



## **Ramsey County Contract Summary**

Contract Number: PRK144

Contractor Name: RENT FUN LLC

Vendor ID: 0000229010

SBE SVN/DUNS ID/MN VA:

Department: Parks & Recreation

Contract Authority/Resolution: 3.40.27c

Resolution #:

Good/Service Type: Professional Services

Contract Description: Self-service recreational watercraft rentals at six Parks & Recreation sites.

Contract Type: Rate Setting

Funding Notes (Optional):

Original Contract Begin Date: April 22, 2024

Original Contract End Date: April 21, 2026

Comments:



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Parks & Recreation, 2015 Van Dyke Street, Maplewood, MN 55109 ("County") and Rent Fun LLC, 120 West Main Street, Suite 300, Northville, MI 48167, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from April 22, 2024 through April 21, 2026 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

#### 1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

A. Contractor shall provide self-service recreational watercraft rental lockers to these six (6) locations:

- a) Keller Regional Park – Spoon Lake
  - o 2395 Keller Pkwy, Maplewood, MN 55109
- b) Long Lake Regional Park
  - o 1500 Old Highway 8, New Brighton, MN 55112
- c) McCarrons County Park
  - o 1795 North Rice St, Roseville, MN 55113
- d) Tony Schmidt Regional Park
  - o 3500 Lake Johanna Blvd, Arden Hills, MN 55112
- e) Vadnais-Snail Regional Park
  - o 4191 Snail Lake Blvd, Shoreview, MN 55126
- f) Vadnais Regional Park – Grass Lake
  - o 500 Gramsie Rd, Shoreview, MN 55126

B. Contractor shall provide all necessary labor, materials, equipment, and supervision for a complete, fully operational self-service kayak rental program, including but not limited to:

- a) 4-unit fully enclosed smart locker rental stations for kayaks per location;
- b) Mobile application for rental reservation and payment;
- c) Mobile application-controlled lock for each kayak locker;
- d) Mobile application-based electronic user waivers;
- e) Initial installation of lockers, including electrical and low-voltage connections
- f) Repair or replacement of broken or damaged kayaks, life jackets paddles, and/or lockers throughout the life of the contract
- g) System shall "go-live" no later than July 1, 2024 as long as there is a fully executed contract in place by April 30, 2024.

C. Contractor shall establish cellular-based internet/network connection to the 6 locations included listed above.

D. Contractor shall provide a mobile application and shall include, but is not limited to:

- a) Technical description of mobile application
- b) Cellular (or similar) connectivity details
- c) Payment processing details
- d) Application security specifications
- e) Mobile application end user support
- f) Ongoing maintenance and support
- g) Data and reporting capabilities

**2.2. Order of Governance**

If a conflict occurs between the terms of this Professional Services Agreement and any terms in any of the attachments, the terms of this Professional Services Agreement shall prevail. For the avoidance of doubt, the order of governance shall be:

- A. Professional Services Agreement (“PSA”)
- B. Exhibit A – Hosting Security Exhibit
- C. RFQ Solicitation RFQ-PRK23712-0-2024/KB
- D. Contractor’s Proposal Response, dated December 21, 2023

**2.3.**

The Contractor, mobile application, and services will comply with the County’s Hosting and/or Cloud Services and Security Standards which is attached and incorporated into this Agreement as Exhibit A.

**2.4.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.5.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.6.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

**3. Schedule**

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

One time activation fee \$90,000 (\$15,000 x 6 locations)

Includes installation and activation of 4-unit smart locker at each location, fully equipped with Kayaks / paddleboards / lifejackets / paddle; locker signage.

Revenue Share: \$35 per 3-hour rental - County shall receive up to 50% of gross revenue less

any fees due or paid to the Payment Processor as a result of collection of fees and the direct cost of any non-standard repairs to include, but not limited to moving the kiosk to a new location or damage to the locker or equipment due to natural disasters or negligence of the customer.

## **5. Special Conditions**

### **5.1. Tennessean Warning Notice**

Contractor shall provide a Tennessean Warning when collecting private data, including Social Recreational Data as defined in Section 13.548 of the Minnesota Government Data Practices Act. More information is available at: [Tennessean Warning Notice / Data Practices Office \(mn.gov\)](https://www.mn.gov/tennessean-warning-notice).

A webpage and link on the Contractor's Website that references Ramsey County shall be to the satisfaction of the Parks and Recreation department.

### **5.2. Rental Station Services and Obligations**

Contractor supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with a mobile app (collectively, the "Rental Station Services").

