenance or technical support;
- b. A plan or process by which Vendor checks for and schedules updates and patches in a manner and on a timeline that comports with industry standards;
- c. A plan or process by which Vendor monitors the Boards' software licenses and SSL certificates to ensure that any required licenses or renewals are timely obtained by the Boards or Vendor;
- d. A security proposal that includes a list of the specific hardware, software, and/or services that will provide primary and HA firewalls (and the option for a web application firewall) for the MBCLE Network and protection against intrusions, viruses, spyware, malware, ransomware, and spam/phishing emails;
- e. Mechanism(s) for the Boards to request technical support and a detailed description of Vendor's communication response time(s); support response time(s) for intermediate requests (non-critical but present need precludes scheduling as weekly maintenance), which shall be no greater than one business day; and support response time(s) for critical or urgent requests, which shall be no greater than two hours during normal business hours and shall include 24x7 support as requested;
- f. A data backup and recovery proposal that includes 6TB minimum capacity; utilizes cloud-based or other geographically distributed data centers in the continental United States; encrypts all locally-stored backup data, if any; utilizes multiple encryption and secure SSL/TLS transmission of any data transmitted over the internet; contains a method for data integrity verification; retains monthly backups for at least one year and includes a commercially reasonable off-site and/or local retention schedule for weekly, daily, and intra-day backups;
- g. A network monitoring proposal that includes periodic reports regarding network statistics and routine issues, real-time alerts regarding network problems, outages, and security threats, and a proposed process by which Vendor will be notified and may, with the Boards' prior consent, begin immediately resolving urgent security threats or significant network outages; and

- h. Vendor's expressed willingness to provide all Section IV Deliverables not otherwise addressed in this section, including those that are general in nature or will be provided on an as-needed basis.
- 4. Provide a not-to-exceed cost for all services that are fixed and known, and do not vary based on the support needs of the MBCLE Network. Examples may include continuous network monitoring and alerts, continuous network security services and alerts, automated data backups, etc. Such costs must be clear and definite but may be expressed as one-time costs, monthly or annual, flat-rate or per-device, etc. Such costs must include identification of the assumptions made and the rationale used to prepare the estimate;
- 5. Provide hourly rate(s) and/or other defined rate(s) or price(s) for services whose usage and overall cost is not presently knowable and will vary based on the support needs of the MBCLE Network, such as routine maintenance, troubleshooting server outages, performing data recovery, updating, installing, and configuring hardware and software, etc. Vendor may propose time and materials billing of all services under this Section (V.B.5), may propose to include some services in a flat-rate or subscription-type managed services package, or some combination thereof, or may propose a series of alternative pricing options from which the Boards may select. If any flat-rate or subscription-type managed services package is proposed by Vendor, the terms and scope of service coverage for such package must be clearly defined in its proposal. Vendor must provide hourly rate(s) for time and materials billing of, at minimum, any services not covered by the package and the Miscellaneous IT Services described in Section IV. If hourly rate(s) and/or other rate(s) or price(s) vary based on response time, business hours, type of service or personnel providing it, or any other factor, all such information and conditions must be clearly set forth in Vendor's proposal. Any proposal that includes variable hourly rates based on the title or role of assigned personnel must include detailed information about the specific services and overall proportion of services that Vendor proposes to be assigned to each. Similarly, any proposal that includes increased hourly rates upon escalation to more senior or specialized personnel must describe in detail the circumstances under which this would occur and typical frequency of such events. Vendor's proposal must comprehensively include defined pricing for all services that may be provided pursuant to its proposal;
- 6. Detailed information regarding the credentials and experience of the personnel Vendor contemplates assigning to provide the services, specifically including the individual(s) who would be performing on-site network maintenance and technical support at the Boards' office;



7. A description of completed or ongoing similar engagements that demonstrate Vendor's experience and area of expertise, including Vendor's ability to provide the stated Deliverables;
8. At least three (3) client references with appropriate contact information that Vendor has performed work for in the past two (2) years and that can attest to Vendor's ability to complete work as stated;
9. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;
10. Appendix IV – Vendor Security Compliance Questionnaire

**C. Pricing, Risk of Loss**

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the Boards whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.
3. DO NOT INCLUDE sales tax in pricing. The Boards hold Direct Payment Permit 1114 and pay tax directly to the Department of Revenue.
4. The Boards are relieved of all risks of loss or damage to any equipment during periods of transportation, installation, and during the time the equipment is in possession of the Boards, unless and until such time as unencumbered title for the goods are vested in the Boards and the goods are in exclusive possession of the Boards. If Vendor's proposal includes the rental of equipment by the Boards, terms regarding loss or damage caused by the Boards or their employees or agents may be negotiated as part of the contracting process.

**VI. PROPOSAL EVALUATION.**

- A. The Boards will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section V, A & B.

- C. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the Boards. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
1. Vendor’s industry experience and previous experience in performing similar work;
  2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/methodology;
  3. Itemized cost estimate;
  4. Vendor’s product and/or service delivery methodology;
  5. Reliability of product or service;
  6. Closeness of fit with technical requirements;
  7. Financial stability of the organization; and
  8. Vendor’s past performance and client references.
- D. The Boards reserve the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- E. The Boards reserve the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the Boards may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary.
- F. The Boards may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the Boards.

## VII. SUBMISSION OF PROPOSALS.

### A. Proposal Timeline.

1. Posting Date on State MJB Website [MJB Court Public Website - Public Notice](https://www.ble.mn.gov/news/) and Boards' Websites (<https://www.ble.mn.gov/news/>; <https://cle.mn.gov/news/>; <https://lro.mn.gov/news/>):  
Wednesday, February 7, 2024.
2. Questions Due: Wednesday, February 21, 2024, 4:30 PM CST
3. Answers Posted: Friday, March 15, 2024
4. Proposal Submission Deadline: Monday, April 1, 2024, 4:30 PM CDT
5. Vendor conferences will be scheduled if needed.
6. Subsequent selection as soon thereafter as possible.

