AMENDMENT 1 TO CONTRACT No: A164895
SOFTWARE AND SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY") and KNOWiNK LLC, 315 Lemay Ferry Road Suite 120, St. Louis, MO 63125 ("CONTRACTOR").

WHEREAS, under the Agreement, COUNTY purchased electronic poll book tablets and related hardware ("Purchased Hardware"), software, and services from CONTRACTOR;

WHEREAS, the Purchased Hardware is now dated technology; Apple is no longer supporting the iOS operating system on the COUNTY's poll book hardware purchased in 2016, and the poll book tablets will not receive necessary security updates from Apple beginning in 2022;

WHEREAS, in order to maintain security and useability of the COUNTY's electronic poll book system, starting in 2022, COUNTY will discontinue use of the Purchased Hardware and replace the same by leasing new electronic poll book tablets ("Leased Hardware") from CONTRACTOR and continue to receive from CONTRACTOR related hardware, software and services;

NOW THEREFORE, IT IS HEREBY AGREED that Contract No: A164895 between the herein named parties is hereby amended in accordance with the provisions as set forth below:

1. Section 1, TERM AND COST OF THE AGREEMENT, is deleted in its entirety and replaced with the following:

> "This Agreement shall commence on March 1, 2016 and expire on December 31, 2028 unless cancelled or terminated earlier in accordance with the provisions of this Agreement.
>
> The total cost of this Agreement, including all reimbursable expenses, shall not exceed Nine Million Dollars ($9,000,000.00)."

2. Section 2, SOFTWARE, HARDWARE, SERVICES, AND INTELLECTUAL PROPERTY, is modified to add the following to Section 2(B) Hardware:

> "Effective January 1, 2022, "Leased Hardware" shall mean electronic poll book tablets and related Hardware as further specified in Attachment 1A attached hereto, and including:
>
> - 1,830 iPad Gen9 Cellular e-Pollbook Tablets
> - Poll Pad Sled v.2
> - Poll Pad Case v.2
> - 1,830 9' Lighting Cable
> - 1,780 Base*

Attachment 1A is incorporated into this Agreement and made a part hereof.

Attachment 3A is incorporated into this Agreement and made a part hereof.

Attachment 4 is incorporated into this Agreement and made a part hereof.

As applicable throughout the Agreement, which shall be evidenced by usage and intent, the term "Hardware" shall include "Leased Hardware", including but not limited to use of the term Hardware in Section 2(C), Services, Section 3, TESTING AND ACCEPTANCE, Section 5, WARRANTIES, Section 8, INDEMNIFICATION, and Attachment 3A.

The indicated quantities of Leased Hardware may be adjusted upon subsequent written agreement of the parties. CONTRACTOR shall lease the Leased Hardware to County for an initial period of three years (Initial Lease Term). Upon expiration of the Initial Lease Term, County may, in its sole and absolute discretion, lease new Leased Hardware for a subsequent period, up to four years, upon the terms and prices herein or as otherwise agreed to in writing by the parties hereto. For clarification and not limitation, the parties acknowledge and agree that, upon COUNTY's Acceptance of any electronic poll book Tablet(s) (and other Hardware), COUNTY shall, pursuant to the lease, have unlimited rights to use the Leased Hardware during the Initial Lease Term and any subsequent lease term. If this Agreement or the Software license expires/terminates, COUNTY shall return the Leased Hardware to CONTRACTOR and receive within 15 days of expiration/termination a prorated refund of lease fees prepaid.

Pursuant to the terms in the Agreement, CONTRACTOR grants to COUNTY a license to use the Leased Hardware in connection with COUNTY's business. This license authorizes use by all COUNTY employees, contractors, and personnel as well as any individual or entity that has a direct or indirect business relationship with COUNTY, including but not limited to duly authorized election officials. For clarification and not limitation, CONTRACTOR expressly acknowledges and agrees that COUNTY may, by written agreement, authorize and enable use of the Software and Hardware, including Leased Hardware by cities, municipalities, school districts or other government entities within Hennepin County's territorial boundaries for use in official elections administered and conducted by said entities."

3. Section 4, PAYMENT TERMS, is modified to add the following:

"For the Leased Hardware and the related Hardware, Software and Services, COUNTY shall pay CONTRACTOR the payment amounts set forth in Attachment 1A upon, as applicable, COUNTY's Acceptance of the Leased Hardware, related Hardware, Software, and Services. Upon Acceptance, CONTRACTOR shall invoice COUNTY the amount set forth in Attachment 1A. Payment shall be made within thirty-five (35) days from receipt of the invoice. All invoices shall be sent to the address provided by COUNTY.

The parties acknowledge and agree that for currently owned Hardware COUNTY has paid CONTRACTOR Annual Maintenance through May 31, 2022. Upon acceptance of the Leased Hardware and Software, CONTRACTOR shall credit on a prorated basis the unused portion of the prepaid maintenance against the COUNTY's first Annual Maintenance payment under the thirty-six-month lease."

This amendment to Contract No: A164895 shall be effective upon approval by the authorized Hennepin County Official. Except as hereinabove amended, the terms, conditions, and provisions of Contract No: A164895 shall remain in full force and effect.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Mike Bernard

Mike Bernard
E-signed 2021-11-15 04:11PM CST
Michael.Bernard@hennepin.us
Hennepin County
Assistant Hennepin County Attorney

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Marion Greene

Marion Greene
E-signed 2021-11-19 01:06PM CST
Marion.Greene@hennepin.us
Hennepin County
Chair, Board of Commissioners

Reviewed for COUNTY by:

Sheri Ann Selton

Sheri Selton
E-signed 2021-11-18 09:57AM CST
Sheri.Selton@hennepin.us
Hennepin County
County Administration Clerk

ATTEST:

Karen L Keller

Karen Keller
E-signed 2021-11-19 02:41PM CST
Karen.Keller@hennepin.us
Hennepin County
Deputy Clerk to the County Board
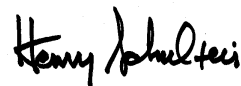
Board Resolution No:
 21-0439

By:

David J. Hough

David J. Hough
E-signed 2021-11-18 09:59AM CST
David.Hough@hennepin.us
Hennepin County
County Administrator

Document Assembled by:

Henry Schulteis

Henry Schulteis
E-signed 2021-11-10 03:54PM CST
Henry.Schulteis@hennepin.us
Hennepin County
Manager of Strategic Procurements

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Kevin Schott
Kevin Schott (Nov 10, 2021 16:01 CST)

Kevin Schott
E-signed 2021-11-10 04:01PM CST
kevin@knowink.com
CFO

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Attachment 1A

Services

This Attachment 1A is incorporated into and made part of Contract No. A164895 (the "Agreement"). Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

CONTRACTOR shall furnish and deliver to COUNTY the Software, Hardware, and Services as described and defined in this Agreement.