#### **5.2.1. Equipment & Initial Launch**

Contractor will make available for rent Kayak Rental Station Services, as collectively defined in this section and 2.4 Scope of Services. When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Contractor. The locker shall include individual storage units suitable to store each kayak and/or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Contractor.

#### **5.2.2. Mobile End User Support**

Contractor shall provide technical support services to mobile application end users of its equipment to resolve billing issues, technical issues, and general inquiries. Contractor shall provide live support to end users via live chat and/or phone from 4:00 AM to 11:59 PM, seven days per week.

#### **5.2.3. Equipment Maintenance**

Contractor will provide ongoing maintenance per the Contractor proposal dated December 21, 2023 and Contractor's maintenance personnel will visit the 6 Locations, described in the Scope of Services, as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

#### **5.2.4. Mobile App Availability**

A. The mobile app solution must have system availability greater than 99% outside of any disclosed route maintenance downtime with a clearly defined release schedule for solution



updates and detailed documentation of application changes and a clearly defined quality testing plan of all new functionality.

B. During the term of the Agreement, the Contractor will provide standard technical support. Said support shall include direct phone support, web-enabled support and e-mail support or other channels as appropriate to mobile application end users.

C. The Contractor commits to maintaining service availability levels for the Rent Fun mobile app and equipment related to the self-service kayak rental system with the IoT-enabled devices via cellular network connections, consistent with commercially reasonable standards for the software service provided under this Agreement based on industry best practices for equipment sharing programs. County acknowledges and understands that the successful operation of the Rent Fun mobile app requires end-users to have cell phone coverage at the point of use and Rent Fun is not responsible for any outages cause by the user's third-party cellular service providers.

## **6. Contracting for Equity**

### **6.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

### **6.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

### **6.3. Equal Employment Opportunity and Civil Rights**

#### **6.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

#### **6.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

#### **6.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

##### **6.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

##### **6.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

##### **6.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

### **6.4. Diverse Workforce Inclusion Resources**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

## **7. General Contract/Agreement Terms and Conditions**

### **7.1. Payment**

#### **7.1.1.**

No payment will be made until the invoice has been approved by the County.

#### **7.1.2.**

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

### **7.2. Application for Payments**

#### **7.2.1.**

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

#### **7.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

#### **7.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **7.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

#### **7.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

#### **7.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the

subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **7.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

### **7.4. Successors, Subcontracting and Assignment**

#### **7.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

#### **7.4.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

#### **7.4.3.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

### **7.5. Compliance With Legal Requirements**

#### **7.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

#### **7.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

### **7.6. Data Practices**

#### **7.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**7.6.2.**

The Contractor designates Adam Greenstein as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**7.7. Security**

**7.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**7.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**7.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**7.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**7.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**7.8. Payment Card Industry (PCI) Compliance**

**7.8.1.**

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

**7.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**7.10. Contractor's Insurance**

**7.10.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**7.10.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**7.10.3.**

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

**7.10.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**7.10.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.



Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance 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 the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

**7.10.5.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**7.10.6.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**7.10.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**7.10.8.**

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**7.10.9.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**7.10.10.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**7.10.11.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**7.10.12.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**7.10.13.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**7.11. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**7.12. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Solomon Tsega, Parks and Recreation, 2015 North Van Dyke Street, Maplewood, MN 55109

**Contractor:**

Adam Greenstein, Rent Fun, 120 West Main Street, Suite 300, Northville, MI 48167

**7.13. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**7.14. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**7.15. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall

include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

#### **7.16. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

#### **7.17. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

#### **7.18. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

#### **7.19. Termination**

##### **7.19.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

##### **7.19.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

##### **7.19.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

## **7.20. Interpretation of Agreement; Venue**

### **7.20.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

### **7.20.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **7.21. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

## **7.22. Infringement**

### **7.22.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

### **7.22.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

## **7.23. Debarment and Suspension**

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

## **7.24. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

### **7.25. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## **8. Special Contract Terms and Conditions**

### **8.1. Payment Card Industry Compliance**

#### **8.1.1.**

The Contractor, in concert with their merchant service provider, must comply with the Ramsey County Payment Card Handling Policy and Procedures and the most current standards established by the Payment Card Industry Data Security Standards Council (PCI DSS – <https://www.pcisecuritystandards.org/>). This includes but is not limited to training Contractor's employees on the proper handling of cardholder information, including completion of the appropriate Annual Self-Assessment Questionnaire (SAQ), quarterly network scan by an Approved Scanning Vendor (ASV), and Attestation of Compliance Form (AOC) and forwarding the SAQ, quarterly scans and AOC to Ramsey County on a quarterly basis to corroborate compliance.