B. **Amendments.** Any amendments to this RFP will be posted on the State MJB Website [MJB Court Public Website - Public Notice](https://www.ble.mn.gov/news/) and Boards' Websites (<https://www.ble.mn.gov/news/>; <https://cle.mn.gov/news/>; <https://lro.mn.gov/news/>).

C. **Questions.** All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than Wednesday, February 21, 2024, 4:30 PM CST. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Kirsten Hedin  
Office Administrator – Finance and Technology  
Supreme Court Boards  
25 Dr. Rev. Martin Luther King Jr. Blvd., Suite 110  
St. Paul, MN 55155  
[khedin@mbcle.state.mn.us](mailto:khedin@mbcle.state.mn.us)

D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Boards' Websites (<https://www.ble.mn.gov/news/>; <https://cle.mn.gov/news/>; <https://lro.mn.gov/news/>) by the end of the day on Friday, March 15, 2024, and will be accessible to the public and other proposers.

E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted electronically no later than Monday, April 1, 2024, 4:30 PM CDT to:

Kirsten Hedin  
Office Administrator – Finance and Technology  
Supreme Court Boards  
25 Dr. Rev. Martin Luther King Jr. Blvd., Suite 110  
St. Paul, MN 55155  
[khedin@mbcle.state.mn.us](mailto:khedin@mbcle.state.mn.us)

The submission must be in a PDF format.

- F. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Monday, April 1, 2024, 4:30 PM CDT. Proposals will be opened the following business day and once opened become accessible to the public (except financial stability and securities measures information submitted as a trade secret in accordance with the instructions in Sections V(A)(5) & (6) of this RFP). With the exception of financial stability and securities measures information submitted as a trade secret in accordance with the instructions in Sections V(A)(5) & (6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation submitted with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.

APPENDIX I

# Workforce and Equal Pay Declaration Page

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

**Select one:**

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and/or \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and/or \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and/or \$1,000,000 ([Equal Pay Certificate](#))

**Select all that apply:**

**We are a Certificate holder:**

- Workforce Certificate under the name: \_\_\_\_\_
- Equal Pay Certificate under the name: \_\_\_\_\_

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

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

**We have not applied for one or both certificates:**

- Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate, and if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

**We are Exempt:**

- We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day in the last 12 months in Minnesota or the state in which we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.
- We believe our company is exempt because \_\_\_\_\_.  
The Minnesota Department of Human rights will review and determine if your company is exempt.

## Business Information

Vendor/Supplier ID Vendor Email

Business Name Name of Contracting Agency

Authorized Signature Name Title Date

Signature Email Phone

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

**APPENDIX II**

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

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
  
2. That the attached proposal submitted in response to the Minnesota Supreme Court Boards' February 2024 Managed IT Services Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
  
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
  
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

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

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

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



## APPENDIX III

# **DRAFT SAMPLE CONTRACT**

## **THIS IS NOT AN OFFER**

### **INFORMATION TECHNOLOGY MAINTENANCE, SUPPORT, SECURITY, MONITORING, BACKUP AND RECOVERY SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Minnesota, acting through the Board of Law Examiners, Board of Continuing Legal Education, Board of Legal Certification, and Lawyer Registration Office (collectively, "STATE"), Address: 25 Rev. Dr. Martin Luther King Jr. Blvd., Suite 110, St. Paul, MN 55155, and [VENDOR], an independent contractor, not an employee of the State of Minnesota, Address: [VENDOR ADDRESS] ("CONTRACTOR").

### **BACKGROUND AND RECITATIONS**

The Boards that comprise the STATE are served by the same staff, director, network, and servers and desire certain on-site and remote maintenance, support, monitoring, security, backup and recovery services for the Boards’ network, servers, workstations, applications, and devices. CONTRACTOR agrees to provide these services to the STATE pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises, and agreements contained herein, the STATE and CONTRACTOR agree as follows:

### **AGREEMENT**

#### **1. Term and Termination**

- a. **Effective Date.** This Agreement shall not be effective until approved as to form and execution by the State Court Administrator’s Legal Counsel Division and upon such approval the effective date shall be deemed to be July 1, 2024 (“**Effective Date**”).
- b. This contract shall remain in effect until June 30, 2027, unless cancelled or terminated herein.
  - i. **Termination by the State.** The State may terminate this Agreement without cause upon thirty (30) days’ written notice to CONTRACTOR, and in such event no penalty in any form shall be levied against the STATE of Minnesota or any agencies or employees thereof.
  - ii. **Insufficient funding.** The STATE may immediately cancel this contract if it does not obtain funding or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written notice to CONTRACTOR. The STATE will not be assessed any penalty if the contract is cancelled because of a

decision of the Minnesota Supreme Court, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

- c. **Duties Upon Termination.** The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Upon termination of this Agreement, CONTRACTOR will assist in the orderly termination of services including, upon request of the State, promptly providing to the STATE all records of the STATE related to the terminated Agreement that it has in its possession in all formats, or, at the request of the STATE, certifying to the STATE that CONTRACTOR has destroyed the same. It is understood that the STATE may desire services from CONTRACTOR to assist in the timely transfer of services to another service provider designated by the STATE, and such services may be obtained as provided herein.
- d. **Ongoing Obligations.** The provisions of sections 1.c. (Duties Upon Termination), 1.d (Ongoing Obligations), 4 (Consideration and Payment), 7 (Confidentiality, Disclosure and Use), 8 (Rights in and to Information, Inventions and Materials), 9 (Use of Marks; Endorsement; Publicity), 10 (Warranties; Indemnification), 11 (Insurance), 12 (Antitrust), 13 (Consent to Release of Certain Data), 14 (Relationship of the Parties), 15 (Notices), 17 (Audits), 18 (Non-waiver), 19 (Force Majeure), 20 (Assignment and Binding Effect), 21 (Amendments), 22 (Governing Law; Construction; Venue and Jurisdiction), 23 (Integration), and 24 (Execution in Counterparts) shall survive any termination of this Agreement, as shall any other provisions that by their nature would be expected or intended to survive such termination.

