



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Sheriff's Office, 425 Grove Street, Saint Paul, MN 55101 ("County") and Taher, Inc., 5570 Smetana Drive, Minnetonka, MN 55343, registered as a S Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from June 24, 2025 through June 23, 2027 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.

The Contractor's Proposal response dated April 15, 2025 (the "Proposal") is incorporated herein by reference. The County's Request for Proposals RFP-SHRF-23870 entitled Micro Market Services dated March 12, 2025 (the "RFP") is incorporated herein by reference.

The Contractor and the County shall mutually agree upon a kick-off meeting the week of July 6, 2025. The Contractor shall conform to a seven (7) calendar day or less installation and system go-live on or about July 31, 2025.

#### A. General

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of micro market services for county staff and the general public. In the event that the system hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the system hardware and

software.

#### **B. Ramsey County Secure Technology Solutions**

Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, the County expects Contractors to use industry best practices for security and compliance controls. Therefore, contractors must:

1. Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practices and applicable privacy laws.
2. Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
3. Undergo an annual vulnerability assessment (internal and external) via an independent third party.
4. Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support defined incident management policies and procedures aligned with industry best practices.

The Contractor and the County understand and agree that the System is a centralized off premises solution, therefore, the *Ramsey County Secure Technology Solutions* attached to the RFP is not applicable.

#### **C. Technical Questionnaire**

The Contractor and the Contractor's system shall comply with the *Ramsey County Technology Questionnaire* that was submitted by the Contractor as part of its proposal response to the County's Request for Proposals RFP-SHRF-23870 entitled Micro Market Services dated March 12, 2025.

#### **D. Ramsey County Security Exhibits.**

The Contractor and Contractor's system shall comply with the *County's Hosting Security Exhibit* attached hereto and made a part of this Agreement as **Attachment A** and the *County's Information Security Exhibit* attached hereto and made a part of this Agreement as **Attachment B**.

#### **E. Micro Market Service Requirements**

The Contractor and the Contractor's system shall conform to all requirements set forth in the *Micro Market Service Requirements* attached hereto and made a part of this Agreement as **Attachment C**.

#### **F. Project Services**

##### **1. Project Management**

The Contractor shall implement the system in phases, where necessary, using a traditional project management approach. The Contractor shall provide project

management services throughout the entire Project consistent with project management best practices, to ensure that the project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

## 2. Documentation

All documents including project plans, phase documentation, training materials and System documentation delivered to the County shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

## 3. Project Phases

### Phase I – Planning

Within a mutually-agreed to time period after execution of this Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting, provide a high-level Project Schedule / Work Plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful "go live" date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan.

### Phase II – Design

Design documents should consist of a Fit/Gap Analysis that describes any development or configuration that is needed to meet the requirements of the RFP as well as an Interface / Integration Plan and a Data Conversion / Migration plan.

Deliverables: Design documents that consist of a Fit / Gap Analysis that identify any development or configuration needed to the System, Interface/Integration Plan, and a Data Conversion / Migration plan.

### Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the System. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured System ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to System testing.

### Phase IV - System Testing and Acceptance

a. Upon determination by the Contractor that the system has been successfully installed in a test environment and all environments perform in accordance with the provisions of this Agreement, including the system documentation, the County shall commence a mutually agreed to System Testing and Acceptance period ("Testing Period").

b. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.

c. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured System installed in a Test Environment; Testing Defect Report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully migrated, tested and accepted legacy system data.

#### Phase V – Deployment

Upon receipt of County's System Acceptance and all other pre- deployment services, the Contractor will fully deploy the System in a production environment.

Deliverables: Successful deployment of the System in the production environment.

#### 4. Deliverable Acceptance Process

All Deliverables identified in this Agreement will be subject to the following Deliverables Acceptance Process:

a. When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of this Agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* ("NOA"), a sample of which was attached to the RFP. Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as "cause" for termination of this Agreement.

b. Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

#### 5. County Ownership

All right, title and interest to the System Deliverables created by Contractor under this Agreement shall be owned by the County.

Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan,

User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

#### **G. Warranty**

1. The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the Agreement and the System documentation. Warranty services shall be consistent with this requirements described below in **Section I. Support**.
2. The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under this Agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under this Agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with this Agreement is strictly required.
4. During the term of this Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of this Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
5. The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.
6. The Contractor must warrant that as provided by Contractor, the system will not at any time during term of this Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the system.
7. The Contractor must warrant that the system will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in this Agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

## **H. Maintenance Services**

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of this Agreement.
2. Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.
3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

## **I. Support**

1. During the term of this Agreement, the Contractor will provide software support (Example: 8:00AM – 5:00PM Central Time Monday - Friday, excluding County holidays). Said support shall include direct phone support, e-mail support or other channels as appropriate.
2. The system must be supported by a redundant backup site with seamless failover capabilities.
3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.
4. The Contractor must provide support staff contact information, hours of operations and after-hours support procedures. Such information must be published and be kept current.
5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.
6. The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.

7. The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non- critical system failures.

System failures are defined as:

8. Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

Non-critical issues affect minor functionality of system and have an easy work-around.

9. The Contractor shall provide a method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.

10. The Contractor shall provide a method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.

11. The technical support solution offered by the Contractor must be approved by the Adult Detention Center administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the ADC administrator or designee, the Contractor must find another solution that is acceptable to the Adult Detention Center administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of this Agreement.

12. Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Adult Detention Center administrator or designee.

13. Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not be limited to periodic inspections, tests and adjustments.

14. Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of this Agreement.

#### **J. Stocking Schedule**

The Contractor shall stock all Ramsey County micro market locations according to a structured, data-informed schedule designed to ensure product availability while minimizing disruption.

All sites are supported by live product tracking through Contractor's vending management software, allowing the Contractor's team to monitor sell-through and proactively respond to usage spikes. Should any issues arise between scheduled service windows, County staff have direct access to Contractor's service line for immediate support or replenishment requests.

The Contractor shall adhere to the following stocking schedule:

1. **Law Enforcement Center and Adult Detention Center**

Address: 425 Grove Street, Saint Paul, MN 55101

Market location: staff hallway and staff lunchroom

Schedule: Serviced daily, Monday through Friday, by a dedicated route driver based in Plymouth, MN. Inventory is checked and restocked each morning during standard business hours.

2. **Ramsey County Sheriff's Office Patrol Station**

Address: 1411 Paul Kirkwold Drive, Arden Hills, MN 55122

Market location: staff lunchroom

Schedule: Serviced 1-2 times weekly, depending on traffic and consumption trends. A second delivery will be added if real-time inventory data indicates elevated product movement.

3. **Ramsey County Sheriff's Water Patrol Station**

Address: 5 South Owasso Boulevard, Little Canada, MN 55117

Market location: staff hallway

Schedule: Serviced bi-weekly, adding additional deliveries for events or population surges. The Account Manager will coordinate directly with the County staff to adjust service as conditions change.

The County reserves the right to add, delete, or modify the number of micro markets and locations throughout the term this Agreement.

**K. Subcontractors**

The Contractor may not use subcontractors to perform the work under this Agreement.

**I. CONTRACT MANAGEMENT**

The following staff are the points of contact for managing this Agreement:

**County:**

Megan Schaefer, Planning Manager  
Ramsey County Sheriff's Office  
Law Enforcement Center  
425 Grove Street, Saint Paul, Minnesota 55101  
Office: 651-266-9374  
Mobile: 651-775-6469  
Email: megan.schaefer@co.ramsey.mn.us

**Contractor:**

Mike Border, Account Manager  
Phone: 763-458-4424  
Email: m.border@taher.com



**2.2.**

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.

**2.3.**

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.

**2.4.**

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:

The County and the Contractor shall confirm to the *Product and Pricing List* attached hereto and made a part of this **Agreement D**.

The County will NOT accept or allow commission to be paid to the County under this Agreement.

**Post Award Pricing**

Pricing shall not change during the first twelve (12) months after the commencement date of this Agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of this Agreement, the Contractor may submit a price change request to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee. In no event shall the percentage of increase exceed the allowable percent change passed on the Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – Minneapolis-St. Paul-Bloomington, MN-WI, Food Away From Home. Labor Statistics. The increase will be based on the annual adjustment listed for the previous year or a cap of 3% whichever is less.

## 5. Special Conditions

### 5.1.

The order of governance regarding the Terms and Conditions shall be:

- 1) Ramsey County Professional Services Agreement RC-000664
- 2) Attachment A – County’s Hosting Security Exhibit
- 3) Attachment B – County’s Information Security Exhibit
- 4) Attachment C – Micro Market Service Requirements
- 5) Exhibit 1 - CJIS Security Addendum and
- 6) Exhibit 2 – CJIS Security Addendum Certification

## 6. County Roles and Responsibilities

The County shall provide a staff member who will serve as the contact for project management. Access to subject matter experts will be provided as determined necessary by the department contact.

## 7. Contracting for Equity

### 7.1. 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.

### 7.2. 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."*

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

#### **7.3.1.**

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.

#### **7.3.2.**

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

#### **7.3.3.**

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:

**7.3.3.1.**

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

**7.3.3.2.**

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

**7.3.3.3.**

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.

**7.4. 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.

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

### **8.1. Payment**

#### **8.1.1.**

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

#### **8.1.2.**

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

### **8.2. Application for Payments**

#### **8.2.1.**

The Contractor shall submit an invoice upon completion of services.

#### **8.2.2.**

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

#### **8.2.3.**

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.

#### **8.2.4.**

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.

#### **8.2.5.**

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

#### **8.2.6.**

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.

### **8.3. 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.

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

#### **8.4.1.**

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.

#### **8.4.2.**

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.

#### **8.4.3.**

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.

### **8.5. Compliance With Legal Requirements**

#### **8.5.1.**

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.

#### **8.5.2.**

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.

### **8.6. Data Practices**

#### **8.6.1.**

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.

**8.6.2.**

The Contractor designates Bruce Taher 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.

**8.6.3.**

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.

**8.7. Security**

**8.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

**8.7.2.**

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.

**8.7.3.**

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.

**8.7.4.**

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.

**8.7.5.**

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

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

**8.8.1.**

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.

**8.9. 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.

**8.10. Prison Rape Elimination Act (PREA)**

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges



that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

## **8.11. Contractor's Insurance**

### **8.11.1.**

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.

### **8.11.2.**

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.

### **8.11.3.**

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.

#### **8.11.3.1.**

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.