#### **8.1.2.**

Contractor and Contractor's provided system must meet and be compliant with PCI PIN (PTS) requirements and be included in the PCI PIN transaction list. System must meet the PCI Point-To-Point Encryption (P2PE) standards.

#### **8.2.**

Contractor will take all administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data as indicated in the Rent Fun proposal dated December 21, 2023, in the Data Reporting Capabilities section, and all persons with authorized access to county Data must have a documented need-to-know prior to access.

**RAMSEY COUNTY ELECTRONIC APPROVAL SUMMARY**

Report ID: RMSC006  
Run Date : 04/23/2024  
Run Time : 13:56:24

Page No: 1

**Document:** 10352   **Version:** 0.11   **Amendment:** 0  
**Setid:** MODEL   **Contract:** PRK144

<b>Approver Name</b>	<b>Title</b>	<b>Action</b>	<b>Action Date Time</b>
Rosenberg,Chris-Rent Fun LLC	Supplier Signer	Approved	04/15/2024 13:57
Fucini,Bianca	FIN Analyst Review	Approved	04/16/2024 07:55
Yang,Fouatee	IS Contract Manager Review	Approved	04/17/2024 11:06
OBrien,Maureen	Procurement Attorney Review	Approved	04/17/2024 15:36
Blodgett,Gates - COE 3	Enterprise Risk Manager Review	Approved	04/17/2024 15:58
Kotze,Alexandra	Procurement Manager Review	Approved	04/23/2024 09:17
Lencowski,Kristopher	Dept Director Signer	Approved	04/23/2024 12:48
Kotze,Alexandra	County Manager Signer	Approved	04/23/2024 13:56





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Brownrigg LLC</b> <b>PO Box 1139</b> <b>Oregon City, OR 97045</b> <b>License #: 3000350240</b>	<b>CONTACT NAME:</b> <b>Troy Brownrigg</b> <b>PHONE (A/C, No, Ext):</b> <b>(503)655-3025</b> <b>FAX (A/C, No):</b> <b>(503)655-5029</b> <b>E-MAIL ADDRESS:</b> <b>troy.brownrigg@brownrigg.insure</b>
<b>INSURED</b> <b>Rent.Fun LLC</b> <b>201 S. Division St, Suite 400</b> <b>Ann Arbor, MI 48104</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> <b>Starstone Specialty Insurance Company</b> <b>INSURER B:</b> <b>The Hartford</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER: 00001522-122130****REVISION NUMBER: 44**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>Y</b>	<b>Y</b>	<b>PRL00068221P</b>	<b>10/15/2023</b>	<b>10/15/2024</b>	<b>EACH OCCURRENCE \$ 1,000,000</b> <b>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000</b> <b>MED EXP (Any one person) \$ 10,000</b> <b>PERSONAL &amp; ADV INJURY \$ 1,000,000</b> <b>GENERAL AGGREGATE \$ 5,000,000</b> <b>PRODUCTS - COMP/OP AGG \$ 2,000,000</b> <b>\$</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>22 UEC AF3846</b>	<b>09/21/2023</b>	<b>09/21/2024</b>	<b>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</b> <b>BODILY INJURY (Per person) \$</b> <b>BODILY INJURY (Per accident) \$</b> <b>PROPERTY DAMAGE (Per accident) \$</b> <b>\$</b>
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						<b>EACH OCCURRENCE \$</b> <b>AGGREGATE \$</b> <b>\$</b>
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <b>Y</b>	<b>N/A</b>	<b>41 WEC AJ6M3U</b>	<b>12/16/2023</b>	<b>12/16/2024</b>	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> <b>OTH-ER</b> <b>E.L. EACH ACCIDENT \$ 1,000,000</b> <b>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</b> <b>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</b>
<b>B</b>	<b>Physical Damage</b>			<b>22 UEC AF3846</b>	<b>09/21/2023</b>	<b>09/21/2024</b>	<b>Comp/Coll Ded 1,000</b>
<b>B</b>	<b>Physical Damage</b>			<b>22 UEC AF3846</b>	<b>09/21/2023</b>	<b>09/21/2024</b>	<b>Limit per Vehicle ALS</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Contractor is required to add "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory" to the certificate of insurance.

(continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER****CANCELLATION**

<b>County of Ramsey</b> <b>2015 Van Dyke St.</b> <b>Maplewood, MN 55109</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <b>(TWB)</b>
---	--

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# ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Brownrigg LLC</b>		NAMED INSURED <b>Rent.Fun LLC</b>	
POLICY NUMBER <b>N/A</b>			
CARRIER <b>Multiple Carriers</b>	NAIC CODE		
		EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)  
 Waiver of subrogation for Contractors General Liability and Workers Compensation applies in favor of the additional insured.

Business Record Details »

Minnesota Business Name

Rent.Fun LLC

Business Type

Limited Liability Company (Domestic)

MN Statute

322C

File Number

1456866500026

Home Jurisdiction

Minnesota

Filing Date

2/21/2024

Status

Active / In Good Standing

Renewal Due Date

12/31/2025

Registered Office Address

1010 DALE ST N  
SAINT PAUL, MN 55117-5603  
USA

Registered Agent(s)

C T Corporation System Inc.

Mailing Address

120 W MAIN ST STE 300  
NORTHVILLE, MI 48167-1584  
USA

Filing History

Filing History

Select the item(s) you would like to order: 

Order Selected Copies

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	2/21/2024	Original Filing - Limited Liability Company (Domestic) (Business Name: Rent.Fun LLC)	

# Suspended/Debarred Vendor Detailed Information

Minnesota Rules Part 1230.1150, Subpart 6 (<https://www.revisor.mn.gov/rules/1230.1150/>) requires the Office of State Procurement to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment.

The vendors listed below may be currently suspended or debarred, or have a suspension or debarment end date within the past three years. Click the vendor name for complete details.

**NOTE:** Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1)

(<https://www.revisor.mn.gov/rules/1230.1150/>) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

See vendors debarred by federal government agencies (<https://sam.gov/content/exclusions>).

Results 1 - 5 of 5

5Way Contractors Inc

Garson Group

Green Nature-Cycle, LLC.

Snowmen Inc.

Treasure Enterprise, Inc.

## Bollinger, Karen N

**From:** Bollinger, Karen N  
**Sent:** Tuesday, January 30, 2024 7:25 AM  
**To:** Chris Rosenberg  
**Subject:** RFQ-PRK23712-0-2023/KB Self-Service Watercraft Rentals  
**Attachments:** Supplier Portal Form Updates.pdf; fw9.pdf; RC ACH Vendor Form.pdf

Hello Chris,

Congratulations! We have completed our evaluation for RFQ-PRK23712-0-2023/KB Self-Service Watercraft Rentals and are recommending an award to your organization Rent.Fun.

**This is not a contract.** No work can start until after the Agreement is signed by your authorized representative and the County.

What should you do next?	<p>Complete the attached form(s) and send back to County Procurement as soon as possible, but no later than <b>5 business days</b> from date of email.</p> <ul style="list-style-type: none"><li>• <b>ACH Direct Deposit Authorization</b></li><li>• <b>W9 Form</b></li><li>• <b>Supplier Portal Contractor Registration Form</b></li><li>• <b>Certificate of Insurance with additional insured language below</b></li></ul> <table><tr><td>Commercial General Liability</td><td>Limit: <b><u>\$1,000,000/\$2,000,000</u></b></td></tr><tr><td>Products/Completed Operations</td><td>Limit: <b><u>\$2,000,000</u></b></td></tr><tr><td>Personal Injury and Advertising Liability</td><td>Limit: <b><u>\$1,000,000</u></b></td></tr><tr><td>Auto (owned, hired, and non-owned)</td><td>Limit: <b><u>\$1,000,000</u></b></td></tr><tr><td>Workers Compensation/Employers Liability</td><td>Limit: <b><u>\$500,000/\$500,000/\$500,000</u></b></td></tr><tr><td>Cyber Liability/Network Security</td><td>Limit: <b><u>\$1,000,000/\$2,000,000</u></b></td></tr></table> <p><b>**REQUIRED** Additional Insured Language:</b> <u>The Contractor is required to add "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory" to the certificate of insurance.</u> <b>**REQUIRED** Waiver of subrogation:</b> Waiver of subrogation for Contractors General Liability and Workers Compensation applies in favor of the additional insured.</p>	Commercial General Liability	Limit: <b><u>\$1,000,000/\$2,000,000</u></b>	Products/Completed Operations	Limit: <b><u>\$2,000,000</u></b>	Personal Injury and Advertising Liability	Limit: <b><u>\$1,000,000</u></b>	Auto (owned, hired, and non-owned)	Limit: <b><u>\$1,000,000</u></b>	Workers Compensation/Employers Liability	Limit: <b><u>\$500,000/\$500,000/\$500,000</u></b>	Cyber Liability/Network Security	Limit: <b><u>\$1,000,000/\$2,000,000</u></b>
Commercial General Liability	Limit: <b><u>\$1,000,000/\$2,000,000</u></b>												
Products/Completed Operations	Limit: <b><u>\$2,000,000</u></b>												
Personal Injury and Advertising Liability	Limit: <b><u>\$1,000,000</u></b>												
Auto (owned, hired, and non-owned)	Limit: <b><u>\$1,000,000</u></b>												
Workers Compensation/Employers Liability	Limit: <b><u>\$500,000/\$500,000/\$500,000</u></b>												
Cyber Liability/Network Security	Limit: <b><u>\$1,000,000/\$2,000,000</u></b>												
What the county will do next?	<ul style="list-style-type: none"><li>• Verify your organization's Minnesota Secretary of State registration.</li><li>• Upon receipt and verification of the above forms, an Agreement will be prepared and sent to you for review, approval, and electronic signature through the County's Supplier Portal.</li></ul>												