## 2. **Duties.**

*[CONTRACTOR duties will generally be to provide the services outlined in the Project Goal and Project Deliverables sections of STATE's RFP. Specific and detailed terms will be customized to fit the particulars of the agreed-upon hardware, software, staffing, and/or other mechanisms through which such the selected Vendor's services are to be provided.]*

## 3. **Time is of the Essence.** The parties agree that time is of the essence and CONTRACTOR shall comply with all of the time requirements described in this Agreement.

## 4. **Consideration and Payment.**

- a. **Consideration.** The STATE will compensate CONTRACTOR for the Services as follows:

*[Pricing structure and rates TBD based on Vendor Proposals]*

- b. **Overall Not-to-Exceed Amount.** The total obligation of the STATE under this Agreement shall not exceed \_\_\_\_\_ dollars and no/100 (US\$\_\_\_\_\_).
- c. **Invoicing.** CONTRACTOR shall invoice the STATE once each month for the services, if any, performed by CONTRACTOR under this Agreement during the preceding month. The invoice will identify the services performed and include the calculation of the amount due and will be provided to the STATE no later than the fifteenth day of the following month. The invoices shall include a reference to the purchase order/contract number assigned by State Finance.
- d. **Payment.** Payment shall be made by the STATE within thirty (30) days following receipt of properly submitted invoices for Services performed and accepted by the STATE. Any undisputed sum not paid by the STATE when due shall bear interest until paid at the rate provided by Minnesota law (which, as of the date of execution of this Agreement, is 1.5% per month).
- e. **Conditions of Payment.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR's duties set forth in Section 2 of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- f. **STATE's Authorized Representative.** The STATE's Authorized Representative for the purposes of administration of this contract is the Director of the Minnesota Board of Law Examiners, Board of Continuing Legal Education, Board of Legal Certification, and Lawyer Registration Office, or her successor in office. Such representative or their delegate shall have final authority for acceptance of CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section 4.c.
- g. **Taxes.** The STATE shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Services provided hereunder, if any, including, but not limited to, all sales, use, rental receipt, personal property, import and value-added or other taxes (but excluding taxes based solely upon CONTRACTOR's income). It is understood that the STATE is covered by Minnesota Direct Pay Permit Number 1114 issued July 1, 1995, and to the extent authorized in such permit, the STATE will be responsible for reporting the tax and remitting it to the Minnesota Department of Revenue, and CONTRACTOR shall not include any such tax in its invoices.

5. **Staffing.**

- a. **Conflict of Interest Screening.** Prior to assigning any individual to perform the Services hereunder, CONTRACTOR shall take reasonable steps to determine whether the individual (or his or her immediate family members) has an interest in any pending or threatened litigation or proceeding in any Minnesota state court, is a law student, is studying for the bar exam or intends to take the bar at any time within the next three (3) years, or is applying or intends to apply for attorney licensure in Minnesota or any other State within the next three (3) years. Such steps shall include, without limitation, requiring all individuals assigned to perform services hereunder to complete Part I&II of the Confidentiality and Disclosure of Interest Agreement set forth in **Appendix A** which is attached to and made a part of this contract. CONTRACTOR acknowledges that the STATE may immediately disqualify any such individual from performing the Services hereunder, and CONTRACTOR shall ensure that no such disqualified individual shall have any further access to the confidential information of the STATE. If CONTRACTOR becomes aware of any individual's interest (or that of his or her immediate family members) in any threatened or pending litigation or proceeding in a Minnesota state court, is a law student, is studying for the bar exam or intends to take the bar at any time within the next three (3) years, or is applying or intends to apply for attorney licensure in Minnesota or any other STATE within the next three (3) years, CONTRACTOR shall immediately notify the STATE of such interest. CONTRACTOR shall bear the cost of orienting all personnel replacements of CONTRACTOR.
- b. **Subcontractors.** In the event CONTRACTOR desires to engage a subcontractor to perform any of the Services hereunder, CONTRACTOR shall first obtain the prior written consent of the STATE, and CONTRACTOR, the STATE and such subcontractor shall enter into a confidentiality and participation agreement in the form approved by the Minnesota State Court Administrator's Office, Legal Counsel Division. It is understood that CONTRACTOR shall be responsible for CONTRACTOR's STATE approved subcontractor(s) following the terms of this contract, work order contract, or other associated agreement between CONTRACTOR and STATE, and that such subcontractor(s) may be required to execute additional agreements prior to performing work. If CONTRACTOR will use a previously STATE approved subcontractor(s) to perform work, CONTRACTOR must inform the STATE of its intent to, and provide an opportunity to object to the use of that subcontractor(s) to perform the work.
- c. **Facilities and Use; Conditions.** STATE agrees that CONTRACTOR may utilize certain items of the STATE's equipment and may gain access to certain STATE facilities including any necessary passwords. The STATE must grant authority for the CONTRACTOR to access the STATE's facility. Facility access may be denied for any reason at any time, however if access to facilities

is denied, the STATE understands that the CONTRACTOR may be unable to perform their duties adequately and if such a situation should exist, the performance of the CONTRACTOR may be delayed until such access is provided. Without limiting CONTRACTOR's responsibilities under any other section of this Agreement, to the extent that CONTRACTOR utilizes STATE provided on-site equipment and facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this Agreement, CONTRACTOR must comply with all policies of the STATE and the Minnesota Judicial Branch as they relate to the acceptable use or operation of STATE equipment and facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and on Drug Free Workplace as the same may be amended and replaced from time to time. The STATE shall promptly make all such policies available to CONTRACTOR at CONTRACTOR's request.

