



Purchase Order

Dispatch via Print

Dept of Workforce Development
DEPT OF WORKFORCE DEVELOPMENT
GEF 1, 201 E WASHINGTON AVENUE
MADISON WI 53703
United States

Supplier: 0000033749
Carahsoft Technology Corp
11493 Sunset Hills Road
Reston VA 20190-5328

Purchase Order 44500-000008107	Date 10/16/2020	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Dest, Freight Prepaid	Ship Via Common Carrier	
Buyer Bock, Kurtis	Phone 608/267-0533	Currency USD	

Ship To: 01001804C4
DEPT OF WORKFORCE DEVELOPMENT
201 E WASHINGTON AVE
C400
MADISON WI 53703
United States

Attention: Keitch, Stephanie

Bill To: DEPT OF WORKFORCE DEVELOPMENT
201 E WASHINGTON AVE
G400
MADISON WI 53703
United States

Tax Exempt? Y	Tax Exempt ID: 396006449	Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

1- 1	Google Cloud Deploy Google - ANC-PROF-SVC-PWK (26) - Part# AR2472-GOO001- 032620-016 - Carahsoft - Quote# 24143297 - New - COVID RELATED		26.00	EA	19,800.00	514,800.00	10/16/2020
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Schedule Total 514,800.00

Contract ID: 505ENT-O18-NASPOCLOUD-03 Version 1 Contract Line: 0 Category Line: 0 Release: 127

Item Total 514,800.00

2- 1	Enterprise Agreement for Public Sector Subscription 12 Month Term with monthly payments of \$49,944.72 Google - 9A92-40AE-8D00 (611,568) - Part# AR2472-GOO001- 022020-001 - Carahsoft - Quote# 24143297 - New - COVID RELATED - Subscription Period: 12 months		611,568.00	EA	0.98	599,336.64	10/16/2020
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Schedule Total 599,336.64

Contract ID: 505ENT-O18-NASPOCLOUD-03 Version 1 Contract Line: 0 Category Line: 0 Release: 128

Item Total 599,336.64

Carahsoft - Please send license and download information to bitsitpurchasing@dwd.wisconsin.gov
This agreement shall be controlled by Master Agreement #: AR2472 and Wisconsin Participating Entity
(Addendum): STATE OF WISCONSIN Participating Entity Contract Number: 505ENT-O18-NASPOCLOUD-03

Total PO Amount 1,114,136.64

Authorized Signature

Confidentiality and Safeguards Agreement Between DWD and Google for Disclosure of Unemployment Insurance Data and Information

I. Parties to the Agreement

This Agreement for Disclosure of Unemployment Insurance Data and Information is entered into by the Department of Workforce Development ("DWD") and Google LLC ("Data Recipient").

II. Scope and Purpose of this Agreement

- A. This Agreement governs the use and disclosure of all unemployment insurance data and information disclosed at any time by DWD to Data Recipient and in the possession or control of Data Recipient on or after the effective date of this Agreement (referred to in this Agreement as "UI Data"). Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to such terms under the One-Time Implementation Services Data Protection Addendum.
- B. The purposes of this Agreement are:
1. To comply with 20 C.F.R. Part 603, Wis. Stat. § 108.14(7) and Wisconsin Administrative Code DWD ch. 149 ("DWD 149"), which require DWD, in disclosing UI Data to certain persons and entities, to enter into an agreement with such persons and entities that contains certain required confidentiality safeguards, record disclosure requirements and consequences for breach.
 2. To assure DWD that Data Recipient will comply with the applicable requirements of 20 CFR Part 603 and DWD 149 regarding the sharing of UI Data that occurs under this Agreement.
 3. To specifically identify the UI Data that DWD will provide to Data Recipient under this agreement, the intended purposes for its use by Data Recipient, and the limitations on such use.
 4. To establish that the requirements of this Agreement are additional requirements in the One-Time Implementation Services Data Protection Addendum.

III. UI Data to Be Provided by DWD and Purposes for Its Use

- A. DWD will provide to Data Recipient UI Data as outlined in the Statement of Work for Purchase Order Number 8107.
- B. Purpose for UI Data

Data Recipient may use the UI Data disclosed under this Agreement solely for the following purposes:

To complete the services detailed in the Statement of Work for Purchase Order Number 8107.

IV. Security and Confidentiality of UI Data

- A. Data Recipient and its agents will comply with 20 C.F.R. § 603.9 and Wis. Admin. Code § DWD 149.06 ("DWD 149.06") and specifically agrees that it will:
 - 1. Use the UI Data only for purposes authorized by law and this Agreement.
 - 2. Not disclose the UI Data without prior written approval of DWD and otherwise comply with the confidentiality requirements of DWD 149.06.
 - 3. Store the UI Data in a place physically secure from access by unauthorized persons.
 - 4. Store and process the UI Data in an electronic format in a way that is secure from access by unauthorized persons.
 - 5. Take reasonable precautions, but in no event less stringent than the precautions Data Recipient uses to protect its own confidential data of a like nature, so that only authorized personnel have access to the computer systems in which the UI Data is stored.
 - 6. Make the UI Data accessible only to those personnel of Data Recipient who require the data in the official performance of their job duties and for the specific purposes stated in this Agreement. All data will be kept in the strictest confidence and will be made available to staff of Data Recipient on a "need-to-know" basis.