### **8.11.4. 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.

**8.11.5.**

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.

**8.11.6.**

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.

**8.11.7.**

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.

**8.11.8.**

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.

**8.11.9.**

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.

**8.11.10.**

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-.

**8.11.11.**

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.

**8.11.12.**

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.

**8.11.13.**

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

**8.12.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.

**8.13.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:**

Megan Schaefer, Planning Manager, 425 Grove Street, Saint Paul, MN 55101

**Contractor:**

Bruce Taher, CEO & President, 5570 Smetana Drive, Minnetonka, MN 55343

#### **8.14.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.

#### **8.15.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.

#### **8.16.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.

#### **8.17.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.

#### **8.18.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.

#### **8.19.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.

## **8.20.Termination**

### **8.20.1.**

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.

### **8.20.2.**

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.

### **8.20.3.**

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.

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

### **8.21.1.**

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.

### **8.21.2.**

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.

## **8.22.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.

## **8.23.Infringement**

### **8.23.1.**

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.

### **8.23.2.**

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 injunction 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.

## **8.24.Ramsey County Cooperative Contract**

This is a Ramsey County Cooperative Contract available to all Ramsey County departments.

## **8.25. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

## **8.26.Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

### **8.26.1.**

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### **8.26.2.**

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.

### **8.26.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **8.26.4.**

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **8.26.5.**

**Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)**--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

## **8.27. 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.

## **8.28. 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.

## **8.29. 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.

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

## **9.1.**

### **Payment Card Industry Compliance**

In addition to section 8.8.1 above, Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.

### **Contractor's Personnel**

Contractor shall ensure that during the term of this Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in this Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to this Agreement without prior written consent of the County.

### **CJIS Requirements**

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have



authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at [BCACJISSATScreening@state.mn.us](mailto:BCACJISSATScreening@state.mn.us) to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under this Agreement.

Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to this Agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum*, **Exhibit 1** and the *CJIS Security Addendum Certification*, **Exhibit 2** as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 1** and **Exhibit 2** are attached and made a part of this Agreement.

**Professional Services Agreement #: RC-000664**  
**Attachment A – County’s Hosting Security Exhibit**

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).

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**Attachment A – County’s Hosting Security Exhibit**

**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.

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- 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

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**Attachment A – County’s Hosting Security Exhibit**

**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.

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**Attachment A – County’s Hosting Security Exhibit**

**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

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**Attachment A – County’s Hosting Security Exhibit**

- 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

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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.



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- 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

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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

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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.

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor's Agent, Contractor shall ensure that such Contractor's Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. 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:

  - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - B.** 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;
  - C.** 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 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
  - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's

Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County Data.

- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County Data, to any third party unless it is a Third Party Service Provider or Contractor's Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor's Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Data Incident, Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in the section below. Contractor shall not share County Data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor's Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. 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.
- 7. 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.

- 8. 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.
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's client guide and/or Information Security Policy which have been provided to the County and are herewith included herein by this reference. The Contractor shall not modify its client guide and/or Information Security Policy 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 and this Information Security Exhibit. 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.
- 10. 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.
- 11. 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.
- 12. Anti-Malware Warranty.** 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.

**13. Mobility and Transfer of Data.** No 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.

**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. 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 wherever 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.



**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

**A. Contractor's Staff**

1. All matters pertaining to the recruitment, screening, hiring, and retention shall be the responsibility of the Contractor. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.
2. The Contractor shall employ sufficient and suitable staff to ensure micro markets are stocked appropriately including adequately trained relief personnel to substitute for absent employees.
3. The Contractor shall ensure all staff shall be readily identifiable as employees of the Contractor (by uniform or ID badge, etc.). All personnel shall maintain proper hygiene.
4. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to the resulting agreement and such request shall not be unreasonably refused by the Contractor.
5. The Contractor shall ensure the micro-markets shall not require any on-premise staffing. Customers shall be able to purchase items utilizing self-pay station(s).

**B. Background Checks**

The Contractor and sub-contractors shall comply with the following screening and security requirements:

1. All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.
2. The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.
3. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or

**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

directives may be escorted from the building and such action may be cause for termination of the resulting agreement.

**C. Equipment**

1. All equipment furnished by the Contractor shall be new, like new or refurbished with the most current tamperproof non-re-settable meters. New and like new equipment shall be no more than two (2) years old and refurbished equipment shall be no more than five (5) years old. All delivery and installation costs shall be the responsibility of the Contractor.
2. The Contractor shall provide a minimum of one (1) pay station at each location that accepts credit/debit/payment cards.
3. The Contractor, and their merchant services provider, shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.
4. All equipment shall be energy efficient or energy star rated.
5. All equipment must have the proper environmental controls to assure products are stored at the appropriate temperatures.
6. All equipment shall conform to all applicable local, State, and Federal safety laws and requirements.
7. All equipment shall be installed so as to present an attractive, flush-front, matched and uniform configuration.
8. All equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting.
9. The Contractor shall make necessary site visits to determine available space for equipment installation, available utility connections, and proposed arrangement, capacity, kiosks, displays, etc., prior to the commencement the resulting agreement.
10. All equipment shall be delivered, installed and operational at all locations no later than the anticipated system go live date on or about September 1, 2025.
11. The Contractor shall not add or place any equipment without prior written approval from the County.