**d. Code of Conduct.** CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's employees or STATE-approved subcontractors. The CONTRACTOR assumes the responsibility of informing all employees/subcontractors of the code of conduct under this Agreement:

- i. Expectation to conduct business responsibly, with integrity, ethics, and transparency, including treating employees in a manner that is dignified and respectful, and treating the constituents of the STATE in a socially and environmentally responsible manner.
- ii. Comply with applicable laws and regulations.
- iii. Comply with Minnesota Judicial Branch Policies:
  - (A) 300 (p) Drug Free Workplace Policy
  - (B) 323 Appropriate Use of Data and Records
  - (C) Individual employees/subcontractors of CONTRACTOR sign confidentiality agreement contained in Appendix A or a subcontractor agreement made pursuant to Section 5.b
- iv. Compete fairly and ethically for the STATE.
- v. Honor all contractual commitments and obligations.
- vi. Refrain from inappropriate use of the internet, personal email or social media during billed time to the STATE.

**6. Nonexclusive Agreement.** This Agreement is not exclusive and it shall not require that the STATE obtain any of the Services from CONTRACTOR. The STATE may also obtain similar services and related products from any other vendor.

7. **Confidentiality; Disclosure and Use.**

- a. **Responsibilities of CONTRACTOR.** CONTRACTOR shall not disclose to any third party any information that is both: (A) made available by the STATE or its agents to CONTRACTOR in order to perform hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract) or copies thereof that are created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch, Rules on Lawyers Professional Responsibility, Rules of the Minnesota State Board of Continuing Legal Education, Rules for Admission to the Bar, Rules of the Minnesota State Board of Legal Certification, and Rules of the Supreme Court for Registration of Attorneys, promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released. Without limiting the foregoing, CONTRACTOR shall take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of the information and to satisfy CONTRACTOR's obligations under this Agreement, including, without limitation, advising its employees and permitted subcontractors who are permitted access to any of the information referred to in this Clause of the restrictions upon duplication, disclosure and use contained in this Agreement. Prior to assigning any individual to perform services under this contract, CONTRACTOR shall require such individual to complete confidentiality and disclosure of interest agreements contained in **Appendix A** or made pursuant to Section 5.b.
- b. **State Programs, Databases, Marks.** Without limiting paragraph A, above, CONTRACTOR agrees to the following.
  - i. **State Programs.** The computer application programs (including without limitation those for web sites, web portals, AIS, MBCLE, MARS, CLEO, and OASIS software, and all modifications, fixes, enhancements, and updates thereto) made available by the STATE to CONTRACTOR or developed by CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract) are referred to herein as "State Programs." The STATE is the copyright owner of the State Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the State Programs, and all analysis and design specifications, programming specifications, source code,



algorithms, and information contained in technical reference manuals pertaining to the State Programs, are trade secret information of the STATE. The computer operating systems software programs and other third-party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract), are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. In addition, CONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third party software.

- ii. **State Databases.** The computer databases (including without limitation those for web sites, web portals, AIS, the Online Bar Application, the Pro Hac Vice Application, MBCLE, MARS, CLEO, and OASIS software, and all modifications, fixes, enhancements, and updates thereto) made available by the STATE to CONTRACTOR or developed by CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract) are referred to herein as "State Databases." The STATE is the copyright owner of the STATE Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the STATE Databases and to their structure, sequence and organization are trade secret information of the STATE. All information contained within the STATE Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. Without limiting any of the foregoing, CONTRACTOR understands and agrees that to the extent that any records made available by the STATE to CONTRACTOR hereunder are publicly-accessible, the STATE retains all rights it possesses in and to such records and CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR's compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from the STATE on the same terms and via the same means and to the same extent as other members of the public.
- iii. **Marks.** The STATE claims that the marks "AIS", "MARS," "MBCLE System," "OASIS," "Applicant Portal," "Online Bar Application," "Pro Hac Vice Application," and "CLEO" are trademarks and service

marks of the STATE or other agencies of the State of Minnesota. CONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or tradename owned or used by the STATE or other agencies of the State of Minnesota.

- iv. Restrictions on Duplication, Disclosure and Use.** CONTRACTOR will not, except as required in the performance of its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract), copy any part of the STATE Programs or STATE Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the STATE, or use any trademark, service mark, or tradename of the STATE or other agencies of the State of Minnesota, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of the State" means any information or compilation of information possessed by the STATE, or copies thereof developed by CONTRACTOR in the performance of its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract), which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of the State" does not, however, include information which was known to CONTRACTOR prior to CONTRACTOR's receipt thereof, either directly or indirectly, from the STATE (either before or after the effective date hereof), information which is independently developed by CONTRACTOR without reference to or use of information received from the STATE (either before or after the effective date hereof), or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for CONTRACTOR to disclose any information received from the STATE pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the STATE immediately upon receipt by CONTRACTOR of notice of the issuance of such an order.
- v. Proprietary Notices.** CONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the STATE Programs, STATE Databases, or trade secret information of the STATE of the restrictions upon duplication, disclosure and use contained in this Agreement. Without limiting the foregoing, CONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the STATE Programs, the STATE Databases, or trade secret information of the STATE, or any

part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to CONTRACTOR by the STATE, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

- c. Inspection and Return of STATE Property.** All documents, encoded media, and other tangible items made available to CONTRACTOR by the STATE, or copies thereof prepared, generated or created by CONTRACTOR in the performance of its obligations hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract), are and will be exclusively the property of the STATE and will be available for inspection by the STATE upon request. Upon completion of CONTRACTOR's performance of services hereunder (or under any other purchase order related item for which there is no applicable State Court Administrator's Office Legal Counsel division approved contract), CONTRACTOR will, upon the STATE's request, promptly deliver to the STATE any or all such documents, encoded media and other items in its possession, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents, media, items, or information contained therein. CONTRACTOR and the STATE acknowledge that all computer operating systems software programs and other third party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.
- d. Injunctive Relief.** Without limiting Section 10.c. of this Agreement, CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR's obligations under Sections 1.c., 7 and 8 of this Agreement are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- e. Non-Disclosure Indemnity.** Without limiting Section 10.c., CONTRACTOR agrees to indemnify, defend and save harmless the STATE and their agents, officers and employees from and against any and all claims by third parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from CONTRACTOR's violation of the provisions of section 7 hereof. The STATE shall provide

CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

**f. Data Privacy and Security.** CONTRACTOR agrees to the following:

- i. No cross-border activity allowed by CONTRACTOR's personnel in connection with services provided under this Agreement or by STATE data; the STATE data will not be transferred, supported, or in any way processed outside of the continental United States without STATE's express written consent.
- ii. Maintain technical organizational security measures designed to protect the confidentiality of all STATE data and information about the STATE at all times.
- iii. Not to use any STATE information or data for any purposes other than the fulfillment of the obligations in this contract unless otherwise permitted in writing.
- iv. Will not share STATE credentials among employees or subcontractors without the express written consent of the STATE.
- v. CONTRACTOR will notify STATE immediately should STATE credentials be compromised or if an employee or subcontractor with access to STATE credentials leaves the CONTRACTOR's service.
- vi. Use all reasonable care to prevent unauthorized access, disclosure, publication, destruction, loss, or alteration of STATE assets.
- vii. Upon request, provide STATE with a copy of data security and privacy policies and audit procedures and proof of third party audit of those procedures annually.
- viii. Upon request, provide the STATE with CONTRACTOR's written incident response and disaster recovery plan.
- ix. Any breach to or infraction of the network access provisions by any employee or subcontractor of the CONTRACTOR constitutes a breach by CONTRACTOR of this agreement.
- x. The CONTRACTOR agrees to comply with any future requirements from the STATE for vetting and fingerprinting of any and all employees/subcontractors that are under contract with the STATE.

- g. Cloud Storage and Related Services.** When handling, accessing or storing STATE electronic records, materials and/or data, CONTRACTOR agrees not to use any cloud storage or related services other than Microsoft Office 365/OneDrive/SharePoint, Datto Backupify, and [*any additional vetted and pre-approved cloud services*] in fulfilling obligations of this Agreement, unless receiving prior written consent of STATE. CONTRACTOR acknowledges that it would be required to agree to additional specialized cloud services provisions in order to receive such consent.
- h. Security Audit.** Upon at least twenty (20) business days prior written notice to CONTRACTOR, CONTRACTOR grants STATE, or a third party on STATE's behalf, permission to perform an assessment, audit, examination or review of all controls in CONTRACTOR's physical and/or technical environment in relation to all STATE data, materials, or information ("STATE Data") being handled and/or services being provided to STATE pursuant to this Agreement to confirm CONTRACTOR's compliance with this Agreement, as well as any applicable laws, regulations and industry standards. CONTRACTOR shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports STATE Data for STATE pursuant to this Agreement. CONTRACTOR may require that a third-party auditor (which does not include any regulatory agency) of STATE sign a non-disclosure agreement with CONTRACTOR in a form mutually agreed by the Parties prior to CONTRACTOR granting the third-party auditor access to CONTRACTOR's facilities and operations. For clarity, in any such inspection or examination, CONTRACTOR will not be required to provide access to any information related to other customers or clients of CONTRACTOR or its affiliates or information related to costs incurred by CONTRACTOR or its affiliates in connection with providing Services (other than costs for which CONTRACTOR invoices STATE for work performed pursuant to the Agreement or Work Order Contract). In addition, upon written notice to CONTRACTOR, CONTRACTOR shall provide STATE with the results of any audit by or on behalf of CONTRACTOR performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of STATE Data shared during the course of this Agreement.

## **8. Rights in and to Information, Inventions, and Materials.**

- a. Ownership.** Ownership of STATE Databases, STATE Programs, and trade secret information of the STATE is governed by Section 7 of this Agreement. In consideration of the facts that CONTRACTOR's performance under this agreement involves access to and development of information which shall be trade secret information of the STATE and involves or may involve the development by CONTRACTOR or CONTRACTOR's participation in the development of

copyrightable and/or patentable subject matter which the parties intend be owned by the STATE:

- i. All right, title, and interest in and to any trade secret information of the STATE (as defined in Sections 7.b.i., 7.b.ii., and 7.b.iv. above) developed by CONTRACTOR either individually or jointly with others, and which arises out of the performance of this contract, shall be the property of the STATE and are by this agreement irrevocably transferred, assigned, and conveyed to the STATE free and clear of any liens, claims, or other encumbrances.
- ii. The STATE shall be the copyright owner of all copyrightable material that CONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 United States Code, CONTRACTOR hereby transfers, assigns and conveys the exclusive copyright ownership thereof to the STATE free and clear of any liens, claims or other encumbrances.
- iii. All right, title, and interest in and to any invention which CONTRACTOR first conceives or first reduces to practice either individually or jointly, and which arises out of the performance of this agreement, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. CONTRACTOR agrees to disclose promptly any such invention to the STATE. This paragraph shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the STATE (as defined in sections 7.b.i., 7.b.ii., and 7.b.iv. above) was used and which was developed entirely on CONTRACTOR's own time, and aa) which does not relate i) directly to the business of the STATE or ii) to the STATE's actual or demonstrably anticipated research or development, or bb) which does not result from any work performed or materials provided by CONTRACTOR for the STATE.
- iv. CONTRACTOR will execute all documents and perform all other acts that the STATE may reasonably request in order to assist the STATE in perfecting its rights in and to the trade secret information of the STATE and the copyrightable and patentable subject matter identified herein, in any and all countries.
- v. Without limiting Section 7 or Section 8.a.i. through 8.a.iv of this Agreement, the STATE retains all rights it possesses in and to the State Databases and State Programs made available to CONTRACTOR for purposes of permitting CONTRACTOR to perform hereunder. CONTRACTOR has no title or

ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as expressly permitted herein to permit CONTRACTOR to complete its duties hereunder. CONTRACTOR may, however, purchase a copy of publicly-accessible versions of information contained in the State Databases and State Programs from the STATE on the same terms and to the same extent as other members of the public. Except to the extent that CONTRACTOR has purchased such copy, CONTRACTOR shall not sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as otherwise expressly provided herein.

