



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Records and Revenue, 90 W. Plato Blvd., St. Paul, MN., 55107 ("County") and Hart InterCivic, Inc, 15500 Wells Port Drive, Austin, TX., 78728, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

The term of this Agreement shall be from November 10, 2015 and shall continue for five (5) years and may be renewed for another five (5) years. 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 shall provide the equipment, licenses, documentation, training and installation, implementation, warranty and maintenance, support and hosting services set forth on the Contractor Quote attached hereto as Exhibit A, the Scope of Services, and Terms and Conditions set forth on Exhibit B, for the Contractor's voting system (the "Voting System"), and further Contractor terms set forth in Exhibit E, Verity Master Terms. In the event of a conflict between this Agreement and Exhibit E, Exhibit E shall control with respect to the matters set forth therein.

2.2.

Services shall be provided at 90 W. Plato Blvd., St. Paul, MN, 55107, or at other locations specified by the County. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

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.

2.5.

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 follows, unless alternate dates are agreed by the parties (email sufficient): 1. Delivery of all equipment shall begin December 1, 2015, and be completed no later than December 11, 2015. 2. Acceptance testing will conclude by December 23, 2015. At the successful conclusion of testing for each delivery of equipment, the County shall issue a written

Notice of Acceptance to Contractor. 3. Initial County elections staff training on the operations and administration of the Voting System shall take place at the County Elections Office at a time mutually agreeable to the County and Contractor between January 19, 2016, and January 22, 2016.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as set forth on Exhibit A. The maximum not to exceed sum under this Agreement is \$2,750,000.

5. Special Conditions

5.1.

Exhibit C attached hereto sets forth the Contractor's prices and options for all equipment and services that may be purchased by the County during the term of the Agreement, including options to purchase, lease, and lease to purchase. Contractor will be required to submit an updated price schedule for the price sheets in Exhibit C for each successive year of the duration of this Agreement. Pricing will not change during the first twelve (12) months after the commencement date of the Agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of the Agreement, a price change request may be submitted by Contractor 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. The maximum increase in prices on products, services, licenses, maintenance, spare parts, on-site technical support may not exceed an aggregate of more than 2% per each two-year period. Contractor shall provide a price sheet for additional equipment, services, parts and supplies at the request of the County.

6. County Roles and Responsibilities

The County shall conduct acceptance testing of all equipment. Prior to the start of acceptance testing, Contractor shall prepare and deliver a documented procedure to be used by County elections staff to prepare the Voting System components for testing. All equipment must be fully assembled and all Voting System components must be made available to County elections staff for testing. Contractor will assist the County, as needed, to perform this activity. Voting System components identified by County staff that are malfunctioning and that cannot be easily repaired on site will not be accepted. The County's acceptance testing will be conducted in a manner consistent with the components defined for Hart InterCivic Verity Voting System 1.0 as integrated with Verity Voting 1.2.3 Minnesota Reporting Additions, as certified by the State of Minnesota Secretary of State June 16, 2015. The number of accepted units shall be the number of fully functioning and fully assembled units delivered to the County which have successfully completed the County's acceptance testing.

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

7.1.2.

No payment will be made until the invoice has been approved by the County. Invoices issued prior to November 10, 2015, but after County board approval shall be valid invoices hereunder.

7.1.3.

Payment shall be based on the following invoice schedule.

- Products: Products will be billed as deliverables are made of equipment. The County's payment is conditioned upon supplying its Notice of Acceptance and the terms of this Agreement.

- Annual Fee: The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee and does not cure the failure within the thirty-five (35) day period following notice thereof, all Software licenses and Software Support Services will automatically terminate. The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription").

- Other Services: Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used.

7.2. Application for Payments

7.2.1.

Reserved.

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

The Contractor designates Pete Lichtenheld, VP Operations, as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

7.6.3.

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

7.7. Security

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

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.

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.

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.