**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

12. The County has the right to require the Contractor to replace any equipment that does not present an attractive and clean appearance or that do not meet the requirements in this RFP.

**D. Equipment Maintenance and Repairs**

1. The Contractor shall maintain, repair and keep all equipment in proper working order.
2. A program of inspection, preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor.
3. The Contractor shall provide contact information to report problems and posted on all equipment. The County shall expect prompt service and resolution from the Contractor in response to equipment that is not operational, problems related to lost monies, equipment failure, or product complaints.
4. The Contractor shall have trained, competent service personnel available so that repairs will be accomplished within twenty-four (24) hours of initial notification by the County or customer.
5. Lost, stolen or damaged equipment or products shall be replaced or repaired at no cost to the County.
6. Product loss caused by any power outages is at Contractor's risk; County has no responsibility thereof.

**E. Hours of Operation / Building Access**

1. The Contractor shall ensure the hours of operation for the micro markets to be twenty-four (24) hours per day, seven (7) days per week.
2. All micro markets must be stocked during standard hours of operation (M-F 7:30am-4:30pm CST/CDT including County observed holidays).
3. Weekend stocking may be allowed only if previously arranged/scheduled with the County.

**F. Post Award Pricing**

1. Pricing shall not change during the first twelve (12) months after the commencement date of the resulting agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of the agreement, the Contractor may submit a price change request to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price

**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee. In no event shall the percentage of increase exceed the allowable percent change passed on the Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – Minneapolis-St. Paul-Bloomington, MN-WI, Food Away From Home. Labor Statistics. The increase will be based on the annual adjustment listed for the previous year or a cap of 3% whichever is less.

**G. Product Offerings**

Throughout the term of the resulting agreement, the Contractor should adjust product selection and stocking schedules based on actual sales results/customer preference.

The Contractor shall provide the following products, but not limited to:

**1. Beverages**

**a. Cold Beverages**

The following types of cold beverages must be stocked:

- A variety of Coca-Cola and/or Pepsi products (regular, diet/low-calorie, and caffeine free);
- Name brands of iced teas (regular, diet/low-calorie, and caffeine free);
- Name brands of juices and include a variety of 100% pure juices and less expensive juice blend beverages (regular, and diet/low-calorie);
- Name brands of bottled water, flavored and vitamin enriched water;
- Gatorade, name brand energy drinks, and/or similar sport drink beverage products (regular, and diet/low-calorie).

All beverages must be provided in 12 and/or 16 oz. recyclable aluminum cans and/or 20 oz. plastic bottles.

**2. Healthy Choices**

The County has a wellness program in place for all employees providing them the opportunity to obtain and track information on key health indicators, and to participate in fitness, nutrition, and other wellness type programming. Therefore, the County requires a selection of healthy choices to be stocked in the micro-markets.

**3. Snacks**

The Contractor shall stock a variety of pre-packaged brand name products including but not limited to: chips (regular, baked potato chips, corn chips), crackers, cookies, pastries, popcorn, pretzels, nuts, candy, candy bars, and meat and cheese products.

**4. Additional Product Offerings**

**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

The Contractor may offer and provide additional food and beverage products that may be cold or heated. Cold products offerings may include, but are not limited to: sandwiches, salads, fruit. Heated products may include, but are not limited to: breakfast, lunch, and dinner foods, soup products, and other heat and eat entrée items.

**H. Quality Control**

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

1. The Contractor shall meet monthly in-person or via remote technology with the Adult Detention Center administrator or designee to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations.
2. The Contractor shall meet monthly for no less than the first six (6) months of the contract and may be adjusted to quarterly meetings after the six (6) months at the discretion of the Adult Detention Center administrator or designee.
3. Failure of the Contractor to participate in these meetings may be cause for termination of contract.

**I. Reports**

1. The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:
  - a. Description of items purchased
  - b. Quantity of items purchased
  - c. Frequency of items purchased
  - d. Individual cost per item
  - e. Monthly total cost per item
  - f. Year to date quantity per item
  - g. Year to date total cost per item
2. The Contractor shall provide usage reports at each monthly in-person meeting at the Adult Detention Center.
3. The County reserves the right to request additional reports as needed.

**J. Sanitation/Debris Removal**

1. Sanitation - The Contractor shall maintain in a sanitary condition all equipment both inside and outside.

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

2. Debris Removal - The Contractor shall remove all waste packaging, master cartons, boxes, etc., from the service and storage areas.

**K. Security Provisions to Prevent Product Theft and Tampering**

1. The Contractor bears all risk for product loss, including caused by theft or product tampering. Contractor's proposal should include security provisions included in its micro-market that help deter/prevent theft and tampering.

**L. Signage**

1. The Contractor will be responsible for the cost and installation of any signs, advertising, or promotions, etc. All signs, advertising or promotions must be approved by the County.

**M. Stocking Schedule**

1. The Contractor shall submit with their RFP response submittal their schedule for stocking the micro markets. The schedule shall be approved by the Adult Detention Center's administrator or designee.
2. The Contractor shall ensure that stocking services do not decrease due to a holiday.