- Software includes the application/software referred to as Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports.
  - o Software and Hardware requirements and specifications are further described in Exhibits B to this Attachment 1A.
  - o Exhibit C to this Attachment 1A provides the Poll Pad Acceptance Testing Criteria and Certificate of Acceptance.

1. Milestones/Deliverables/Deliverables Due Date/Payment

Milestone 1: Delivery of Consumables and Hardware to COUNTY's Central Testing Locations
Deliverables: On or before February 28, 2022, CONTRACTOR will deliver to COUNTY 1,830 sets of Hardware and Software (as described under Payment Details below)

Delivery of Hardware and Software and acceptance testing is likely to occur in multiple locations (possibly 4 locations) as determined by County.

Deliverables Due Date: February 28, 2022. County shall have sixty days for acceptance testing following delivery. If corrections are required during the acceptance testing period, Contractor shall make corrections within twenty days and County shall have an additional twenty days for testing after the corrections are completed.

A one-time lease Payment Amount due upon COUNTY's Acceptance (including Acceptance Testing herein and in Exhibit C) of Milestone 1: $796,000.00. The lease payment covers thirty-six months beginning on the date of Acceptance.

Payment Details

Hardware and Software (one-time thirty-six-month lease fee)

1. iPad Gen8 Cellular (including Software, a charger cord, a Poll Pad i360 Tray (poll pad sled), and a Poll Pad Transport Case), 1,830 units, $435.00 per unit, total $796,000.00

2. 9' Lighting Cable, 1,830 units, $10.00 per unit, total $18,300.00

3. Base, 1,830 units, $7.50 per unit, total $13,725.00

Data Plan (annual fees during the thirty-six-month lease)

1. Activation, 1,830 units, $15 per unit, total $27,450.00 per year

2. Data Usage, $30 per unit, total $54,900.00 per year

Annual Maintenance* (annual fees during the thirty-six-month lease)

1. Hardware, 1,830 units, $125 per unit, total $228,750.00 per year

2. Software EDR $2,500.00 per year

3. Central Command $5,000.00 per year

Additional units, if requested by County, are at the per unit price listed above.

For the thirty-six-month Hardware and Software lease:
1. Total first year payment is $1,146,625.00 (less the Annual Maintenance* credit)
2. Total second year payment is $318,600.00
3. Total third year payment is $318,600.00
4. Total cost for the thirty-six-month Hardware and Software lease is $1,783,825.00 (less the Annual Maintenance* credit from year one)

For the Hardware and Software, Data Plan, and Annual Maintenance, CONTRACTOR shall invoice COUTY after the Hardware and Software are Accepted per acceptance criteria in the Agreement.

*The parties acknowledge and agree that for currently owned Hardware COUNTY has paid CONTRACTOR Annual Maintenance through May 31, 2022. Upon acceptance of the Leased Hardware and Software, CONTRACTOR shall credit on a prorated basis the unused portion of the prepaid maintenance against the COUNTY's first Annual Maintenance payment under the thirty-six-month lease. Further, CONTRACTOR shall buyback currently owned COUNTY hardware at prices to be agreed to in good faith by the parties.

At the end of the thirty-six-month Hardware and Software lease, COUNTY, at its option, may lease new Hardware and Software for a period up to forty-eight months at the unit pricing stated herein.

(Exhibit A to Attachment 1A is intentionally omitted.)
Exhibit B to Attachment 1A --- Contract No: A164895

Exhibit B

As used herein, the following terms shall have the indicated meaning:

"e-Pollbook Tablet" shall mean a 64 GB, 9.7" Apple Ipad Generation 9 *MK673LL/A* or newer with Poll Pad application software.

"Poll Pad" shall mean KNOWiNK Poll Pad application software.

"Central Command" shall mean KNOWiNK Central Command Management System software.

"Hardware" shall mean, as applicable, either individually or collectively, e-Pollbook Tablet(s), Star Micronics Bluetooth Printers, Poll Pad i360 Swivel Stands, Poll Pad Transport Cases, and Verizon Activation and Data Plans, Poll Pad Stylus pens and Meraki Routers.

"Software" includes the application/software referred to as Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports.

As used in this Exhibit B, the phrase "may" or "may be" shall mean that the indicated functionality or specification exists and operates as specified, however the functionality will not operate unless/until deployed/directed by COUNTY.

"County" or "the County" shall mean COUNTY, the named party to this Agreement.

"KNOWiNK" shall mean CONTRACTOR, the named party to this Agreement.

As applicable, the various and separate functions and specifications herein shall be read as cumulative. CONTRACTOR represents and warrants that the Software, including but not limited to Poll Pad and Central Command, shall, at all times during this Agreement include, meet and/or exceed the following functionality and specifications including, but not limited to all specifications required in MN Statute 201.225:

1) CONTRACTOR shall deliver the Hardware to County as a 'unit' in a Poll Pad carrying case. Each unit will include: e-Pollbook Tablet, printer, stand, stylus, and charger cord. Each e-Pollbook Tablet shall be pre-configured with the Poll Pad application software loaded and each e-Pollbook Tablet shall be paired with a printer. Units shall be identified and labeled as directed by County. HARDWARE and Software shall be configured for communication with Central Command. For clarification and not limitation, County shall be able to turn on the Hardware and Software and establish a network connection thereby allowing data to be imported and exported as required.

2) The Poll Pad carrying case shall be sturdy, hard plastic and waterproof and shall hold all hardware components a poll worker will need to set up and process voters on Election Day. The carrying cases, fully configured, shall weigh approximately 15 lbs. per unit and be easily sealed and stackable for transportation and storage.