7. Instruct all persons who are performing Services in connection with the Statement of Work identified above on the confidentiality requirements of this Agreement, the applicable federal and state confidentiality requirements of 20 C.F.R. § 603.9 and DWD 149.06, and the sanctions specified by law for unauthorized disclosure of information. Data Recipient acknowledges that it shall remain responsible for such individuals' compliance with the confidentiality provisions of this Agreement and imposed by law. If requested by DWD, Data Recipient will sign an acknowledgement that all persons who perform Services in connection with the Statement of Work have been advised of Data Recipient's obligations under this Agreement.
8. Maintain a system sufficient to allow a complete and efficient audit of compliance with these safeguard provisions and the other requirements of this Agreement, including complete records of all use, disclosure and limitations on such use and disclosure of UI Data.
9. Upon advanced written notice, and at a mutually agreeable time, provide access to relevant documents for DWD to audit compliance and assure that the requirements of state and federal law and this Agreement are met. On-site inspections will only be conducted if there is no other way to assure that the requirements of state law and this Agreement are met. Any inspection, including on-site inspection, will be conditioned on the inspection being conducted under conditions of confidentiality to the extent permitted under law and the terms of this Agreement. If an audit is conducted because of a breach of UI Data, the audit may be performed more than thirty days after the termination of this Agreement. Excluding any audit prompted by a data breach or other circumstances raising reasonable concerns about the security of UI Data or required by regulations, DWD agrees that it may not audit Data Recipient more than once in any 12-month period.
10. When requested by the Customer, delete the UI Data in the manner described in the GCP Data Processing and Security Terms. Data Recipient will continue to maintain the confidentiality of any UI Data during any retention. No UI Data will be used by Data Recipient for any future purposes that are not specifically authorized by DWD.

V. Duties with Respect to Breach

If Data Recipient becomes aware of a Data Incident, it will notify DWD in accordance with Section 7.2 of the One-Time Implementation Services Data Protection Addendum.

VI. Term and Termination of Agreement

This Agreement will be effective upon signature by both parties. This Agreement shall



terminate upon the expiration of Purchase Order Number 8107. Any party may also terminate this Agreement without cause by giving written notice of such termination to the other party.

The duties of Data Recipient regarding security, confidentiality, maintenance, and destruction of UI Data and duties with respect to breach (Sections IV and V) under this Agreement shall survive the termination of the Agreement. Following termination of this Agreement, Data Recipient shall adhere to DWD's written directions regarding maintenance, return and deletion of all UI Data and records of use and disclosure of UI Data.

VII. Points of Contact for Notices Relating to this Agreement

- A. Data Recipient shall address notices, such as breach or termination notifications, that are required by or relating to this Agreement to:

Jeff Becker
Internal Security Officer/UI Data Sharing Coordinator
Unemployment Insurance Division
201 E Washington Ave
PO Box 7905
Madison, WI 53707-7905
Phone: 608-261-0210
Email: UIDataSharingCoordinator@dwd.wisconsin.gov

OR

Mark Riedel
Internal Security Officer/UI Data Sharing Coordinator
Unemployment Insurance Division
201 E Washington Ave
PO Box 7905
Madison, WI 53707-7905
Phone: 608-264-8825
Email: UIDataSharingCoordinator@dwd.wisconsin.gov

- B. DWD shall address notices that are required by or relating to this Agreement to: legal-notices@google.com



VIII. Authority, Signing and Integration

A. DWD has granted full authority to sign this agreement to:

Robert Cherry, Jr.
Deputy Secretary
Department of workforce Development
201 E Washington Ave
PO Box 7946
Madison, WI 53707

B. Google has granted full authority to sign this Agreement to: Philip Schindler.

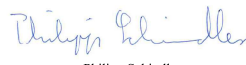
This Agreement may be signed in counterpart and amended only in writing signed by the parties.

AGREED:

Wisconsin Department of Workforce Development

DocuSigned by:
 10/19/2020
Robert Cherry (Date)
Deputy Secretary
Department of Workforce Development

Google LLC


Philipp Schindler
Authorized Signatory
2020.10.17
09:07:09
-07'00'



Google Non-Disclosure Agreement

In order to evaluate and possibly enter into a business transaction (the "Purpose"), Google LLC, for itself and its subsidiaries and affiliates, and the other party identified below hereby agree:

1. The Effective Date of this agreement is the date this agreement is accepted by the party identified below.
2. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information").
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.
5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

Full Legal Entity Name:	Wisconsin Department of Workforce Development
Address:	201 E. Washington Avenue Madison Wisconsin 53707 United States
First Name *:	Robert
Last Name *:	Cherry
Title *:	Deputy Secretary
Email *:	robert.cherry@dwd.wisconsin.gov

I have read and agree to the terms of this Agreement. By clicking and accepting this Agreement, I represent and warrant that I have authority to bind the entity Wisconsin Department of Workforce Development to these terms and conditions.

Date : 10/19/2020
(MM/DD/YYYY)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.