**N. Utilities, Pest Control, and Janitorial Cleaning**

1. The County will provide electricity, lighting, heating and air conditioning to designated premises; however, the County will not be liable for any problems, loss of product, etc. arising from a temporary interruption of service, power failure or like causes. The County will be diligent in restoring service following an interruption.
2. The County shall be responsible for the costs of insect and pest control in the micro-market and storage areas.
3. The County will provide janitorial cleaning services for hallways and floors in the micro-market service area. However, the Contractor shall be responsible for cleaning of its micro-market machines/equipment/service counters/supplies, etc.

**O. Other Requirements:**

1. Refunds/Returns – The Contractor shall be responsible for reimbursing customers for money lost through equipment malfunction and stale or spoiled products. Contractor shall provide a method for providing refunds. Details regarding Contractor's reimbursement method(s) shall be outlined in their proposal.
2. Microwave Ovens – Where food products are sold that require/allow for heating, the Contractor will be required to provide microwave ovens; minimum of one (1) unless otherwise agreed upon. Microwave ovens shall be commercial grade, Energy Star rated, and designed to comply with all applicable regulations and standards. Contractor must clean on a regular basis and service or replace microwaves when needed.
3. Inventory Rotation

**PROFESSIONAL SERVICES AGREEMENT #: RC-000664**

**ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS**

- a. Contractor shall be responsible for ensuring that all equipment is serviced regularly to ensure that product is fresh, free from defect/spoilage and does not exceed code date or expiration date.
  - b. Products should be rotated on a regular basis to provide variety to the customer. An ample stock of products is to be maintained in all kiosks during each day. Products found to be below standards or quality due to age, freshness, size or taste, shall be removed immediately, upon discovery or upon demand of the County, and replaced with fresh products.
  - c. Labeling of all products shall comply with all applicable regulations for packaging, labeling, ingredient listing and standards. All perishable food shall be marked with an expiration date or code.
  - d. The Contractor shall be responsible for all loss of stale products, spoilage and shrinkage and shall not penalize the County for such losses.
4. Damage to Property – Any damage or destruction to the County's property and/or equipment/supplies due to acts, errors, or omissions of the Contractor, or their employees or agents, must be promptly reported to County's designee. Contractor is financially responsible for any such damage. The County will make all necessary repairs or replacement and Contractor shall promptly reimburse the County for any and all costs.
5. Supplies  
County personnel will not assist in unloading or transferring products to the micro-market.
6. Additional Services - The County reserves the right throughout the term of the resulting Agreement to add, delete or acquire other products or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. Any contract amendments for the additional products or services will pertain only to those requested and will not result in any further renegotiation of the existing contract terms and conditions.

ATTACHMENT D - PRODUCT AND PRICING LIST

All products with pricing, item size, and brand name

PRODUCT	PRICE
Awake Caffeinated Chocolate w/Caramel Bar	\$2.75
Black Forest Juicy Burst 2.25 oz	\$1.25
Butterfinger 1.9oz	\$1.75
Haribo Gummy Bears Gold 5 oz	\$2.50
Hershey's Heath Bar 1.4 oz	\$1.75
Jolly Rancher Gummies 7 oz	\$3.00
Kit Kat BigKat 1.5 oz	\$1.75
M&M's Peanut 1.74 oz	\$1.75
M&M's Peanut Butter Chocolate 1.63 oz	\$1.75
Milky Way 1.84 oz	\$1.75
Pearson's Salted Nut Roll 1.8 oz	\$1.75
Reese's Peanut Butter Cups 1.5 oz	\$1.75
Skittles Fruit 2.17 oz	\$1.75
Skittles Gummies Original 5.8 oz	\$3.00
Snickers 1.86 oz	\$1.75
Swedish Fish 3.6oz	\$1.75
Trolli Sour Brite Crawlers 5oz	\$2.50
Trolli Sour Brite Crawlers Minis 2oz	\$1.75
Twix Caramel Cookie Bar 1.79 oz	\$1.75
Cheetos Crunchy LSS 2 oz	\$1.09
Cheetos Flaming Hot LSS 2 oz	\$1.09
Chex Mix Cheddar 3.75 oz	\$2.50
Doritos - Spicy Sweet Chili - 1.75Oz	\$1.09
Doritos Cool Ranch LSS	\$1.09
Doritos Nacho Cheese Chip LSS 1.75 oz	\$1.09
Doritos Sweet & Tangy BBQ 1.75oz	\$1.09
Fritos Flavor Twists Honey BBQ 2 oz	\$1.09
Fritos Original LSS 2 oz	\$1.09
Funyuns Onion Snacks 1.875 oz	\$2.00
Herr's Jalapeno Poppers Cheese Curls 1 oz	\$1.09
Lay's Baked Original 1.125oz	\$1.09
Lay's Classic LSS 1.5 oz	\$1.09
Lay's Sour Cream & Onion LSS 1.5 oz	\$1.09
Miss Vickie's Jalapeno 1.3 oz	\$1.09
Miss Vickie's Sea Salt & Vinegar 1.3 oz	\$1.09
Miss Vickie's Smokehouse BBQ 1.3 oz	\$1.09
Miss Vickie's Spicy Dill Pickle 1.37oz	\$1.09
Munchies Flamin' Hot 2 oz	\$1.09
Oven Baked Ruffles Cheddar & Sour Cream 1.125 oz	\$1.09
Porkie Hot Pork Rinds 1.75 oz	\$1.09