3) Through Central Command and without CONTRACTOR assistance, COUNTY shall be able to configure all Poll Pad application settings, manage all data imports and exports, update voter status' and load

supplemental voter data files. Also, through Central Command, COUNTY shall be able to export post-election voter history and Election Day Registration data and create and manage reports. Through Central Command, the County shall be able to assume application set-up, operations and maintenance at all levels. KNOWiNK shall provide any level of support deemed necessary by the County for operations in which assistance is requested.

4) The Software shall be configured and mapped in a format prescribed by the Secretary of State's Office of Minnesota (MN OSS) to allow data from the Statewide Voter Registration System (SVRS) to be imported into Central Command and onto the Poll Pads. Likewise, the Software shall be configured and mapped in a format prescribed by MN OSS to allow data to be exported from the Poll Pads to Central Command.

5) Through Central Command, County shall be able to configure and assign each Poll Pad to a specific polling location allowing only precinct specific voter data to be loaded on to Poll Pads and viewed by poll workers. Poll Pads may be configured in mass via configuration profiles established by COUNTY within Central Command.

6) Through Central Command, County shall be able to load Poll Pads with a county-wide address file and county-wide polling place list prior to the election in order to provide correct voter precinct information.

7) CONTRACTOR shall lead and direct County's designated point of contact to facilitate and coordinate the setup and installation of dedicated network solutions (wireless access points) at specified jurisdictions based on the number of Poll Pads allocated to the jurisdiction. The dedicated network solution shall facilitate timely loading of pre-election data on Poll Pads.

8) Poll Pads shall be configured to allow data to be loaded manually or through a wireless connection, allowing for flexibility during import and export of data files.

9) KNOWiNK shall back-up all data within Central Command daily at multiple offsite locations.

10) All voter data shall be stored locally on the e-Pollbook Tablet within the Poll Pad application. If connectivity is lost, the Poll Pad's data shall be synced and updated in the Central Command server when connectivity is re-established.

11) CONTRACTOR shall utilize Mobile Device Management (MDM) to deploy all Poll Pads. By using the MDM, iOS devices shall be programmed to lock down access on the device. MDM shall have the capability to, as directed by COUNTY, deny users access to install or uninstall applications or download any malicious software that could compromise the device. In addition, if lost or stolen, MDM shall have the capability to, as directed by COUNTY, track, locate, and remotely wipe a device including, but not limited to, removing and completely deleting all data stored on the e-Pollbook Tablet, blocking or prohibiting operation of Poll Pad and blocking or prohibiting access to the Cloud.

12) COUNTY shall be able to remove data completely from e-Pollbook Tablet (s) by uninstalling the Poll Pad application, resetting the device, or using the 'Reset Voter' function within the application to clear all voter check-ins and registrations.

13) Using Central Command, COUNTY shall be able to import supplemental data files containing current absentee ballot status information. Central Command shall communicate this information to each Poll Pad in the polling place using a wireless connection. Immediately after data is synced from each polling location, using Central Command, COUNTY shall have the ability to generate an 'AB Exceptions Report'. The 'AB Exceptions Report' shall contain the names of any voter with an accepted absentee ballot that has already been checked in on the Poll Pad as having voted in person at the polling place allowing the County to quickly identify any absentee ballot that must be rejected because the voter has already voted. Once an individual voter's status has been changed to reflect the voter has voted by absentee ballot, the voter shall not be allowed to be checked-in and vote in-person at the polling place.

14) Each e-Pollbook Tablet operating Poll Pad application software shall communicate wirelessly within the polling location. Using a feature within the iOS operating system called 'multipeer', multiple Poll Pads in a precinct shall update voter check-ins on parallel units throughout Election Day. This shall be done without prompt from a poll worker and shall be configured to prohibit multiple voter check-ins. Electronic devices, including but limited to computers, e-Pollbook Tablets or phones, that are not included in the definition of Hardware and that are not operating Software shall not be allowed to connect or network with any duly authorized Hardware or Software.

15) Poll Pad shall be networked outside the polling location on Election Day only for purposes of updating absentee ballot records.

16) Poll Pads shall be configured such that as many as nine (9) Poll Pads seamlessly operate in parallel within a single polling location during peak usage without degradation in performance.

17) Within the Poll Pad application, voter search fields shall include last name, first name, date of birth, or any combination of these fields. Poll Pad voter searches shall be able to be performed with full data entry or partial data entry.

18) Within the Poll Pad application, advanced search fields shall include house number, street name, and voter identification number.

19) Additionally within the advanced search options, Poll Pad shall be capable of scanning the PDF417 barcode on the back of a MN driver's license or state ID card. The Poll Pad shall utilize the internal video camera functionality native to the e-Pollbook Tablet hardware. No external scanner or device shall be necessary with Poll Pad for this functionality, and the scanned image shall not be retained on the device.

20) If a poll worker is unable to locate voter, Poll Pad shall verify voter is in the correct polling location. Using the County's address file and polling place data, the Poll Pad shall search and match the voter's address with the correct polling location. The Poll Pad shall print the correct polling location information for the voter.

21) Poll Pad shall indicate all applicable voter statuses including but not limited to Active, Challenged and Voted. Voter status shall be reflected on the voter record upon the initial search. Upon check in, the voter record shall be marked as 'Voted'. A subsequent search of voter shall display 'Voted' status and poll pad shall not allow voter to be checked-in and vote again, unless a head poll worker follows the protocol for correcting an erroneous check in.

22) If voter status is Challenged, Poll Pad shall provide immediate instruction to poll worker for resolving Challenge status including but not limited to immediately displaying instructions specific to that

particular Challenge (Felony, Guardianship, Postal Return, etc.). If poll worker determines voter is not eligible to vote, Poll Pad shall record Not Eligible status on voter's record.

23) Upon checking-in a voter, Poll Pad shall provide the printed voter signature certificate in the format required by MN Statute 201.225 including but not limited to voter's name, address of residence, date of birth, voter identification number, school district number, oath required by Minnesota Statute 204C.10, and space for voter's original signature.

24) Printed voter signature certificates shall remain legible through the retention period pursuant to MN Statute 204B.40.

25) Poll Pad shall search pre-registered voter records by last name, first name, date of birth or any combination of these fields. If voter record is not found, Poll Pad shall have the ability to allow a voter to complete an Election Day Registration at the polling place.