**Next Steps**  
Please send

us the required documents listed above as soon as possible. Finally, ensure the organization's name and address matches on all the forms submitted.

If you have any questions, please contact me by email. We look forward to working with you.

**Karen Bollinger, NIGP-CPP, CPPB**  
**Principal Procurement Specialist**  
Finance | Strategic Team

651-266-8077

121 7th Place East, Suite 4000, St. Paul, MN 55101



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**Ramsey County Hosting and/or Cloud Services and Security Standards**  
**(For Reference)**

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County's operations, as may be further described in the County's system architecture specifications, or as mutually agreed to by the Parties.
  - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor's security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County's request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
  - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
  - 1.7. **Fix Errors.** Contractor will use Contractor's best efforts to promptly remedy any failure of the Services.

**2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).

**3. Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:

**3.1. Access.** Contractor will provide access to Contractor's client portal, monitoring and alerting of the County's servers, as well as the processes and services being executed by such servers by Contractor's Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor's Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.

**3.2. Monitoring and Detection.** Contractor will provide monitoring and alerting by Contractor's Network Operations Center on a 24 x 7 x 365 basis of Services.

**3.3. Equipment Monitored.** The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

**3.3.1 Additional Equipment.** If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as "fit for purpose" by Contractor before it is covered under this Hosting Security Exhibit.

**3.3.2 Equipment Retirement.** If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

**3.3.3. County To Provide Access.** The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

**3.4. Notification.** Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's monitoring results.

**3.5. Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services.

**3.6. Communication with Network Operations Center.** The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.

**3.7. Initiation of Client Portal Tickets.** Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..

**4. Operating System Patch Services.** Contractor will provide the following Services with respect to operating system Patches:

- 4.1. Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.
- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term "Patch" means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County's express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws. Contractor's Security Program includes, at a minimum:
  - 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - 6.2.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to

systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and

**6.4.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

**6.5.** Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

**7. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.

**8. Audit.** County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

**9. Mobility and Transfer of Data.** No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.

**10. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

**11. Segmentation.** Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

**12. Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

**13. Penetration Testing.** Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.

**14. Security Policies.** Contractor's security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy

- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

**15. Hosting Security Standards.** The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") include:

- Physical Security
  1. Video cameras
  2. Motion sensors
  3. Fire sensors
  4. Locked doors with controlled access
  5. Manned reception area
  6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor's Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.



The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security

1. Every connection to an external network is terminated at a firewall.
2. Network devices are configured to prevent communications from unapproved networks.
3. Network devices deny all access by default.
4. Security patches are regularly reviewed and applied to network devices.
5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
6. Communication through a network device is controlled at both the port and IP address level.
7. There is a documented standard for the ports allowed through the network devices.
8. Contractor prevents unauthorized devices from physically connecting to the internal network.
9. There is an approval process to allow the implementation of extranet connections.
10. There are regular scans for rogue wireless access points.
11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
12. Contractor subscribes to Contractor's Agent's dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
13. The Data Center is compliant with SOC-1 and SOC-2.

**16. Backup.** Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

- Full backups of the County's repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.

- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

**17. Disaster Recovery.** Contractor's Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

**18. County Data.** The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

**18.1.** "Transition Services" means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

**18.2.** "Transition Services Period" means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

**18.3.** “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

**18.4. Transition Services.** In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

**19. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

## **20. Warranties.**

**20.1.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise

harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

**20.2.** Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor's sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor's failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

**20.3.** Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.