Pringles Mingles Sharp White Cheddar & Ranch 2 oz	\$2.00
Pringles Original 2.36 oz	\$2.00
Pringles Pizza 2.5 oz	\$2.00
Pringles Sour Cream & Onion 2.5 oz	\$2.00
Ruffles Cheddar & Sour Cream 1.5 oz	\$1.09
Sun Chips Garden Salsa 1.5 oz	\$1.09
Sun Chips Harvest Cheddar 1.5 oz	\$1.09
TGIF Potato Skins Sour Cream & Onion 3 oz	\$2.25
Tostitos Crispy Rounds 3 oz	\$1.09
Fairlife 2% Chocolate Milk 14oz	\$3.09
Fairlife 2% Reduced Fat Strawberry Milk 14oz	\$3.09
Fairlife 2% Milk 14oz	\$3.09
Blue Bunny Strawberry Shortcake Ice Cream Bar 4 oz.	\$2.25
Blue Bunny Big Neapolitan Bar 6 oz	\$2.25
Cheesewich Colby Jack & Hard Salami 2.5oz	\$3.25
Cheesewich Pepper Jack & Hard Salami 2.5oz	\$3.25
Chobani Greek Yogurt Blueberry 5.3 oz	\$2.99
Chobani Greek Yogurt Strawberry Banana	\$2.99
Don Miguel Chicken & Cheese Burrito 7 oz	\$3.25
Easy Eggs 2ct 3.17oz	\$2.25
El Monterey XXL Red Hot Beef & Bean Burrito 10 oz	\$3.25
Fresh Seasons Turkey Club Wrap	\$6.25
Fresh Seasons Chef Salad	\$6.29
Fresh Seasons Chicken Caesar Wrap	\$6.25
Fresh Seasons Chicken Patty Burger	\$4.89
Fresh Seasons Chicken Salad Sandwich	\$4.50
Fresh Seasons Cranberry & Alm Pasta Salad	\$4.50
Fresh Seasons Egg Salad Sandwich	\$4.50
Fresh Seasons Ham & Cheddar Sliders	\$4.75
Fresh Seasons Ham & Cheese Sandwich	\$4.75
Fresh Seasons Ham & Swiss on Pretzel Bun	\$6.09
Fresh Seasons Ham, Egg, & Cheese Croissant	\$5.19
Fresh Seasons Cheese Burger	\$5.09
Fresh Seasons Chicken Caesar Salad	\$6.29
Fresh Seasons Roast Beef Reuben Sandwich	\$6.75
Fresh Seasons Sausage, Egg & Cheese Muffin	\$4.25
Fresh Seasons Turkey Club	\$6.75
Fresh Seasons Italian Ciabatta Melt	\$5.29
Fresh Seasons Power Pack	\$5.25
Fresh Seasons Roast Beef & Cheddar Croissant	\$5.50
Fresh Seasons Roast Beef Cheddar Melt	\$5.50
Fresh Seasons Spicy Italian Hoagie	\$5.29
Fresh Seasons Triple Double Breakfast Sandwich	\$4.89

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Fresh Seasons Turkey & Cheddar Sliders	\$4.75
Fresh Seasons Turkey & Cheese Sandwich	\$4.75
Fresh Seasons Turkey Onion & Chive on Bagel Sandwich	\$5.99
Fresh Seasons Yogurt, Granola & Blueberry Parfait	\$4.75
Grand Prairie Searin' Sriracha Bowl	\$4.75
Hillshire Genoa Salame Small Plate 2.76oz	\$5.00
Hillshire Italian Dry Salame	\$5.00
Hormel Compleats Chicken Alfredo 10 oz	\$4.50
Hormel Compleats Chicken Breast & Gravy with Mashed Potatoes	\$4.50
Jack Link's Cold Crafted Beef & Pepperjack 1.5 oz	\$2.75
Maruchan Instant Lunch Chicken 2.25 oz	\$1.00
Maruchan Instant Lunch Hot & Spicy Beef 2.25 oz	\$1.00
Maruchan Instant Lunch Hot & Spicy Chicken 2.25 oz	\$1.00
Maruchan Yakisoba Teriyaki Beef 4.0 oz	\$2.25
Oh Snap! Pickling Co. Dilly Bites 3.5 oz	\$2.00
P3 Turkey Almonds Colby Jack 2oz	\$3.50
Pierre Classic Grilled Cheese Sandwich 4.1 oz	\$4.25
Sargento Balanced Breaks Pepper Jack Cheese & Ritz - 1.5oz	\$2.25
Smucker's Uncrustable PB & Grape 2oz	\$1.89
Famous Amos Cookie Chocolate Chip 2 oz	\$1.09
Grandma's Chocolate Brownie Cookies 2.5 oz	\$1.09
Great Northern Baking Company Chocolate chip cookie	\$2.50
Great Northern Baking Company M&M Cookie	\$2.50
Keebler Fudge Stripe Minis 2oz	\$1.09
Austin Cheese Crackers with Cheddar Cheese 1.38 oz	\$1.09
Cheez-It Grooves Sharp White Cheddar 3.25 oz	\$2.89
Cheez-It Grooves Zesty Cheddar Ranch 3.25 oz	\$2.89
Cheez-It Snap'd Cheddar Sour Cream & Onion 2.2 oz	\$2.89
Cheez-It Snap'd Double Cheese 2.2 oz	\$2.89
Aquafina Water Bottle 20 oz	\$1.50
Arizona Fruit Punch Can 22 oz	\$1.75
Arizona Green Tea with Ginseng and Honey Can 22 oz	\$1.75
Arizona Watermelon Can 23 oz	\$1.75
Bang Blue Razz 16 oz	\$3.29
Bang Peach Mango 16 oz	\$3.29
Barq's Root Beer Bottle 20 oz	\$2.29
Body Armor Orange Mango 16 oz	\$2.89
Body Armor Strawberry Banana 16 oz	\$2.89
Bubbl'r Pitaya Berry Nect'r 12 oz	\$2.50
Bubbl'r Twisted Elix'r 12oz	\$2.50
Celsius Galaxy Vibe 12oz	\$3.50
Celsius Peach Vibe 12 oz	\$3.50
Celsius Retro Vibe 12oz	\$3.50