26) Pre-registered voters requiring a name or address change within the precinct shall be able to do so on the Poll Pad by completing an Election Day Registration at the polling place. Any update to a pre-registered voter record shall trigger the Election Day registration process. Any update to a pre-registered voter record shall be recorded as an Election Day registration for statistical purposes. Any update to a pre-registered voter record shall be exported as part of the Election Day registration data file.

27) To facilitate simplified data entry of an Election Day Registration, Poll Pad shall have the ability to scan the PDF417 barcode on the back of a MN driver's license or state ID card to populate corresponding fields of the Election Day Registration application including populating the voter's name, driver's license number and date of birth. As needed, the poll worker shall have the ability to delete or modify data populated by scanning the barcode on a MN driver's license or state ID card.

28) Poll Pad shall require poll worker populate required fields of MN voter registration application including but not limited to asking voter "Are you a U.S. citizen?", "Will you be at least 18 on or before the next election?", last name, first name, middle name, suffix, residential address, apartment number, city, zip code, date of birth, MN driver's license number or state identification number, or last four digits of social security number or acknowledgment that voter does not have either. Required fields shall be distinguished with a different color and Poll Pad shall not advance to the next step in the registration process until the required information has been provided.

29) Poll Pad shall allow poll worker to populate optional fields of Election Day Registration applications, including but not limited to populating the phone number, email address and if applicable, previous name and/or previous address.

30) Poll Pad shall auto complete street and address information while the poll worker is entering the information and verify the voter's address is within the precinct. If a voter's address is outside the precinct, Poll Pad shall identify that a voter is in the wrong precinct and not allow them to be processed. Poll Pad shall match the voter's address to the correct precinct and allow the poll worker to provide the correct polling place location information to the voter. Poll Pad shall print a receipt with the voter's correct polling location information for the voter to direct them to their correct polling place.

31) Using Poll Pad, poll worker shall have the ability to manually add a residential address to the county-wide address file with approval from administrator. If a match to an address cannot be found when entering an Election Day Registration, Poll Pad shall prompt the user to contact the election office for the correct precinct before allowing the voter to be processed.

32) Poll Pad shall immediately alert the poll worker if an voter has provided information indicating the voter is not eligible to vote, including but not limited to information the voter is under 18 years of age, voter is not a U.S. citizen, voter is not in the correct polling location, voter has already voted in the polling location today, or voter has already voted by absentee ballot. The poll worker shall be immediately prompted to not allow ineligible voters to register and check-in.

33) Poll Pad shall capture the type of Election Day proof of residence used by voter. Options shall include: MN driver's license or MN ID or receipt, Prior registration in precinct, Notice of late registration, Tribal ID, Student ID; Name on housing list, Witness/Voucher, Bill with driver's license or State ID, Bill with passport, Bill with military ID, Bill with Student ID or Bill with tribal ID. All acceptable forms of proof of residence verification shall be programmed into the Election Day Registration process. The poll worker shall be able to choose the corresponding type of ID and proof of residence shown by the voter.

34) Poll Pad shall allow voter to verify entry of information is correct before completing voter check-in. Poll Pad shall have a summary screen the voter can review before voter check in is processed.

35) Poll Pad shall capture the initials of the poll worker entering Election Day registration information. The initials shall be printed on the Election Day registration application upon processing the voter.

36) Poll Pad shall print the Election Day Registration application with all required information and a place for the voter to sign and date. Printed Election Day Registration applications shall include required voter information, proof of residence information, certification of voter eligibility and initials of election judge.

37) Printed Election Day Registration application shall include any optional data fields entered by the poll worker. Printed Election Day Registration applications shall remain legible through the retention period pursuant to Minnesota Statute 204B.40.

38) If a Voucher is used for the Election Day proof of residence, Poll Pad shall print the Voucher form as part of the Election Day Registration application.

39) Upon checking-in a voter registering on Election Day, Poll Pad shall provide a printed voter signature certificate in the format required by MN Statute 201.225 including but not limited to voter's name, address of residence, date of birth, voter identification number, school district number, oath required by Minnesota Statute 204C.10, and space for voter's original signature.

39) Once a voter has been checked in on Poll Pad, a poll worker shall have the ability to return to that voter and see the date and time that voter was processed. Poll Pad shall mark the voter as 'VOTED' and shall not allow the voter to be processed again, unless a head poll worker follows the protocol for correcting an erroneous check in.

40) Poll Pad shall maintain a list of Election Day registrants with accepted absentee ballots. These voters shall display as having voted by absentee ballot on Poll Pad to poll workers. Poll Pad shall not allow

these voters to check in to vote in-person at the polling location, unless a head poll worker or COUNTY follows the protocol for correcting an error.

41) Poll Pad shall display the check-in count per device on the Home screen. The polling place check-in count shall be accessible in the Summary Report on Poll Pad. The Summary Report shall display and print lists of pre-registered voters and Election Day registrations.

42) Poll Pad shall log all actions taken.

43) Poll Pad shall be able to be operated completely without intervention from KNOWiNK including but not limited to configuration, re-configuration and customization of the Poll Pad without assistance from KNOWiNK. Customizations (without KNOWiNK assistance) shall include pre-configured settings within the Poll Pad application managed through configuration profiles within Central Command.

44) COUNTY shall have the ability to design, develop, customize and apply Poll Pad reports. Reports shall be available in real time both on the Poll Pad and within Central Command. Poll workers shall have the ability to access precinct voter reports if desired through a password-protected menu. In addition, election staff shall be able to access real time reports for each polling place or for the jurisdiction as a whole by through Central Command. Utilizing Central Command, COUNTY shall have ability to generate a variety of reports to be reviewed before a post-election upload of data to SVRS. COUNTY shall have the ability to request future reports to be designed and customized. Reports shall be developed to fully integrate into Central Command to add flexibility and make reporting for internal and external use as simple as possible.

45) COUNTY shall be able to export voter history data from the Poll Pad to Central Command in a format prescribed by MN OSS. COUNTY shall be able to upload voter history data from Central Command to SVRS.

46) COUNTY shall have ability to export Election Day Registration data from Poll Pad to Central Command in a format prescribed by MN OSS. COUNTY shall be able to upload Election Day Registration data from Central Command to SVRS.

47) Poll Pad exported data shall match and reflect all check-ins and Election Day registrations from all Poll Pad units used in an election. Data shall be auditable through the individual Poll Pad audit logs, printed Election Day Registration applications and printed voter signature certificates.

48) The Home screen includes:
- o Addition of help features
- o Precinct records count modifications
- o Remove references to provisional ballots
- o Begin with manual search

49) The Voter Lookup includes:
- o Street Search modifications
- o Basic Search field modifications
- o On voter search results grid, instructions and font modifications
- o On voter search results grid, precinct name and number modifications

- o Under additional voter functions, remove references to provisional ballots
- o On Poll Worker Confirmation screen, text display modifications
- o On Poll Worker Confirmation screen, "Registration" button modifications
- o On Poll Worker Confirmation screen, "Return to Search" button modifications
- o Voter Signature Certificate modifications

50) Election Day Registration includes:
- o Remove slashes when entering dates using the keyboard
- o Precinct information verification modifications
- o Autofill address fields if voter is currently registered in the precinct
- o Modifications to drop down menus
- o Driver's license number entry modifications
- o Instruction modifications for optional data entry fields
- o Proof of residence data entry field modifications
- o On confirmation screen, text display modifications
- o Voter registration application modifications

51) Management System includes:
- o Report options modifications
- o Management system logins/views for jurisdictions modifications
- o Remove references to provisional ballots
- o Election Day Registration export modifications

52) Other functionality includes:
- o Add option to print voter receipt
- o Election Day Registration application and Voter Signature Certificate remain intact

Exhibit C to Attachment 1A --- Contract No: A164895
Acceptance testing criteria

Poll Pad Acceptance Testing Criteria

Date: _____   Poll Pad #: _____   Location: _____
        Visual inspection

- ☐ Ensure there are no scratches or gouges on any of the hardware
- ☐ Verify all labels are placed in their appropriate place and in their correct orientation

    Physical inspection

- ☐ Hardware is complete; Hardware carrying case, Poll Pad, Poll Pad case (installed on Poll Pad), stand (2 parts), iPad Lightning cable, and wall adapter
- ☐ Poll Pad successfully powers ON
- ☐ Connect Poll Pad to iPad charger, confirm iPad indicates Poll Pad is charging
- ☐ Connect Poll Pad to stand
- ☐ Poll Pad connects to in-office Wi-Fi
- ☐ Poll Pad application is installed, no other applications available
    - ○ Version: _____
- ☐ Poll Pad is configured for Hennepin County
- ☐ Printer is correctly identified and paired with Poll Pad
- ☐ Poll Pad successfully powers OFF

Certificate of Acceptance

The undersigned do hereby certify that the Equipment listed below has been testing and accepted under the criteria specified in the Agreement.

Poll Pads units

Units Delivered: _____

Units Accepted: _____

Hennepin County

Representative: _____

(Printed Name & Title)

: _____

(Signature)

CONTRACTOR

Representative: _____

(Printed Name & Title)

: _____

(Signature)

Date: _____/_____/_____

"County" or "the County" shall mean COUNTY, the named party to this Agreement.

"KNOWiNK" shall mean CONTRACTOR, the named party to this Agreement.

"e-Pollbook Tablet" and "iPad" shall mean the Apple e-Pollbook Tablet Generation 9 *MK673LL/A* 64GB Tablet with Poll Pad application software.

"Poll Pad" shall mean KNOWiNK Poll Pad application software.

"Central Command" shall mean KNOWiNK Central Command Management System software.

"Hardware" shall mean, as applicable, either individually or collectively, e-Pollbook Tablet(s), Star Micronics Bluetooth Printers, Poll Pad i360 Swivel Stands, Poll Pad Transport Cases, and Verizon Activation and Data Plans, Poll Pad Stylus pens and Meraki Routers.

"Software" includes the application/software referred to as Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports.

CONTRACTOR represents and warrants that the Software, including but not limited to the Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports, shall, at all times during this Agreement include, meet and/or exceed all necessary Architecture and Security and Network Security requirements, including:

Architecture

Poll Pad Client Application, Apple iOS and Apple iPad Architecture
1. All applications in the Apple iOS operating system are held in a separate "sandbox" environment, isolating each application's file system so they cannot be accessed from any other application. Apple's iOS secure environment has been designed so one application cannot access, infect or collect information from another without the user's knowledge and approval.

2. KNOWiNK's Poll Pad Election Software is written using IOS Swift and built upon the iOS secure framework. The Poll Pad application resides in a secure sandbox on the iOS operating system. The iOS secure environment prevents the Poll Pad application from accessing other applications and their data, and vice versa, other applications cannot access Poll Pad and its data.

3. Poll Pad has access to the Apple device API's to control certain aspects of the iPad hardware and its internal files and databases. All data is stored on Poll Pad's Core Data database and is restricted only to the Poll Pad application.

4. The Poll Pad devices are managed by a Mobile Device Management (MDM) solution provided with the Central Command Environment.
    a. The MDM solution provides capabilities such as, but not limited to, the following:
        i. Create and manage user and device usage policies
        ii. Remotely manage the Poll Pad Tablets

      iii. Track, locate and remotely wipe (remove the applications and data) from the Poll Pad Tablets

b. The MDM policies control (e.g. restrict) user access to only utilize the Poll Pad solution and excludes users from accessing native capabilities including, but not limited to, the following:
   i. Accessing and using any native Apple iOS provided software delivered on the Poll Pad Tablets.
   ii. Accessing the Apple iStore and Apple iTunes to download any software, applications, multimedia data.
   iii. Accessing any other internet sources for the purpose of downloading any software, applications, multimedia data.
   iv. Accessing, browsing or consuming any internet services thru any browsers or other software.

Poll Pad Central Command Environment Architecture

1. KNOWiNK's "Central Command" SaaS solution is built on Amazon Web Services in the Amazon Gov Cloud service. Central Command consists of a web service, an application and administrative service a database service and a Mobile Device Management (MDM) service.

2. Central Command is built upon the Amazon Web and Gov Cloud services designed to automatically scale as the load and concurrent users increase and decrease.

3. Central Command is a managed solution provides automatic and multi-redundant backups, scalable data load management, high reliability, and the most up to date development toolsets.