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

7.8. HIPAA Compliance

7.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

7.9. Indemnification and Limitation of Liability

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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDING ITS INDEMNITY OBLIGATIONS THAT MAY ARISE FROM CONTRACTOR'S BREACH OF THIS AGREEMENT OR CONTRACTOR'S NEGLIGENCE OR MISCONDUCT, CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S TOTAL LIABILITY TO COUNTY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE HARDWARE, THE SOFTWARE, OR SERVICES RENDERED HEREUNDER WILL IN NO EVENT EXCEED FOUR MILLION DOLLARS (\$4,000,000). CONTRACTOR IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY COUNTY'S NEGLIGENCE OR INTENTIONAL ACTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO COUNTY. THE PARTIES AGREE THAT THE LIABILITY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

7.10. Contractor's Insurance

7.10.1.

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

7.10.2.

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

7.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

7.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

7.10.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.10.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

7.10.6.

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.

7.10.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

7.10.8.

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 shall be submitted to the County upon written request.

7.10.9.

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

7.10.10.

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

7.10.11.

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 provisions of Minn. Stat. Ch. 60A, as applicable.

7.10.12.

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

7.10.13.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

7.11. Audit

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

7.12. Notices

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

County:

Joe Mansky – 90 W. Plato Blvd., St. Paul, MN 55107

Contractor:

Pete Lichtenheld – 15500 Wells Port Drive, Austin, TX 78728

7.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms

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

7.14. Setoff

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

7.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

7.16. Respectful Workplace and Violence Prevention

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

7.17. Force Majeure

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

7.18. Unavailability of Funding - Termination

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

7.19. Termination

7.19.1.

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

debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

7.19.2.

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

7.19.3.

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

7.20. Interpretation of Agreement; Venue

7.20.1.

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

7.20.2.

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

7.21. Warranty

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

7.22. Alteration

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

7.23. Infringement

7.23.1.

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.

7.23.2.

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 license fees and any other costs paid by the County in conjunction with the license or use of the hardware, materials, reports, documents, data, or documentation, less a reasonable offset for use and obsolescence. Contractor will not defend or indemnify County if any claim of infringement or misappropriation (a) results from County's design or alteration of any Contractor hardware or software; (b) results from use of any Contractor hardware or proprietary software in combination with any non-Contractor product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Contractor; (c) relates to sublicensed software or third party hardware alone; or (d) arises from County-specified customization work undertaken by Contractor or its designees in response to changes in Contractor proprietary software or sublicensed software that are made in response to County specifications. THIS SECTION STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

7.24. Lobbying

Lobbying

For all contracts involving over \$150,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, and submit it as part of the proposal contents.

7.25. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, 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. 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.

Attached hereto as [Exhibit D](#) is Contractor's Proposal to the County's Technical and Functional Requirements for the Voting System purchased under this Agreement. The Contractor warrants that the Voting System purchased by the County will operate in accordance with the provisions of this Agreement and any Contractor documentation. The Contractor warrants that all services shall be provided in a professional manner and consistent with

industry standards. The Contractor warrants that its Voting System will not infringe on any United States trademark, patent or copyright or violate any third party trade secrets or other intellectual property rights. The Contractor warrants that the title to the Voting System conveyed to the County shall be good, and its transfer rightful; and the Voting System shall be delivered free from any security interest or other lien or encumbrance.

9.2 Attached as Exhibit F is the County's Request for Proposals.

RAMSEY COUNTY ELECTRONIC APPROVAL SUMMARY

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Setid: MODEL Contract: PRREL000002

<u>Approver Name</u>	<u>Title</u>	<u>Action</u>	<u>Action Date Time</u>
Mathis,Julie-Hart InterCivic	Supplier Signer	Approved	09/22/2015 14:04
Bach,Tara	Department Approval Review	Approved	09/22/2015 14:11
Kuefler,Chris	Dept Director Signer	Approved	09/22/2015 14:14
Nelson,Linda	FIN Analyst Approver	Approved	09/25/2015 07:19
Mogen,James	Attorney Signer	Approved	09/28/2015 16:10
Guthrie,Janet	County Board Clerk	Approved	10/28/2015 17:11
Baker,Dana	County Board Chair	Approved	10/29/2015 12:50