Celsius Tropical Vibe can 12 oz	\$3.50
Cherry Coke Bottle 20 oz	\$2.29
Coke Bottle 20 oz	\$2.29
Coke Can 12 oz	\$1.50
Dasani Water Bottle 20 oz	\$1.50
Diet Coke Bottle 20 oz	\$2.29
Diet Coke Can 12 oz	\$1.50
Diet Dr. Pepper Bottle 20 oz	\$2.29
Diet Mountain Dew Bottle 20 oz	\$2.29
Diet Mountain Dew Can 12 oz	\$1.50
Diet Pepsi Bottle 20 oz	\$2.29
Dole Strawberry Lemonade 20 oz	\$2.29
Dr. Pepper Bottle 20 oz	\$2.29
Gatorade Cool Blue Bottle 20 oz	\$2.29
Gatorade Frost Glacier Freeze Bottle 20 oz	\$2.29
Gatorade Frost Riptide Rush Bottle 20 oz	\$2.29
Gatorade Lemon Lime Bottle 20oz	\$2.29
Ghost Energy Sour Patch Kids Blue Raspberry	\$3.50
Lipton Brisk Lemon Iced Tea Bottle 20 oz	\$2.29
Manzanita Sol 12 oz	\$1.50
Minute Maid Orange Juice 12 Oz	\$2.25
Minute Maid Apple Juice 12oz	\$2.25
Minute Maid Cranberry/Apple/Raspberry Juice 12 oz	\$2.25
Monster Energy Juice Viking Berry 16 oz	\$3.29
Monster Energy Ultra Strawberry Dreams 16 oz	\$3.29
Monster Energy Ultra Vice Guava 16 oz	\$3.29
Monster Green Can 16 oz	\$3.29
Monster Juice Pacific Punch 16 oz	\$3.29
Monster Ultra Blue Hawaiian 16oz	\$3.29
Monster Ultra Sunrise Can 16 oz	\$3.29
Monster Ultra Zero 16 oz	\$3.29
Mountain Dew Baja Blast 20 oz	\$2.29
Mountain Dew Bottle 20 oz	\$2.29
Mountain Dew Can 12 oz	\$1.50
Mountain Dew Code Red Bottle 20 oz	\$2.29
Mountain Dew Livewire 20 oz	\$2.29
Mountain Dew Voltage Bottle 20 oz	\$2.29
Mountain Dew Zero Baja Blast 20oz	\$2.29
NOS Energy Drink 16oz	\$3.29
NOS Grape 16oz	\$3.29
Naked Blue Machine 15.2 oz	\$5.25
Naked Mighty Mango 15.2 oz	\$5.25
Naked Strawberry Banana 15.2oz	\$5.25

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Pepsi Bottle 20 oz	\$2.29
Pepsi Wild Cherry Bottle 20 oz	\$2.29
Pepsi Zero Wild Cherry 12oz	\$1.50
Pure Leaf Raspberry Tea Bottle 18.5 oz	\$2.50
Pure Leaf Sweet Tea Bottle 18.5 oz	\$2.50
Pure Leaf Unsweetened Lemon Tea 18.5 oz	\$2.50
Red Bull Can 12 oz	\$4.09
Red Bull Can 8.4 oz	\$3.50
Red Bull Sugar Free Can 8.4 oz	\$3.50
Red Bull Yellow Edition Tropical Can 12 oz	\$4.09
Reign Storm Strawberry Apricot	\$3.29
Reign Storm Valencia Orange	\$3.29
Rockstar Boom Whipped Strawberry 16oz	\$3.29
Rockstar Pure Zero Silver Ice Can 16 oz	\$3.29
Smart Water 9.5+pH Alkaline 20 oz	\$2.29
Smart Water Bottle 20 oz	\$2.29
Sprite Bottle 20 oz	\$2.29
Sprite Zero Bottle 20oz	\$2.29
Starbucks DoubleShot Energy Caramel Can 15 oz	\$5.50
Starbucks DoubleShot Energy Vanilla Can 15 oz	\$5.50
Starbucks Mocha Frappuccino Bottle 13.7 oz	\$5.50
Tahiti Treat Fruit Punch Bottle 20 oz	\$2.29
V8 100% Vegetable Juice 12 oz Bottle	\$2.00
Vitamin Water Power C Dragonfruit Bottle 20 oz	\$2.29
Vitamin Water Refresh Tropical Mango 20oz	\$2.29
Vitamin Water XXX Bottle 20 oz	\$2.29
Bellisio Michelina's Pizza Snack Rolls Pepperoni 6 oz	\$2.50
Big AZ Rack O Ribs 8.6 oz	\$4.50
Blue Bunny Chips Galore Ice Cream Sandwich 4.5 oz	\$2.25
Blue Bunny Classics Vanilla Ice Cream Sandwich 3.5oz	\$1.75
Blue Bunny Cookies N Cream Ice Cream Sandwich 4.5 oz	\$2.25
Grand Prairie Foods Pepperoni Pizza Calzone 7.5 oz	\$4.09
Hot Pockets Pepperoni Pizza 4 oz	\$2.25
Lean Cuisine Lasagna with Meat Sauce 10.5 oz	\$4.25
Pierre Spicy Breaded Chicken w/Cheese	\$4.50
Snickers Ice Cream Bar King Size 3.13 oz	\$2.25
Stouffer's Classics Chicken Parmesan 12oz	\$5.39
Stouffer's Macaroni & Cheese 12 oz	\$4.99
White Castle Cheeseburger 2 Pk. 3.66 oz	\$2.99
Clif Bar Chocolate Chip 2.4 oz	\$3.09
Clif Bar Crunchy Peanut Butter 2.4 oz	\$3.09
Gatorade Protein bar Cookies & Cream 2.8oz	\$3.75
Nature Valley Oats and Honey Granola Bar 1.5 oz	\$1.25