- b. **Warranty.** CONTRACTOR represents and warrants that supplied materials produced or used under this Agreement 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. Without limiting section 10.c. of this Agreement, CONTRACTOR shall indemnify and defend the STATE at 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 CONTRACTOR supplied materials infringe upon the intellectual property rights of another. CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in CONTRACTOR's or the STATE's opinion is likely to arise, CONTRACTOR shall, at the STATE's discretion, either procure for the STATE the right or license to continue using the CONTRACTOR supplied materials at issue or replace or modify the allegedly infringing CONTRACTOR supplied materials so that it becomes non-infringing. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

9. **Use of Marks; Endorsement; Publicity.** CONTRACTOR will not use any name, trademark, or trade name of the STATE or any of the STATE's personnel, directly or indirectly, whether in connection advertising or otherwise, without the prior written consent of the STATE as to each circumstance and occasion of use. CONTRACTOR will not claim that the STATE endorses its products or services. Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and, except as may be required by law, regulation, judicial or administrative process, must not be released without the prior written approval of the STATE. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to this Agreement or any services or deliverables provided hereunder. Notwithstanding anything in this Agreement to the contrary, including without limitation the confidentiality provisions of this Agreement, CONTRACTOR and the STATE may each individually disclose to the public the existence of this Agreement,

the parties to the Agreement, and the material terms of the Agreement, including price, projected term, and scope of work.

**10. Warranties; Indemnification.**

- a. CONTRACTOR Warranties.** CONTRACTOR warrants and represents to the STATE as follows:
- i. Intellectual Property.** CONTRACTOR's intellectual property warranty is set forth in section 8.b. of this Agreement.
  - ii. Compliance With Applicable Laws.** The performance of CONTRACTOR's obligations hereunder will be in compliance with all applicable rules, laws, and regulations as of the date of delivery thereof.
  - iii. Professional Workers.** Each CONTRACTOR employee assigned to perform the work necessary to meet CONTRACTOR's obligations pursuant to this Agreement has the proper training, skill and background so as to be able to perform such work in a competent and professional manner.
  - iv. Professional Services.** All work and services provided by CONTRACTOR hereunder will be performed to the best of CONTRACTOR's ability and in accordance with reasonable and customary practices prevailing at the time for its business. CONTRACTOR will follow all applicable industry best practices related to the security and protection of all of the STATE's hardware, software, portal applications, other applications, and data.
  - v. Immediate Notice of Loss, Damage or Disclosure.** CONTRACTOR must notify STATE immediately upon any loss or damage to STATE data, and upon any disclosures of STATE data in violation of this Agreement. CONTRACTOR understands that immediate notice is crucial to recovery efforts and taking steps to minimize or prevent further improper disclosures.
  - vi. Harmful Code Provision.** Any software, code, firmware, or media delivered or used during work or to provide services of any kind under this contract will NOT contain any virus, Trojan horse, self-replicating, or other computer instructions that may, without the STATE's consent or knowledge:
    - (A)** Alter, destroy, inhibit or discontinue STATE's effective use of CONTRACTOR's services, a deliverable, or any STATE resources;
    - (B)** Erase, destroy, corrupt, hold hostage, or modify any data, programs, materials or information used or accessed by or on behalf of the STATE;



- (C) Store any data, programs, materials, or information on STATE's computers or servers or related types of devices, networks, or security devices; or
- (D) Bypass or disable any internal security measure to obtain access to any STATE resources.

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

**c. Indemnification and Liability.** CONTRACTOR shall indemnify, save, and hold the STATE, their representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this Agreement by CONTRACTOR or CONTRACTOR's subcontractors, agents, or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE's failure to fulfill its obligations pursuant to this contract. The STATE's responsibility is governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law. Without limiting the foregoing, CONTRACTOR's liability includes liability for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts.

**11. Insurance.** CONTRACTOR shall not commence work under this Agreement until it has obtained all the insurance described below and STATE has approved such insurance. CONTRACTOR shall maintain such insurance in force and effect throughout the term of this Agreement.

a. CONTRACTOR is required to maintain and furnish satisfactory evidence of the following insurance policies:

i. **Workers' Compensation Insurance:** Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR must require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. CONTRACTOR is required to carry the following **minimum** insurance limits:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statutes Section 176.041 exempts CONTRACTOR from Workers' Compensation insurance requirements or if the Contractor has no employees in the State of Minnesota, 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 this Agreement CONTRACTOR becomes eligible for Workers' Compensation, CONTRACTOR must comply with the Workers' Compensation Insurance requirements herein and provide STATE with a certificate of insurance.

- ii. **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 this Agreement whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by CONTRACTOR under this Agreement. CONTRACTOR is required to carry the following **minimum** insurance limits:

\$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

State of Minnesota named as an Additional Insured

- iii. **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 Agreement, and in case any work is subcontracted CONTRACTOR must require the subcontractor to maintain Commercial Automobile Liability insurance. CONTRACTOR is required to carry **minimum** limits of \$2,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage,

and coverages for Owned, Hired, and Non-owned Automobile Liability shall be included.

- iv. **Professional/Technical Liability Insurance, 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 on a standalone policy):** CONTRACTOR is required to maintain an insurance policy that provides coverage for all claims 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 this Agreement, including coverage for claims which may arise from failure of CONTRACTOR's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus, or denial of service. CONTRACTOR is required to carry the following **minimum** insurance limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

- v. **Patent, trademark, trade dress or copyright infringement; theft of intellectual property.** CONTRACTOR is required to maintain an insurance policy that provides coverage for all claims CONTRACTOR may become legally obligated to pay resulting from any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party, including any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim. CONTRACTOR is required to carry the following **minimum** insurance limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

- b. CONTRACTOR shall satisfy and comply with the following additional insurance conditions and requirements:
  - i. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of CONTRACTOR's performance under this contract.
  - ii. If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days' advance written notice to STATE.
  - iii. CONTRACTOR is responsible for payment of all insurance premiums and deductibles related to this Agreement.
  - iv. If CONTRACTOR is self-insured, a Certificate of Self-Insurance must be attached.
  - v. CONTRACTOR's policies shall include legal defense fees in addition to its liability policy limits, with the exception of Section 11.a.4 above.
  - vi. CONTRACTOR shall obtain insurance policies from insurance company(ies) that are authorized to do business in the State of Minnesota and have an "AM BEST" rating of A- (minus) and a Financial Size Category (FSC) of VII or better.
  - vii. CONTRACTOR may use an Umbrella or Excess Liability insurance policy to supplement CONTRACTOR's policy limits to satisfy the full policy limits required by this Agreement.
- c. STATE reserves the right to immediately terminate this Agreement if CONTRACTOR is not in compliance with the insurance requirements and retains

all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be open to inspection by STATE and copies of policies must be submitted to STATE's Authorized Representative upon written request.

12. **Antitrust.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
13. **Consent to Release of Certain Data.** Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
14. **Relationship of the Parties.** CONTRACTOR is an independent contractor. Neither CONTRACTOR nor CONTRACTOR's employees are or shall be deemed for any purpose to be employees of the STATE. Except as otherwise expressly provided herein, CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this Agreement and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this Agreement. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
15. **Notices.** Any written notice hereunder shall be deemed to have been received when: (a) personally delivered; (b) sent by e-mail, confirmed facsimile transmission or telegram; (c) sent by commercial overnight courier with written verification of receipt; or (d) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended: (i) if to CONTRACTOR, at the address first given above; (ii) if to the STATE, at the address first given above, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (iii) at such other address of which written notice has been given in accordance herewith. The parties agree to acknowledge receipt of written notice via email to the other party within 48 hours of receipt of actual notice.
16. **Affirmative Action and Equal Pay**

*[Terms subject to modification depending on applicability of laws and regulations due to contract amount, exemption(s), answers to Appendix I, etc. Terms will require compliance with any laws and regulations that do apply.]*

- a. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a “Workforce Certificate”), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full-time employees in Minnesota or another state, CONTRACTOR must comply as provided in this section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”
- b. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the “Commissioner” as indicated by a Workforce Certificate. The law addresses the issuance of fines, and suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. Parts 5000.3400-5000.3600 provide:
  - i. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- ii. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:
  - (A) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (B) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (C) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (D) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (E) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- iii. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, issuance of fines, or 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.

iv. **Certification.** CONTRACTOR hereby certifies and warrants that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 (including, where applicable, federal affirmative action requirements) and is aware of the consequences for non-compliance.

d. **Equal Pay Certificate.** The STATE cannot enter into an agreement that exceeds \$500,000 with a CONTRACTOR who has 40 or more full-time employees in Minnesota or a state where CONTRACTOR has its primary place of business, on a single day during the prior twelve months, unless CONTRACTOR has a valid Equal Pay Certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt. CONTRACTOR certifies that it is in compliance with Minnesota Statutes section 363A.44 and is aware of the consequences for non-compliance. CONTRACTOR represents and warrants that as of the effective date of this contract CONTRACTOR employs less than 40 full-time employees on a single working day. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full-time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”

17. **Audits.** The books, records, documents, and accounting procedures and practices of CONTRACTOR relevant to this Agreement shall be subject to examination by the STATE and the legislative auditor for a period of six years from the termination of this Agreement. Records shall be sufficient to reflect all costs incurred in performance of this Agreement.
18. **Non-Waiver.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
19. **Force Majeure.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **Assignment and Binding Effect.** Except as expressly authorized in this contract, CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This Agreement shall be



binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase the entire assets of CONTRACTOR.

21. **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.
22. **Governing Law; Construction; Venue and Jurisdiction.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota, without regard to conflicts of law principles. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
23. **Integration.** The parties acknowledge, by their authorized signature, that they have read this Agreement, understand it, and that it constitutes the entire agreement and understanding and incorporates all representations, express or implied, between the parties with respect to the products and services to be furnished hereunder, and that this agreement supersedes all prior communications between the parties including all oral and written proposals, agreements and contracts not specifically included herein provided that all preexisting agreements between CONTRACTOR and the STATE shall continue in full force and effect except as supplemented or modified by this Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and any other agreement between CONTRACTOR and the STATE the terms of this Agreement shall govern.
24. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement intending to be bound thereby.

1. Contractor:

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

2.State:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.
<i>By</i>
<i>Title: Director, BLE/CLE/LRO/BLC</i>
<i>Date</i>
<i>By</i>
<i>Title: Information Technology Division Director</i>
<i>Date:</i>
<i>By</i>
<i>Title: State Court Administrator/Deputy</i>
<i>Date</i>

3. Funds have been encumbered for by:

<i>By</i>
<i>Title:</i>
<i>Date</i>
<i>Contract No.</i>

4. Approved as to form and execution by:

<i>By</i>
<i>Title: Legal Counsel Division, State Court Administration</i>
<i>Date</i>

## APPENDIX A

### CONFIDENTIALITY AND DISCLOSURE OF INTEREST AGREEMENT

#### I. Confidentiality.

I, \_\_\_\_\_, an employee of [VENDOR] (“CONTRACTOR”), acknowledge that I have received a copy of the Minnesota Judicial Branch’s Policy 323 covering Appropriate Use of Data and Records and I have reviewed the Policy. I understand that this Policy applies to me as an independent contractor (not as an employee) and that I am responsible for complying with the policy requirements.

As an independent contractor (not an employee) of the Minnesota Judicial Branch, I acknowledge that I have been granted certain access to information systems, databases, and non-public data and records of the State of Minnesota Board of Law Examiners (the “STATE”) only for purposes of performing responsibilities and duties I have been contracted to perform as an independent contractor (not an employee) of the Minnesota Judicial Branch. I further acknowledge that such information has tangible value, contains valuable trade secrets, copyrights and confidential information of the STATE and other parties.

To the extent that I come into possession of any non-public data or records as defined in the Rules on Lawyers Professional Responsibility, Rules of the Minnesota State Board of Continuing Legal Education, Rules for Admission to the Bar, and Rules of the Supreme Court for Registration of Attorneys, and the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, I understand that I am prohibited from using the information systems, databases, and non-public data for personal, non-work related purposes. I further understand that I am prohibited from disclosing any information gathered from non-public data, databases, or information systems to any third party without the STATE’s consent. I understand that if I use an information system, database, or non-public data for personal, non-work related purposes, or disclose information learned from these sources, that my services will be terminated. I agree that my obligations with respect to the confidentiality and security of all information disclosed to me shall survive the termination of any agreement or relationship between the STATE and CONTRACTOR and/or me.

I acknowledge and agree that a breach by me of any of the covenants set forth in this Agreement will cause irreparable injury to the STATE or others for which damages, even if available, will not constitute an adequate remedy. Accordingly, I agree that the STATE, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) in order to enforce the covenants and agreements contained herein.

If attorneys’ fees or other costs are incurred by the STATE to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, and the STATE is the prevailing party,

the STATE will be entitled to recover from me reasonable attorneys' fees and costs incurred in connection therewith.

This Agreement shall be interpreted in accordance with the laws of the state of Minnesota. Any action arising out of or relating to this Agreement, its performance, enforcement or breach, will be venued in a state court situated within Ramsey County, Minnesota.

ACKNOWLEDGED AND ACCEPTED:

[VENDOR]

\_\_\_\_\_  
Employee Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Name – please print

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

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

Title: \_\_\_\_\_

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

**II. Disclosure of Interest.**

I, \_\_\_\_\_(Print Name), hereby certify that neither I, nor any member of my immediate family, is a party to any pending or threatened lawsuit or proceeding in any Minnesota state court, or is a law student, studying for the bar exam or intends to take the bar examination at any time within the next three (3) years in this or any other state, or is applying or intends to apply for attorney licensure in Minnesota or any other State within the next three (3) years. If during the project there is any change to this information, I agree to promptly notify [VENDOR] of the change.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Company Information

Name of Company:

Company Website:

Contact Person Completing the Questionnaire:

Email Address:

Phone Number:

Date of Completed Questionnaire:

## Questionnaire Completion Instructions

Select the appropriate answer in the Response section and provide additional details and supporting material to support:

Question		Response	Describe
1.	An individual has been designated as being responsible for security within the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
2.	An information security policy, based on industry acceptable standards and frameworks, is in place, has been approved by management and has been communicated to employees, contractors and individuals working on behalf of the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
3.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization's information security policy.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question		Response	Describe
4.	An information security awareness and training program has been established and provides general awareness and role specific security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
5.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic and references	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
6.	The organization will: (1) locate all production and disaster recovery data centers that store, process or transmit the Boards’ data only in the continental United States, (2) store, process and transmit the Boards’ data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental United States.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
7.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
8.	No data of any kind shall be transmitted, exchanged or otherwise passed to or accessed by other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Boards.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
9.	The system/solution/service will encrypt sensitive data in transit and at rest using industry standard encryption protocols; encryption keys will be managed at least in part by the Boards.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question		Response	Describe
10	All data will be stored, processed, and maintained solely on designated servers and no confidential data at any time will be saved to the local drive of any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the organization's designated backup and recovery processes.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
11	All Information systems will be configured to industry security best practices (e.g., CIS, NIST, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
12	Anti-Malware software will be installed, running and maintained on all systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
13	All physical access to information systems will be controlled and restricted to only those with a need to physically access these systems and logs of access maintained.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
14	The system/solution/service has capability to integrate with Security Incident Event Management (SIEM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
15	The system/solution/service's storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
16	Firewalls will be in place at the network perimeter and between the internal network segment and any DMZ.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
17	Systems and applications will be patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question		Response	Describe
18	Vendor will identify and remedy vulnerabilities in the course of providing the services, and upon receipt of reports from comprehensive vulnerability tests (internal/external) performed by the Boards’ cybersecurity vendor, Vendor will have a process in place to address reported vulnerabilities in a timely manner.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
21	The organization has the capability to coordinate disaster recovery and business continuity processes and plans with the Boards.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
22	Vendor has created, and can provide the Boards an example upon request, a detailed IT disaster recovery and continuity of operations plan for an organization similar to the Boards’ size and capacity.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
23	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Rules of Public Access to Records of the Judicial Branch, all Minnesota Supreme Court Rules governing the operations of the Boards, and applicable state and federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS, and PCI DSS).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
25	All data received from the Boards or created, collected or otherwise obtained as part of providing services to the Boards will be owned solely by the Boards and all access, use and disclosure of the data shall be restricted to only that which is required to perform the organization’s duties under a contract with the Boards.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
26	Processes will be in place to securely destroy or delete data of the Boards according to industry best practices from systems or media no longer being used to provide services to the Boards or upon request from the Boards.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	



	Question	Response	Describe
27	In the event of termination of an agreement with the Boards, the organization will implement an orderly return of the Boards' assets and the subsequent secure disposal of the Boards' assets. During any period of suspension, the organization will not take any action to intentionally erase any of the Boards' data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
28	An incident response plan will be in place which includes notifying the Boards immediately of a known or suspected security or privacy incident involving the Boards' data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
29	Web Application Firewall(s) (WAF) will be in place at the network perimeter to protect application and code flaws.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
30	All system/solution/product/service/proposal will have an Audit Logging function.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
31	Secure Logging: the system/solution/product/service/proposal will not log any sensitive data (e.g. PCI, PHI, PII, SSN,) into unprotected log storage.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	