4. Administrative access to Central Command is provided through a secure web portal built using open source technologies such as jQuery, Node.js, and other modern web based software development kits using any computer with a standard web browser. There are no additional hardware or software is required for the COUNTY to access, use and maintain the service.

5. Central Command utilizes Amazon Relational Database Server (RDS) to store all data for the application. Amazon's RDS servers are replicated across three geographically separate data centers to prevent any data failure during a critical time such as Election Day.

6. To communicate with the Command Center service, Poll Pad uses a series of API calls to connect and exchange data to update Poll Pad. These API calls are encrypted using secure socket layer encryption.

Security

1. The Apple iPad has been certified to FIPS 140-2 by NIST for the cryptographic algorithms that protect data stored on the unit. In addition, the iOS operating system supports VPN technology, remote erase/wipe, and automatic lock/password requirements.

2. For security purposes, iPads do not have a USB drive or allow users to connect any external hardware.

3. The iPads are configured in such a manner (guided access mode) that will not allow a poll worker the ability to even exit the application without a password.

4. The Poll Pad system only transfers data over 256 bit encrypted SSL connections to and from the remote server.

5. Within the cloud infrastructure, the database uses 256 bit AES at rest encryption to store all information and is located on a server that is not publicly accessible and does not have a connection to the internet.

6. KNOWiNK utilizes Amazon Web Services Gov Cloud which has been designed and managed in alignment with the following regulations, standards, and best-practices:
   a. HIPAA
   b. SOC 1/SSAE 16/ISAE 3402 (formerly SAS70)
   c. SOC 2
   d. SOC 3
   e. PCI DSS Level 1
   f. ISO 27001
   g. FedRAMP
   h. DIACAP and FISMA
   i. ITAR
   j. FIPS 140-2
   k. CSA
   l. MPAA

7. User Identification, authentication and authorization is wholly managed within Central Command by the COUNTY. User accounts are assigned to specific roles with defined authorization and access. User names (IDs) and passwords are maintained within the Central Command application and are not integrated with the COUNTY Active Directory service to provide a Single Sign-On (SSO) experience.

8. User access is limited to the front end user interface. All backend systems are not on a publicly accessible network and not accessible by users at any time. Users are authenticated using a unique username and password which grants them access to the functions of the backend system determined by the user's role. All actions are logged for future auditing purposes. Users can all be set with different roles to determine what specific levels of authorization.

9. During user creation, all users are listed with corresponding roles. Administrators may update or change user privileges at any time.

10. Passwords are created by an administrator and can then be changed by the user upon first login. All user passwords must be at least six characters with at least one letter and one number. When users are logging in, if a user attempts to enter a password incorrectly three times, his or her account will be locked with a CAPTCHA challenge until the correct password is entered.

11. User access and actions are auditable
    a. User access, password changes, and all other actions are logged for each specific user and are available to administrators at any time.
    b. All user actions are logged and available for audit if suspicious behavior is detected. In addition, users are required to respond to CAPTCHA challenges if any password cracking is detected while logging into a user's account.

12. KNOWiNK utilizes Mobile Device Management (MDM) to deploy all Poll Pads. By using the MDM, iOS devices can be programmed to lock down access on the device. Users can be denied access to install or uninstall applications or download any malicious software that could compromise the device. In addition, when enrolled, if lost or stolen, MDM has the capability to track, locate, and remotely wipe a device.

Network Security

1. Within the cloud network, the Central Command servers are stored on a non-publically accessible server behind a firewall. In addition, KNOWiNK utilizes the VPC (Virtual Public Cloud) security features offered by Amazon Gov Cloud to isolate network traffic in Central Command from public access.

2. All external access to the Central Command servers are limited to ports 80 and 443 for http and https connections. All users are immediately redirected to a https connection for the duration of their session when using Central Command.

3. KNOWiNK will create a secure Wi-Fi network for COUNTY that will be used exclusively for Poll Pad. This network only needs external internet access and can be completely separate from any internal network utilized by COUNTY. This provides a secure VPN for transfer of all Poll Pad data on Election Day – including the supplemental/absentee roster/ballot records.

4. Poll Pad and Central Command only utilize ports 80 and 443 open for network Access.

Compliance with Minnesota State Requirements
KNOWiNK will ensure the system is continually compliant with Minnesota laws and regulations as part of the maintenance agreement.

Acquisition
iPads will be purchased via the Apple Business Manager Programs (ABM) through Apple. ABM forces a device to be enrolled in an approved MDM server should the device be lost or stolen.

Attachment 3A
Software and Hardware Service and Maintenance
Contract No: A164895

This Attachment 3A is incorporated into and made part of Contract No. A164895 (the "Agreement"). Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement. Attachment 3A covers leased Hardware and related Software and Services.

The services and maintenance herein applies to all Software and Hardware CONTRACTOR shall furnish or has furnished to COUNTY under the Agreement. The Software includes the Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports. Software is further described in Exhibit B to Attachment 1A.

Hardware shall mean the mobile computers and related components including but not limited to batteries and necessary wireless capability, as further specified in Exhibit B to Attachment 1A, including but not limited to the following:

- 1,830 e-Pollbook Tablets
  Each e-Pollbook Tablet shall be a 64 GB, 9.7" Apple Ipad Generation 9   *MK673LL/A* or newer;
- 1,830 Star Micronics Bluetooth Printers;
- 3,730 Poll Pad Stylus pens;
- 1,830 Poll Pad i360 Swivel Stand;
- 1,830 Poll Pad Transport Case;
- 10 MR 18 Meraki Routers;
- 3 MR 26 Meraki Routers; and
- 15 MR 34 Meraki Routers.

1. **Pre-Election Support**

A. Pre-election support consists of two areas: Data Set up and Poll Pad Set Up.

i. Data Set up:

Responsibility	Task	Task Sequencing
COUNTY	Create voter data from voter registration system	1
CONTRACTOR/COUNTY	COUNTY will upload the voter file to Central Command. CONTRACTOR will assist with any issues such as rearrangement or conversion of data to fit the specific needs of the COUNTY. CONTRACTOR will review the data contained in Central	2

Responsibility	Task	Task Sequencing
CONTRACTOR/COUNTY	Command to ensure no obvious conflicts or improper data layout is present.	
	COUNTY will upload the Address Rules and Polling Places file to Central Command. CONTRACTOR will assist with any issues such as rearrangement or conversion of the street rules file to fit the specific needs of the COUNTY.	3
CONTRACTOR /COUNTY	COUNTY will establish configuration profile. CONTRACTOR will assist and explain the ramifications of each setting in the configuration profile and will review Central Command to ensure a viable configuration profile is present and assigned to the Poll Pads.	4
CONTRACTOR /COUNTY	COUNTY will assign Poll Pads to specific polling locations. CONTRACTOR will review the Poll Pad assignments to ensure all pads used are assigned to a Polling Place. The COUNTY will ensure that the correct Polling Place is assigned to each Poll Pad.	5
CONTRACTOR /COUNTY	COUNTY will import supplemental data into Central Command. CONTRACTOR will assist with any issues or help explain data contained in the supplemental when necessary.	7

ii   e-Pollbook Tablets set up for an election:

Responsibility	Task	Task Sequencing
COUNTY/COUNTY designee	Complete Pre-Deployment Checklist (Sample Attached)	Up to Three Weeks Before Election
CONTRACTOR /COUNTY/	COUNTY/COUNTY designee will	6

COUNTY designee	import voter file. CONTRACTOR will provide assistance with correcting network connection errors, data download errors, improper Poll Pad assignments or unexpected results.	
COUNTY/ COUNTY designee	Package Poll Pad for deployment	8
COUNTY/ COUNTY designee	Deliver Poll Pad unit to polling locations	9

2. Election Day Support

Intentionally omitted.

3. Post-Election Support

Post-Election support includes: assistance with export of voting history and Election Day Registration data files, final audits and/or certification, and de-briefing and meeting with COUNTY's team to establish any necessary changes to processes and establish new goals for future election success. CONTRACTOR shall also provide Post-Election support as required by COUNTY during or before elections.

Services provided by CONTRACTOR, include:
- CONTRACTOR will ensure every Poll Pad used during the election cycle has successfully synced the data to Central Command.
- CONTRACTOR will ensure voter history for the election is successfully created. In the event it is not, CONTRACTOR will remedy the issue or issues.
- CONTRACTOR will ensure Election Day Registration data for election is successfully created. In the event it is not, CONTRACTOR will remedy the issue or issues.
- In the event that the records uploaded to the Voter Registration system do not match the COUNTY's expectation, CONTRACTOR will determine the reason for the discrepancy and correct it or explain to the COUNTY why the expectation is incorrect.
- CONTRACTOR will review the Polling Place connection rate success including the up time, time of first connection, and successes of data sync from the polling places.
- CONTRACTOR will attempt to identify problem areas, and work to improve dropped or complete connection failures.
- CONTRACTOR will instruct staff if user error is suspected in connection issues based on analysis of first connection time and any calls logged to support or known calls received by the Election Office.
- CONTRACTOR will provide a survey for poll workers to gauge processes shortcomings in an effort to improve the application.
- CONTRACTOR will conduct, if desired by the COUNTY, an after election meeting to discuss

shortcomings in process, training or application in an effort to improve prior to the next election.
- CONTRACTOR will review all call logs and reported issues of the Hardware and Software.
- CONTRACTOR will identify and correct issues related to Hardware.
- CONTRACTOR will identify issues related to Software to determine if a bug is present, a change is needed, or if user error occurred.

During non-election periods CONTRACTOR provides support via phone or through the support@knowink.com portal. All CONTRACTOR technical support staff are notified immediately that a new call is in the queue and awaiting action. Response time may vary but all calls will be acknowledged and/or addressed within 1 to 3 hour.

4. Annual Software Maintenance

Poll Pad Application and Election Day Registration Module:

Annual Software maintenance includes all Software updates, enhancements, bug fixes as well as enrollment in Mobile Device Management server. This ensures a highly scalable and simple way for COUNTY elections staff to download application updates to devices.

Annual Software maintenance includes all license fees for Meraki Routers.

CONTRACTOR will ensure the Software, Hardware, and system are continually compliant with Minnesota Statutes and Rules, including but not limited to Minn Stat 201.225, and will furnish all reasonable and necessary Software enhancements as requested by COUNTY. CONTRACTOR shall modify and/or enhance the Software to reflect and comply with COUNTY's interpretation of applicable laws including but not limited to statutes, cases, legislation and administrative changes. Annual maintenance also includes all operating system updates. Apple releases major operating system updates typically once per year. CONTRACTOR will test all Software before a major operating system release and advise COUNTY on upgrades. The Poll Pad application will be made compatible with all iOS updates within thirty (30) days of release if any changes are necessary. Poll Pad updates are typically made semiannually for COUNTY, at its discretion, to load. CONTRACTOR recommends making updates during non-critical times to prevent issues with live elections.

Phone support and remote diagnostics are included as part of the annual Software maintenance. Most issues can be diagnosed remotely. In addition, all log collection and diagnostics are uploaded to CONTRACTOR's Central Command which can be accessed by CONTRACTOR support.

Prior to any Software update, enhancement, bug fix or operating system update, CONTRACTOR will complete internal testing to ensure the reliability of the Software. This includes performing independent internal QA testing, load and stress testing of application Software.

Poll Pad Central Command:

Annual Software maintenance includes all Software updates, enhancements, and bug fixes. CONTRACTOR will test all Software prior to any update, enhancement or bug fix. CONTRACTOR will complete internal testing to ensure reliability of the Software. This includes any QA testing, load and stress testing of the CONTRACTOR's Central Command Software.

5. **Hardware Maintenance and Replacement**

CONTRACTOR represents and warrants the Hardware will meet the requirements of the Agreement and perform to its intended purpose., While COUNTY is leasing Hardware from CONTRACTOR, at zero cost to the COUNTY, CONTRACTOR will replace broken or malfunctioning Hardware (including Apple IPAD, Printer, Jetpack, Carrying Case, and Routers) resulting from reasonable Election Day usage and/or set up ("Hardware Warranty Period"). COUNTY will send broken or malfunctioning Hardware to CONTRACTOR and CONTRACTOR will send replacement Hardware to COUNTY within five (5) business days of receipt of the broken or malfunctioning Hardware. If broken or malfunctioning Hardware needs replacement on or near the date of an election, CONTRACTOR shall expedite shipping the replacement Hardware to meet the COUNTY's needs. All replacement Hardware shall meet the requirements of the Agreement and shall be subject to testing and acceptance by COUNTY. All costs, including delivery, associated with the replacement, shall be bore by CONTRACTOR.

After the Hardware Warranty Period, CONTRACTOR will sell any Hardware requested by COUNTY to COUNTY at CONTRACTOR's cost. Likewise, COUNTY requested Hardware above and beyond the estimated number of units on Attachment 1A CONTRACTOR will sell to COUNTY at CONTRACTOR's cost. After the Hardware Warranty Period, if COUNTY replaces HARDWARE, COUNTY may trade in used Hardware at values or credits reasonably and mutually agreed by COUNTY and CONTRACTOR.

Correct Application Version is installed		
Poll Pad is configured for the correct polling location		
Total & Polling Location voter counts are correct		
Check-in Count is "0"		
Confirm Configuration Profile is Correct		
Device is **NOT** in Training Mode		
Poll Pad battery charge level is 90% or greater		
Printer is correctly identified and paired with the Poll Pad		
Kiosk Mode is configured correctly: O Sleep/Wake ON O Volume OFF O Motion ON O Keyboards ON O Kiosk Mode Enabled		
Equipment Check: O Poll Pad O Printer O ID numbers on Poll Pad, Printer, and Case match O Stylus (2)		

O Poll Pad charger and cable O Stand Base O Stand Arm O Printer Power Cord & Power Adapter O Cleaning Cloth		
Wi-Fi Check		

PRE-ELECTION CHECKLIST   Y/N   VALUE

Attachment 4
Federal Award Contract Provisions

This Attachment 4 – Federal Award Contract Provisions is attached and incorporated into and made part of Contract No. A164895 (the "Agreement").

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term "contract" shall mean the "Agreement"; the terms "contractor", "Contractor", and "CONTRACTOR" shall mean KNOW INC., LLC; and the terms "APPLICANT" and "COUNTY" shall mean the COUNTY OF HENNEPIN, STATE OF MINNESOTA.

Subject to (i) applicable federal law, including but not limited to the applicable requirements of 2 C.F.R. §200.327 and 2 C.F.R., Part 200, Appendix II; (ii) COUNTY's application of federal awards to this transaction; and (iii) the nature and cost of the transaction, the provisions below may be applicable.

In addition to CONTRACTOR's compliance with applicable provisions, CONTRACTOR shall ensure that its subcontractors or other parties performing on CONTRACTOR's behalf comply with the applicable provisions and confirm the same with necessary provisions in its subcontracts.

1. Remedies.

The remedy provisions in the Agreement, including but not limited to Sections 8 and 15, shall apply.

2. Termination For Cause and/or For Convenience.

The termination provisions in the Agreement, including but not limited to Section 15, shall apply.

3. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8), of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided,

that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the federal award associated with this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. Copeland Anti-Kickback Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

7. Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

8. Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

(1). The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2). The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.

(3). The contractor agrees to include these requirements in each subcontract hereunder that exceeds$150,000.

B. Federal Water Pollution Control Act

(1). The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2). The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, , and the appropriate Environmental Protection Agency Regional Office.

(3). The contractor agrees to include these requirements in each subcontract hereunder that exceeds $150,000.

9. Debarment and Suspension.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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 are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

11. Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
• Competitively within a timeframe providing for compliance with the contract performance schedule;
• Meeting contract performance requirements; or
• At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records.

The Contractor must keep appropriate data, information, and documentation to support expenses incurred, including receipts and documentation to verify expenditures, to document the services that were provided, to document the individuals and communities served, and to report on spending and performance, which may include programmatic data, information on efforts to engage communities or improve equity, key outcome goals, and progress toward outcomes. The Contractor shall provide the indicated data and documentation along with other data or information related to performance or the contract upon request.

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide COUNTY and/or other recipient(s), federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the COUNTY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, or the Comptroller General of the United States.

13. Changes.
The provisions related to changing or modifying the method, price, or schedule of the work in Section 14 of the Agreement shall apply.

14. DHS Seal, Logo, and Flags.
The contractor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency or officials without specific pre-approval from said federal agency.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that federal funds may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives, including but not limited to the following:

- Sections 602 and 603 of the Social Security Act,
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200),
- Audit Requirements of the Uniform Guidance, implementing the Single Audit Act,
- Universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25),
- Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170),
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. Part 180) as well as other provisions herein,
- Recipient Integrity and Performance Matters (2 C.F.R. Part 200, Appendix XII to Part 200),
- Government Requirements for Drug-Free Workplace (31 C.F.R. Part 20),
- New Restrictions Lobbying (31 C.F.R. Part 21) as well as other provisions herein,
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601-4655),
- Generally applicable federal environmental laws and regulations as well as other provisions herein,
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 31 C.F.R. Part 22) as well as other provisions herein,
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.),
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 as amended),
- The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq., as amended, and 31 C.F.R. Part 23),
- Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., as amended);
- 2 C.F.R. 200.323;
- 2 C.F.R. 200.216;
- 2 C.F.R. 200.322; and
- Other applicable state and federal laws, regulations, executive orders, policies, procedures, and directives not specifically referenced above or in the contract but never-the-less applicable.

Contractor and its subcontractors, or other parties performing on the Contractor's behalf, shall comply with the applicable portions of the Assurances of Compliance with Civil Rights Requirements, see for reference OMB Approved No. 1505-0271, including but not limited to the following (i) ensure current and future compliance with Title VI of the Civil Rights of 1964, as amended; (ii) initiate reasonable steps, or comply with the Department of Treasury's directives, to ensure that Limited English Proficiency (LEP) persons have meaningful access to its programs, services, and activities; and (iii) consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.

The Contractor/subgrantee and their subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Citations included with the foregoing are for guidance and not determinative.

16. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Publications. Any publications produced under the contract must display the following language:

"This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Hennepin County by the U.S. Department of the Treasury."

19. Seat Belt Use.

The contractor and its subcontractors should encourage employees and personnel to adopt and enforce on-the-job seat belt policies and programs for their employees/personnel when operating company-owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

The contractor and its subcontractors should encourage employees and personnel to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.