Orbit Wintermint Gum 2.25oz	\$2.25
Wrigley's Orbit Spearmint Gum 2.25oz	\$2.25
Jack Links Tender Bites Original 1 oz	\$2.75
Jack Links Tender Bites Teriyaki 1 oz	\$2.75
Klement's Beef Snack Sticks Pack	\$3.99
XVL SmartFood Doritos Popcorn 1.62oz	\$2.29
Best Maid Peanut Butter Crispy 2.8 oz	\$1.75
Big Texas Cinnamon Roll 4 oz	\$1.75
Cloverhill Strawberry Cheese Danish 4.25 oz	\$1.85
Little Debbie Cosmic Brownie 4 oz	\$1.09
Mrs Freshley's Donut Sticks Glazed 2.75 oz	\$1.75
Mrs. Freshley's Chocolate Cupcakes 2pk 4 oz	\$1.75
Mrs. Freshley's Chocolate Mini Donuts 3.3 oz	\$1.75
Mrs. Freshley's Crunch Mini Donuts 3.4 oz	\$1.75
Mrs. Freshley's Jumbo Honey Bun Original 5 oz	\$1.75
Mrs. Freshley's Powdered Mini Donuts 3 oz	\$1.75
Ne-Mo Banana Bread 4 oz	\$2.25
Ne-Mo Double Chocolate Bread 4 oz	\$2.25
Ne-Mo's Coffee Cake	\$2.25
Otis Spunkmeyer Chocolate Chip Muffin 4 oz	\$2.09
Otis Spunkmeyer Wild Blueberry Muffin 4 oz	\$2.09
Pop Tart Strawberry 3.67 oz	\$1.75
Pop Tarts Smores 3.67oz	\$1.75
Rice Krispies Treats Orig 2.13 oz	\$1.75
Blue Diamond Almonds Bold Habanero BBQ	\$1.75
Blue Diamond Almonds Smokehouse 1.5 oz	\$1.75
Blue Diamond Roasted Salted Almonds 1.5 oz	\$1.75
H K Anderson Peanut Butter Filled Pretzel Nuggets 2.5 oz	\$1.89
Jack Link's All American Beef & Cheese 1.2 oz	\$2.35
Kar's All Energy Trail Mix 2 oz	\$1.50
Kar's Cranberry Almond Delight 3 oz	\$1.50
Kar's Nut Sweet N Salty Mix 2oz	\$1.09
Mrs Freshley's Buddy Bars Peanut Butter Wafers 3 oz	\$1.75
Nissin Bowl Noodles Hot and Spicy Chicken 3.32 oz	\$2.25
Oh Snap! Pickling Co. Sassy Bites 3.25 oz	\$2.00
Planters Lightly Salted Peanuts 2 oz	\$1.09
Snyder's Honey Mustard & Onion Pieces 2.25 oz	\$1.09
Snyder's Mini Pretzels 2.25 oz	\$1.09
Sweetwood Fatty Honey BBQ Meat Stick 2 oz	\$3.75
Tostitos Nacho Cheese Dip 3.65 oz	\$1.89
Von Hanson's Dill Ranch Pretzels 4oz	\$3.50

**PROFESSIONAL SERVICES AGREEMENT #: RC-000664****Exhibit 1 - CJIS Security Addendum**

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and Taher, Inc. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.0 Definitions.**

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

**2.00 Responsibilities of the Contracting Government Agency.**

**PROFESSIONAL SERVICES AGREEMENT #: RC-000664****Exhibit 1 - CJIS Security Addendum**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgment may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

**PROFESSIONAL SERVICES AGREEMENT #: RC-000664**  
**Exhibit 1 - CJIS Security Addendum**

minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 23606

Taher, Inc.

Ramsey County

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**PROFESSIONAL SERVICES AGREEMENT #: RC-000664**  
**Exhibit 2 - CJIS Security Addendum Certification**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative