

## 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").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence on March 1, 2016 and expire on February 28, 2023, 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 Four million five hundred thousand Dollars (\$4,500,000.00).

2. SOFTWARE, HARDWARE, SERVICES AND INTELLECTUAL PROPERTY

CONTRACTOR shall provide Software, Hardware and Services as defined herein and pursuant to the terms of this Agreement.

A. Software.

"Software" shall mean all software, applications, utilities and other related code as further specified herein including but not limited to Exhibit B to Attachment 1, regardless of whether the aforementioned resides on Hardware (as defined below), COUNTY's computers, CONTRACTOR's computers or other hosted computers, including but not limited to the following: Poll Pad Application (including MDM enrollment), and Management System Software: Poll Pad Central Command & Reports and Election Day Registration Module & Reports.

Further, "Software" shall also include authentication tools, security features, origin policy, updates, major and/or minor enhancements, versions, releases, corrections, or any other modifications, improvement or enhancements provided as part of this Agreement.

Pursuant to the terms herein, CONTRACTOR grants to COUNTY a fully paid-up, royalty-free, world-wide, transferable license: (1) to use the Software in connection with COUNTY's business in a manner configured by COUNTY, and (2) to use, modify, configure and display a reasonable number of copies of the Software and/or documentation for archival, testing, disaster recovery and other emergency purposes. 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 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.

**B. Hardware.**

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

- 1,865 e-Pollbook Tablets  
Each e-Pollbook Tablet shall be a 16 GB, 9.7" Apple Ipad Air 1 MD785LL/A or newer;
- 1,865 Star Micronics Bluetooth Printers;
- 435 Verizon Jetpack Hotspots and Verizon Activation and Data Plans;
- 3,730 Poll Pad Stylus pens;
- 1,865 Poll Pad i360 Swivel Stand;
- 1,865 Poll Pad Transport Case;
- 1,865 Battery Bases;
- 10 MR 18 Meraki Routers;
- 3 MR 26 Meraki Routers; and
- 15 MR 34 Meraki Routers.

The indicated quantities may be adjusted upon subsequent written Agreement of the parties. CONTRACTOR shall provide and transfer all right, title and interest in and to the Hardware as set forth herein. For clarification and not limitation, the parties acknowledge and agree that, upon COUNTY's Acceptance of any e-Pollbook Tablet(s) (and other Hardware), COUNTY shall own all right, title and interest in and to said e-Pollbook Tablet(s) (and other Hardware), regardless of the expiration or termination of this Agreement or the Software license herein. If this Agreement or the Software license expires/terminates and is not renewed or otherwise modified, COUNTY, in collaboration with CONTRACTOR, shall stop using the Software and shall, as reasonable, remove or disable access to the Software.

**C. Services.**

CONTRACTOR shall provide installation, implementation, maintenance, training and other support of the Software and Hardware as further described and specified on Attachment 1 ("Services") as well as the maintenance and support services set forth in

Attachment 3. As applicable, Services shall meet or exceed the service levels set forth on Attachment 1.

**D. Intellectual Property.**

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR shall assign to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

Notwithstanding the foregoing in this Section 2(D), other than the Software license conveyed to COUNTY as part of this Agreement or any other agreement between the parties, COUNTY does not attain any additional right, title, or interest in the Software or in modifications or enhancements to the Software made by CONTRACTOR in the performance of this Agreement or otherwise.

**3. TESTING AND ACCEPTANCE**

Software, Hardware and Services shall be released pursuant to the Milestone schedules set forth in Attachment 1 (Milestone 1 through Milestone 4) ("Milestone Release(s)"). Each Milestone Release shall be tested to ensure conformity with the requirements, specifications, descriptions, procedures and protocols set forth in this Agreement including but not limited to Attachment 1 and Exhibit C to Attachment 1. Unless otherwise indicated in Attachment 1, Milestone testing shall be subject to, at least, the following:

- (i) COUNTY shall have ten (10) days to initially test each Milestone Release;
- (ii) COUNTY shall provide a detailed description of any Software or Hardware component or functionality or any Services that do not conform to/with the descriptions and specifications in Attachment 1 ("Non-conformity");
- (iii) CONTRACTOR shall have fifteen (15) days to correct a Non-conformity;

(iv) after notification by CONTRACTOR that a Non-conformity is corrected/resolved, COUNTY shall have ten (10) days to resume and complete testing.

COUNTY may, at any time, notify CONTRACTOR in writing that any Milestone Release has been accepted ("Accepted" or "Acceptance"). If COUNTY does not identify a Non-conformity during the time allotted for testing, the Milestone Release shall be deemed "Accepted". Use of Software, Hardware or Services during the testing period shall not constitute Acceptance.

Unless the parties otherwise agree, CONTRACTOR shall correct Non-conformity(s), at CONTRACTOR's sole expense.

Subject to the provisions in Section 15(G), if CONTRACTOR is unable to correct a Non-conformity within the allotted time: (1) COUNTY may extend the allotted time to a mutually agreeable date; (2) COUNTY may waive, alter or modify the Milestone Release's requirements, specifications, descriptions, procedures and/or protocols; (3) the Parties may mutually agree upon an appropriate adjustment to the fees; or (4) COUNTY may immediately terminate this Agreement and receive a full refund of all monies paid hereunder.

Upon conclusion of all testing, Acceptance of all Milestone Releases and COUNTY's determination that the Software, Hardware and Services meet or exceed the specifications, requirements, design and architecture set forth in this Agreement, COUNTY shall send a "System Acceptance" notification to CONTRACTOR.

#### 4. PAYMENT TERMS

COUNTY shall pay CONTRACTOR the payment amounts set forth in Attachment 1 upon, as applicable, COUNTY's Acceptance of each Milestone Release as further described herein. Upon the Acceptance of a Milestone Release, CONTRACTOR shall invoice COUNTY the amount set forth in Attachment 1. 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. No payment shall constitute an Acceptance any Milestone Release except for the Milestone Release associated therewith and in no event shall Acceptance of any Milestone Release relieve the CONTRACTOR of any obligation(s) under this Agreement.

Retainage. Subject to the foregoing, COUNTY shall retain a certain percentage of Milestones 1 amounts invoiced prior to Acceptance of Milestone Release 2. Upon Acceptance of Milestone 2, COUNTY shall pay all retainage from Milestone 1.

Pursuant to COUNTY's Travel Policy, COUNTY shall reimburse CONTRACTOR, if and when applicable, for actual travel expenditures as the same are determined to be reasonable and necessary expenses related to performance hereunder. COUNTY shall have no

obligation to pay any expenses that exceed Five Hundred Dollars (\$500) in total that are not approved in advance by COUNTY. For clarification and not limitation, (i) COUNTY may, in its sole discretion, refuse to pay any expense if a reasonable alternative exists; and (ii) CONTRACTOR shall request prior approval of, as an example, a \$100 per night hotel expense, for six nights as the total expense equals \$600. CONTRACTOR shall submit requests for re-imbursement of expenses on separate invoices, not more often than once every thirty (30) days.

As indicated in the following provisions, CONTRACTOR shall present an invoice in the manner provided by law governing COUNTY's payment of claims and/or invoices. Payment shall be made within thirty-five (35) days from receipt of the invoice.

All invoices shall display a Hennepin County purchase order number and shall be sent to the central invoice receiving address supplied by COUNTY.

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5. WARRANTIES

CONTRACTOR represents and warrants the Software shall include, meet and/or exceed all functionality described in this Exhibit B to Attachment 1.

CONTRACTOR represents and warrants that the Software and Hardware shall perform in accordance with the descriptions and specifications in this Agreement: (1) for one hundred eighty (180) days after Acceptance of the Software and Hardware; and (2) at all times during any maintenance period and/or any period that CONTRACTOR is providing Services, including any period of Maintenance (as defined in Attachment 1) (the longer of which may be referred to herein as the "Warranty Period").

CONTRACTOR represents and warrants that it is the lawful owner of the Software or, to the extent it is not the lawful owner of the Software, that it has all rights necessary to license the same to COUNTY. Upon request, CONTRACTOR shall execute any and all documentation to assign any third-party granted rights to COUNTY as part of this Agreement.

CONTRACTOR represents and warrants that it is (i) authorized to sell and/or resell all of the Hardware; and (ii) duly authorized by the Hardware owner(s)/manufacturer(s)/distributor(s) to grant the rights and accept the duties and obligation set forth in this Agreement.

CONTRACTOR represents and warrants that the Software shall not violate or in any way infringe any patent, patent application, copyright, trade secret, trademark, trademark application, or other proprietary or intellectual property rights.

CONTRACTOR represents and warrants that the Hardware is compatible with the Software and all future versions or configurations of the Software. CONTRACTOR represents and warrants that the Hardware will be free of defects in materials and workmanship and will conform to the manufacturer's published descriptions and specifications which manufacturer's warranty does not modify or otherwise relieve CONTRACTOR of any obligation herein including but not limited to CONTRACTOR's Service obligations during the Warranty Period.

CONTRACTOR represents and warrants that the Hardware will conform to the manufacturer's published descriptions and specifications. CONTRACTOR will pass through and hereby assigns to COUNTY all warranties provided by the Hardware manufacturer(s) and/or licensor(s). Any warranty disclaimers or limitations of liability asserted by the manufacturer or licensor will not modify or relieve CONTRACTOR of its obligations hereunder.

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Except for typical wear and tear, COUNTY shall be relieved from all risks of loss or damage to Software and Hardware during periods of transportation, installation and testing as well as during the Warranty Period (as defined herein). CONTRACTOR shall not be responsible for loss or damage to Hardware caused or occasioned by negligence of COUNTY or its employees.

CONTRACTOR represents and warrants that the Software and the media used to distribute it are and shall be free of: (1) code that may disrupt, damage, or interfere with COUNTY's use of its computers, systems and/or telecommunications, e.g., malicious code, viruses, etc.; and (2) devices that are capable of automatically or remotely stopping the Software from operating, e.g., passwords, fuses, time bombs, etc; (3) other harmful code; (4) any "back doors" or "trap doors" which allow for bypassing any security features.

CONTRACTOR shall not alter or disable any hardware or software security programs residing on COUNTY's computers/network/systems. CONTRACTOR, for itself and CONTRACTOR personnel, shall comply with all of COUNTY's requirements in relation to the security of COUNTY's computing environment, facilities and otherwise. CONTRACTOR shall immediately notify COUNTY of any actual or suspected security breach.

CONTRACTOR shall install and use antivirus and firewall software per COUNTY standards on any computing device connecting to COUNTY's computers/network/systems. CONTRACTOR shall ensure that its personnel, including but not limited to employees, contractors or other personnel, agree, in writing, to protect and keep private and secure access passwords and to not release passwords to any unauthorized individual. COUNTY may terminate said remote access at any time and for any reason.

CONTRACTOR shall provide competent individuals with the skills, knowledge and training necessary to perform Services for COUNTY under this Agreement. Said individuals shall operate and perform in a diligent and professional manner, in strict compliance with all performance specifications, and in accordance with generally accepted industry standards.

COUNTY shall have the right to remove any CONTRACTOR personnel in its sole discretion. COUNTY also has the right to ask that specific employees or personnel be assigned to the project.

Unless expressly set forth otherwise, each of the foregoing warranties is continuous in nature and will be deemed provided by CONTRACTOR on the effective date hereof, and through the term of this Agreement and, as applicable, thereafter.

#### 6. INDEPENDENT CONTRACTOR

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CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

#### 7. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

- B. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over \$100,000 or is one of several current contracts with CONTRACTOR totaling more than \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Non-discrimination and Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(B1) Affirmative Action Plan. CONTRACTOR shall:

- (i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Analysis (CC399), pursuant to paragraph (B2) below, to the Hennepin County Purchasing/Contract Services Division (P/CS); or
- (ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Analysis is not required), pursuant to paragraph (B2) below, to P/CS; or
- (iii) be granted an exemption for one of the following reasons:
  - 1. Contract is for emergency or life safety related purchases;
  - 2. CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
  - 3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
  - 4. Pursuant to Hennepin County Board policy, the County Administrator or designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by COUNTY during the term of this Agreement and any extensions. COUNTY may, in COUNTY's sole discretion, visit CONTRACTOR's site(s) to determine compliance with these requirements. AAPs must include the following elements:

- 1. EEO Policy Statement;
- 2. Identification of a person responsible for EEO Coordination;
- 3. Harassment policy statement;
- 4. Initial Workforce Analysis (Form CC399);



5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR's AAP and policy.

(B2) CONTRACTOR's Workforce Analysis/Reports obligations are as follows:

(i) CONTRACTOR shall submit an Initial Workforce Analysis (Form CC399) to P/CS within five (5) business days after contract execution. If CONTRACTOR fails to submit the Initial Workforce Analysis, COUNTY may withhold payment until CONTRACTOR complies.

(ii) If a P/CS review of CONTRACTOR's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, CONTRACTOR shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided in this Agreement.

(iii) At the end of each calendar year, CONTRACTOR shall submit an Annual Workforce Report (CC400) to P/CS for review.

- C. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified non-discrimination and/or Affirmative Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

## 8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement.

For clarification and not limitation, CONTRACTOR's obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims, suits, actions or proceedings resulting directly or indirectly from alleged infringement of any patent, patent application, copyright, trade secret, trademark, trademark application, or other proprietary or intellectual property rights copyright or any property right of another. If such a claim, suit, action or proceeding may endanger or disrupt COUNTY'S quiet use and enjoyment of the Software or Hardware, CONTRACTOR shall, at CONTRACTOR's sole expense, achieve the following results in the listed order of preference: (1) secure for COUNTY the right to continue using the Software or Hardware; or (2) replace or modify the Software or Hardware to make it non-infringing without degrading its performance or utility; or (3) refund all monies paid by COUNTY to CONTRACTOR under the Agreement, for any Software or Hardware functionality or for any Services that COUNTY is unable to use.

For further clarification and not limitation, CONTRACTOR's obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the Data provisions or other obligations regarding data and information.

## 9. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following insurance coverages:

### Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole	

proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer's Liability. Bodily injury by:		
	Accident—Each Accident	500,000
	Disease—Policy Limit	500,000
	Disease—Each Employee	500,000
3. Professional Liability—Per Claim		
	Aggregate	1,500,000
		2,000,000

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The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement.

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11. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make it protected as such under any applicable law.

For purposes of these data ownership provisions, "Data" shall mean any information or data in any format or media, electronic or otherwise, that is collected, created, received, maintained or disseminated by COUNTY, that is provided by, through or on behalf of COUNTY, its personnel, clients or affiliates, that is acquired by CONTRACTOR or CONTRACTOR personnel by virtue of access to COUNTY premises, personnel, clients, data or computers, or that is otherwise acquired in the course of performing under this Agreement.

Except as expressly provided in this Agreement, CONTRACTOR shall acquire no right, title or interest in any Data. CONTRACTOR shall use, control and safeguard Data in compliance with the terms of this Agreement including but not limited to the provisions of the MGDPA and/or HIPAA. Neither CONTRACTOR, nor any CONTRACTOR personnel,

agents, employees, or subcontractors shall use, disclose or otherwise make available any Data during the term of this Agreement or at any time thereafter except as required to perform services for COUNTY hereunder or as required by law or with COUNTY's express written consent.

Further, CONTRACTOR shall comply with the terms of the Non-Disclosure Agreement, attached as Attachment 2 and incorporated by this reference.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and

conditions specified in this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ 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, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

#### 14. MERGER AND MODIFICATION

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. This Agreement supersedes all other agreements, written or oral, including, but not limited to, any provisions in any "shrink-wrap" or "click-through" type agreements previously or subsequently provided elsewhere, and negotiations or oral representations made by or between the parties relating to the subject matter. Further, this Agreement supersedes any other license terms and conditions supplied by CONTRACTOR with the Software or otherwise and the same shall have no effect and are superseded by the Agreement.
- C. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly

provided, the substantive legal terms contained in this Agreement including but not limited to Software, Hardware, Services and Intellectual Property, Warranties, Indemnification, Insurance, Duty to Notify, Merger and Modification, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Upon cancellation or termination of this Agreement:
1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator copies of all writings so specified by COUNTY and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as any of the following that was created by CONTRACTOR pursuant to this Agreement:  
  
Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
  2. COUNTY shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, CONTRACTOR shall not, without the prior written consent of COUNTY, use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such writings.

- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- D. Any remedies or resolutions set forth in this Agreement, including but not limited to express remedies for Software Non-conformity(s), CONTRACTOR allowing unauthorized access to COUNTY computers or facilities or breach of warranty(s), as well as the remedies set forth above, shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
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- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
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- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and Accepted Milestone Releases pursuant to this Agreement. In the event CONTRACTOR has performed work toward a Milestone Release that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth herein. In the event this Agreement expires or is cancelled or terminated prior to Acceptance of Milestone Release 4 and, however, COUNTY has Accepted a Milestone Release that includes the delivery, testing and Acceptance of Software and Hardware, COUNTY shall return all Accepted Software and Hardware to CONTRACTOR and CONTRACTOR shall refund and return all amounts paid pursuant to this Agreement within thirty (30) days of said expiration, cancellation or termination.



16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); WARRANTIES AND SOFTWARE OBLIGATIONS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS- AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the (Name of County Department/Division) so as to accomplish the purposes of this Agreement, (Name and Title of Contract Manager), or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. SUBCONTRACTOR PAYMENT

CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the County for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ 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, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

20. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

21. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

22. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation.

23. MEDIA OUTREACH

CONTRACTOR shall not use the term "Hennepin County", or any derivative thereof in CONTRACTOR's advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Hennepin County Public Affairs/Communications Department, or their designees.

24. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

25. **ATTACHMENTS**

The following attachments are incorporated into and made part of this Agreement:

- A. Attachment 1 – Services
  - i. Exhibit A to Attachment 1
  - ii. Exhibit B to Attachment 1
  - iii. Exhibit C to Attachment 1
  - iv. Exhibit D to Attachment 1
  - v. Exhibit E to Attachment 1
- B. Attachment 2 -- Non-Disclosure Agreement
- C. Attachment 3 -- Software and Hardware Service and Maintenance Agreement

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COUNTY BOARD AUTHORIZATION

Reviewed by the County  
Attorney's Office:

Mike Benard

Date: 2/17/16

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: Jim Collins

Chair of Its County Board

ATTEST: Ly Clark

Deputy Clerk of County Board

Date: 3.2.16

By: [Signature]

Assistant/Deputy County Administrator  
Department Director of

Date: 3/3/16

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: [Signature]

Printed Name: SCOTT LEIENDECKER

Printed Title: MANAGING DIRECTOR

Date: 2/15/16

\*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to COUNTY. Documentation is not required for a sole proprietorship.

## **Attachment 1 Services**

This Attachment 1 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.
  - Software and Hardware requirements and specifications are further described in Exhibits B to this Attachment 1.
  - Exhibit C to this Attachment 1 provides the Poll Pad Acceptance Testing Criteria and Certificate of Acceptance.

### **1. Milestones/Deliverables/Deliverables Due Date/Payment**

**Milestone 1:** Completion of testing and delivery of Software

**Deliverables:** On or after March 1, 2016, CONTRACTOR will deliver to COUNTY two e-Pollbook Tablets (Apple iPad Air 1 MD785LL/A 16 GB Tablet 9.7") loaded with the Software for testing and acceptance. The Software shall include all functionality including modifications as described in Exhibit B.

**Deliverables Due Date:** March 10, 2016

**Payment Amount due upon COUNTY's Acceptance of Milestone 1:** \$278,020

**Milestone 2:** Delivery of Consumables and Hardware to COUNTY's Central Testing Location

**Deliverables:** On or before June 6, 2016, CONTRACTOR will deliver to COUNTY 1,165 sets of Hardware and Software (as used herein, a set of hardware shall mean an e-Pollbook Tablet, a charger cord, a Star Micronics Bluetooth Printer, a Poll Pad i360 Swivel Stand, a Battery Base, a Poll Pad Transport Case) in addition to 300 Verizon Jetpack Hotspots and Verizon Activation and Data Plans, 2,330 Poll Pad Stylus pens and 22 Meraki Routers as more fully described in this Agreement, including but not limited to Exhibit A to this Attachment 1.

**Deliverables Due Date:** June 6, 2016

**Payment Amount due upon COUNTY's Acceptance (including Acceptance Testing in Exhibit C) of Milestone 2:** \$1,240,455

**Milestone 3:** Delivery of Hardware and Consumables (estimated 700 units) in 2017 to COUNTY's Central Testing Location

**Deliverables:** On a date determined by COUNTY but no later than June 5, 2017, CONTRACTOR will deliver to COUNTY the additional 700 sets of Hardware and Software (as used herein, a set of hardware shall mean an , e-Pollbook Tablet, a charger cord, a Star Micronics Bluetooth Printer, a Poll Pad i360 Swivel Stand , a Battery Base, a Poll Pad Transport Case) in addition to 135 Verizon Jetpack Hotspots and Verizon Activation and Data Plans , 1,400 Poll Pad Stylus pens and 6 Meraki Routers as more fully described in this Agreement, including but not limited to Exhibit A to this Attachment 1.

**Deliverables Due Date:** On a date determined by COUNTY but no later than June 5, 2017

**Payment Amount due upon COUNTY's Acceptance** (including Acceptance Testing in Exhibit C) of Milestone: 3: \$837,575

**Milestone 4:** Rendering of Election Support Services (Project Management, Training, Site Support)

**Deliverables:** CONTRACTOR will provide project management support, develop training materials and training plan, deliver train-the trainer training, and provide on-going Software development and support and on-going Hardware support.

**Deliverables Due Date:** To be scheduled

**Payment Amount due upon COUNTY's Acceptance of Milestone 4:** \$5,000

## 2. Implementation Schedule

<b>Estimated Date</b>	<b>Key Service Deliverables</b>
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January – February, 2016:	Software development
<b>Deliverables:</b>	CONTRACTOR will complete all items as described in Exhibit B. CONTRACTOR will review progress on Software development bi-weekly or as needed with COUNTY until development is complete.

March 2016:	Software testing
<b>Deliverables:</b>	CONTRACTOR will complete internal testing of Software application. COUNTY will be provided two e-Pollbook Tablets loaded with Software for testing to be completed by COUNTY. The Software shall include all functionality including modifications as described in Exhibit B.

April 1, 2016:	Final Software programming and testing complete
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Deliverables:	Final Software programming and testing by CONTRACTOR and COUNTY is complete.
April 2016: Deliverable:	Schedule training CONTRACTOR will work with COUNTY to schedule training for Hennepin County staff. CONTRACTOR will also work with COUNTY to schedule training for Hennepin County clerks and clerk staff.
April 2016: Deliverables:	Develop training plan and content CONTRACTOR will work with COUNTY to finalize a training plan, training content and training data for use during training of Hennepin County staff and for use during training of Hennepin County clerks and clerk staff.
April 2016: Deliverables:	Develop training materials CONTRACTOR will work with COUNTY to develop and finalize materials to be used during training delivered by COUNTY. CONTRACTOR will develop and finalize training videos and documents. CONTRACTOR will allow COUNTY unlimited access to KNOWledgebase.
May 1, 2016:	Thirty (30) complete sets of Hardware and Software delivered to COUNTY. CONTRACTOR will deliver thirty sets of Hardware and Software to COUNTY or such other location that has been identified by COUNTY, including but not limited to municipalities, school districts or other government entities within Hennepin County's territorial boundaries for use in official elections administered and conducted by said entities. Acceptance testing of thirty (30) complete sets of Hardware and Software will be completed by CONTRACTOR with assistance from COUNTY. CONTRACTOR and COUNTY will execute "Certificate of Acceptance" upon completion of the Acceptance Testing as described in Exhibit C. Upon completion of acceptance testing, these sets of Hardware and Software will be available for use during training.
May 9 – June 3, 2016: Deliverables:	Conduct training CONTRACTOR will conduct training for Hennepin County staff and CONTRACTOR will conduct training for Hennepin County clerks and clerk staff. Sites, dates and times of training will vary.
June 6, 2016: Deliverables:	Delivery of all remaining 2016 sets of Hardware and Software to COUNTY CONTRACTOR will deliver all remaining 2016 sets of

Hardware and Software to COUNTY's central testing location.

June 6 – 17, 2016:  
Deliverable:

Completion of Acceptance testing  
Acceptance testing of all remaining 2016 sets of Hardware and Software will be completed by CONTRACTOR with assistance from COUNTY. CONTRACTOR and COUNTY will execute "Certificate of Acceptance" upon completion of the Acceptance Testing as described in Exhibit C.

June 5, 2017:  
Deliverables:

Delivery of all remaining 2017 sets of Hardware and Software to COUNTY.  
CONTRACTOR will deliver all remaining 2017 sets of Hardware and Software to COUNTY's central testing location.

June 5 – 16, 2017:  
Deliverables:

Completion of Acceptance testing  
Acceptance testing of all remaining 2017 sets of Hardware and Software will be completed by CONTRACTOR with assistance from COUNTY. CONTRACTOR and COUNTY will execute "Certificate of Acceptance" upon completion of the Acceptance Testing as described in Exhibit C.



Exhibit A to Attachment 1 — Contract No. A164895

# Detailed Cost

SOFTWARE	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
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1	Software License: Poll Pad Application Includes MDM enrollment	1865	\$235.00	\$438,275.00
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TOTAL SOFTWARE COSTS: \$438,275.00

HARDWARE	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
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1	e-Pollbook Tablet: Apple iPad Air MD785LL/A 16 GB Tablet - 9.7" - In-plane Switching (IPS) Technology, Retina Display - Apple A7 1.30 GHz - Space Gray - iOS 8- Slate - 2048 x 1536 Multi-touch Screen Display (LED Backlight) - Bluetooth	1865	\$370.00	\$690,050.00
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2	Printer: Star Micronics Bluetooth Printer	1865	\$300.00	\$559,500.00
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3	WiFi Unit: Verizon Jetpack Hotspot 1 Unit Per Precinct	435	\$150.00	\$65,250.00
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4	WiFi Connectivity: Verizon Activation and Data Plan KNOWINK is a Verizon Vertical Solutions Partner	435	\$45.00	\$19,575.00
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5	Stylus Pen: Poll Pad Stylus / (2) per unit	3730	\$2.50	\$9,325.00
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6	Hardware Stands: Poll Pad i360 Swivel Stand	1865	\$40.00	\$74,600.00
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7	Hardware Carrying Case: Poll Pad Transport Case	1865	\$100.00	\$186,500.00
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8	Battery Base	1865	\$75.00	\$139,875.00
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9	Meraki Router MR18 Includes 3 Year License	10	\$1,700.00	\$17,000.00
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10	Meraki Router MR26 Includes 3 Year License	3	\$2,200.00	\$6,600.00
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11	Meraki Router MR34 Includes 3 Year License	15	\$2,500.00	\$37,500.00
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\*\* TOTAL HARDWARE COST: \$1,805,775.00

Exhibit A to Attachment 1 — Contract No. A164895

MANAGEMENT SYSTEM	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	Management System Software License: Poll Pad Central Command & Reports	1	\$20,000.00	\$20,000.00
2	Management System Software License: Election Day Registration Module & Reports	1	\$20,000.00	\$20,000.00
<b>TOTAL MANAGEMENT SYSTEM COST:</b>				<b>\$40,000.00</b>

IMPLEMENTATION	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	Planning & Analysis: Project Management Hours	40	\$125.00	\$5,000.00
2	Design & Development: Software Development Hours	80	\$175.00	\$14,000.00
3	Testing: Quality Assurance Hours	40	\$75.00	\$3,000.00
4	Deployment & Support: Project Management Hours	80	\$125.00	\$10,000.00
5	Reimbursable Expenses: Onsite Technical Support (including travel cost)	5	\$1,250.00	\$6,250.00
<b>TOTAL IMPLEMENTATION COST:</b>				<b>\$38,250.00</b>

Exhibit A to Attachment 1 — Contract No. A164895

TRAINING	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	Training - Onsite: Train the Trainer (2 Day) Head Election Judge (1 Day) Poll Pad Central Command (1 Day) Travel Included	4	\$1,250.00	\$5,000.00
2	Training - Remote: Live Webinar	Unlimited	\$0.00	\$0.00
3	Training Videos: Poll Pad Set Up Processing Pre Registered Voters Processing Election Day Registrants Polls Open/Close	4	\$1,000.00	\$4,000.00
4	Training PDFs: Poll Pad Get Started Guide Poll Pad Connectivity Guide Poll Pad FAQs	3	\$500.00	\$1,500.00
5	Training Online: Access to KNOWledgebase	Included	\$0.00	\$0.00
TOTAL TRAINING COST:				\$10,500.00

CONSUMABLES	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	Thermal Receipt Printer Paper 1 Unit = 50 roll case	186	\$125.00	\$23,250.00
TOTAL CONSUMABLE COST:				\$23,250.00

Exhibit A to Attachment 1 — Contract No. A164895

SUPPORT	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	On Site Support Per Election at County's Request Pre Election Day (2 Days) Election Day (1 Day) Post Election Day (1 Day)	4	\$1,250.00	\$5,000.00
2	KNOWINK Remote Support Year Round - Includes Phone, Email, Online KNOWledgebase, Webinar Support	Unlimited		
TOTAL SUPPORT COST:				\$5,000.00

MAINTENANCE	ITEM	# OF UNITS	COST PER UNIT	TOTAL COST
1	Annual Software Maintenance Poll Pad Application: MDM Enrollment Software Updates & Enhancements Operating System Updates QA Testing & Bug Fixes	1865	\$125.00	\$233,125.00
2	Annual Software Maintenance Poll Pad Central Command Software Updates & Enhancements QA Testing & Bug Fixes	1	\$5,000.00	\$5,000.00
3	Annual Software Maintenance Poll Pad Election Day Registration Module: Software Updates & Enhancements QA Testing & Bug Fixes	1	\$2,500.00	\$2,500.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2017 TO MAY 31, 2018 (1165 UNITS):				\$153,125.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2018 TO MAY 31, 2019 (1865 UNITS):				\$240,625.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2019 TO MAY 31, 2020 (1865 UNITS):				\$240,625.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2020 TO MAY 31, 2021 (1865 UNITS):				\$240,625.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2021 TO MAY 31, 2022 (1865 UNITS):				\$240,625.00
TOTAL ANNUAL MAINTENANCE COST JUNE 1, 2022 TO FEBRUARY 28, 2023 (1865 UNITS):				\$180,468.75

Exhibit B

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

"e-Pollbook Tablet" shall mean a 16 GB, 9.7" Apple Ipad Air 1 MD785LL/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, Battery Bases, Poll Pad Transport Cases, Verizon Jetpack Hotspots 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:

- Addition of help features
- Precinct records count modifications
- Remove references to provisional ballots
- Begin with manual search

49) The Voter Lookup includes:

- Street Search modifications

**Exhibit B to Attachment 1 --- Contract No: A164895**

- Basic Search field modifications
- On voter search results grid, instructions and font modifications
- On voter search results grid, precinct name and number modifications
- Under additional voter functions, remove references to provisional ballots
- On Poll Worker Confirmation screen, text display modifications
- On Poll Worker Confirmation screen, "Registration" button modifications
- On Poll Worker Confirmation screen, "Return to Search" button modifications
- Voter Signature Certificate modifications

**50) Election Day Registration includes:**

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

**51) Management System includes:**

- Report options modifications
- Management system logins/views for jurisdictions modifications
- Remove references to provisional ballots
- Election Day Registration export modifications

**52) Other functionality includes:**

- Add option to print voter receipt
- Election Day Registration application and Voter Signature Certificate remain intact

Exhibit C to Attachment 1 --- 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 with battery, printer, printer power cord (2 parts), ID clip, iPad Lightning cable and wall adapter, stylus, and cleaning cloth
- ☐ Poll Pad successfully powers ON
- ☐ Connect Poll Pad to iPad charger, confirm iPad indicates Poll Pad is charging
- ☐ Connect Poll Pad to stand, confirm iPad is connected to external battery
- ☐ Poll Pad connects to in-office Wi-Fi
- ☐ Poll Pad application is installed, no other applications available
  - o Version: \_\_\_\_\_
- ☐ Poll Pad is configured for Hennepin County
- ☐ Printer successfully powers ON
- ☐ Printer is correctly identified and paired with Poll Pad
- ☐ Printer successfully prints test receipt
- ☐ Printer successfully powers OFF
- ☐ Poll Pad successfully powers OFF

Date: \_\_\_\_\_ Jet-Pack #: \_\_\_\_\_ Location: \_\_\_\_\_

Jet-pack phone #: \_\_\_\_\_

Verizon Jet-Pack Acceptance Testing Criteria

- ☐ Hardware is complete; Verizon Wireless Jet-Pack, charging cord (cable and wall adapter)
- ☐ Jet-pack successfully powers ON
- ☐ Connect Jet-pack to charging cable, confirm Jet-pack indicates unit is charging
- ☐ Jet-pack is configured for Hennepin County
- ☐ Wireless signal indicated
- ☐ Jet-pack phone number is displayed, carefully record phone # above
- ☐ Jet-pack successfully powers OFF

Exhibit C to Attachment 1 --- Contract No: A164895

Acceptance testing criteria  
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: \_\_\_\_\_

Verizon Wireless Jet-packs

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 Air 1 MD785LL/A 16GB 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, Battery Bases, Poll Pad Transport Cases, Verizon Jetpack Hotspots 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 Objective C 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 publically 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-publicly 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.

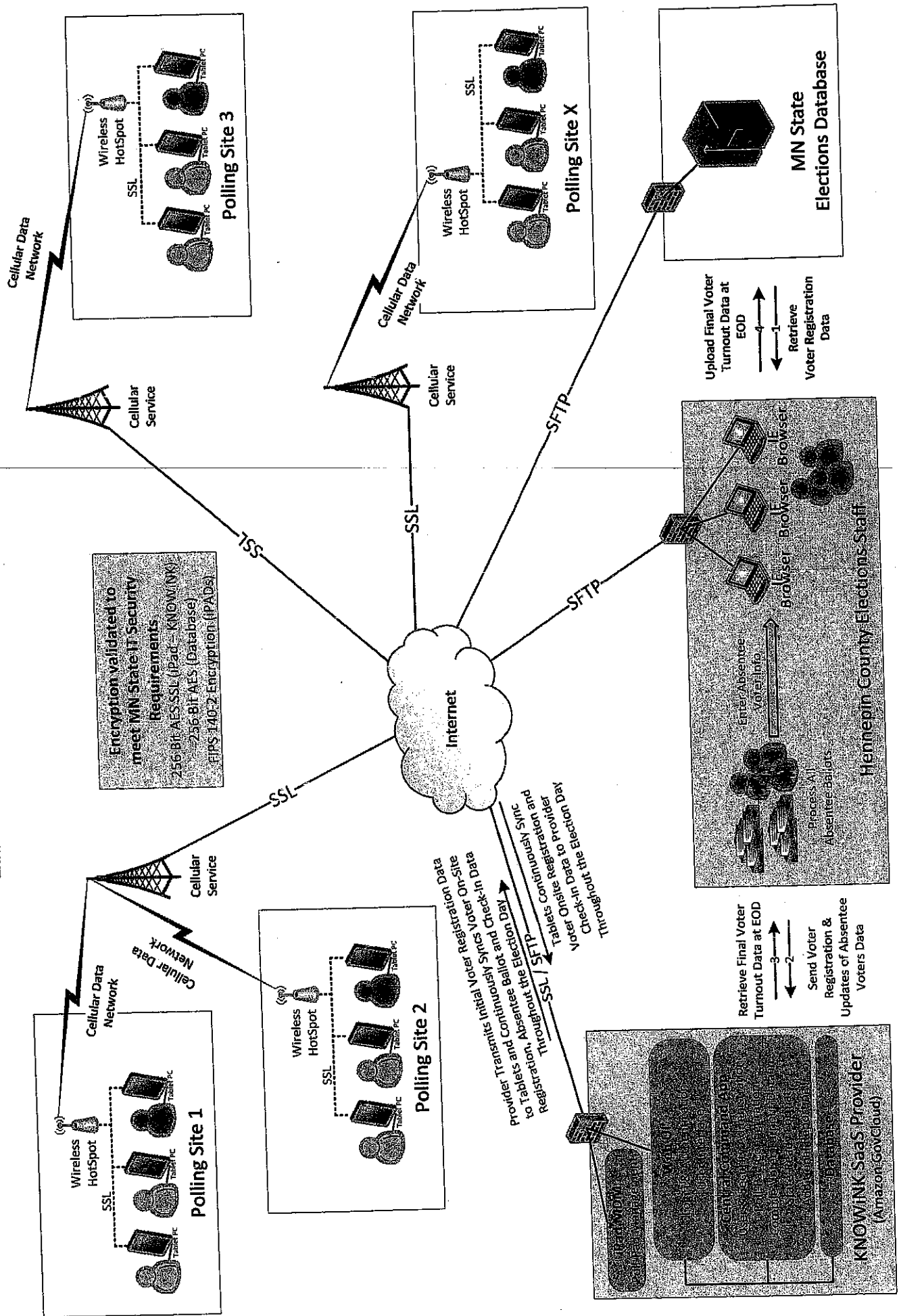
**Compliance with Minnesota State Requirements**

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 Device Enrollment Program (DEP) through Apple. DEP forces a device to be enrolled in an approved MDM server should the device be lost or stolen.

Exhibit E to Attachment 1 --- Contract No: A164895



### **Nondisclosure Agreement**

Pursuant to the terms of the Agreement (Contract No: A164895) the parties agree as follows:

In accordance with the terms of the Agreement, CONTRACTOR may gain access to, certain data, information and documentation for the purpose of providing services to COUNTY (the "Project").

References to CONTRACTOR shall include CONTRACTOR's personnel including but not limited to CONTRACTOR's employees, directors, officers, subcontractors, partners, volunteers and all other agents and representatives that may have access to Data (as defined below) or that may participate in or perform services related to the Project (said individuals may, collectively or individually, be referred to as "Personnel").

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As used herein and as consistent with applicable law, "Data" shall mean any data, information or documentation in any format or media, electronic or otherwise (i) that is provided to CONTRACTOR by or on behalf of COUNTY; (ii) that is acquired by CONTRACTOR by virtue of access to COUNTY data, information, documentation, premises, personnel, clients, or computers; or (iii) that is otherwise acquired in relation to the Project. Further, as applicable throughout this Attachment, the term "Data" shall include any subset, portion, piece, view, duplication, copy, or sampling of any Data.

1. CONTRACTOR shall use, control and safeguard all Data in compliance with the terms of the Agreement and this Attachment 2. CONTRACTOR shall safeguard and protect all Data from unauthorized access. CONTRACTOR shall only use Data as directed by COUNTY and as reasonable and necessary for the Project. Except as required by law or as directed in writing by COUNTY: (i) CONTRACTOR shall not disclose, sell, market, distribute or otherwise make any Data available to any third-party; (ii) CONTRACTOR shall not use, copy, duplicate or replicate the Data for any use or purpose other than the Project; and (iii) CONTRACTOR shall not use, sell, exploit, or develop further the Data.

2. CONTRACTOR shall restrict access to Data to only those Personnel that need such access for the purpose of the Project. CONTRACTOR shall maintain a list of individuals to whom Data access is provided and shall make said lists available upon request.

3. Prior to receiving or acquiring any Data, CONTRACTOR shall advise any Personnel that may have access to Data of the obligations imposed by this Attachment 2. CONTRACTOR shall not permit any individual to access Data unless and until the individual has executed an agreement sufficient (i) to ensure compliance with the obligations herein; (ii) to protect and safeguard the Data; and (iii) to ensure protection of COUNTY's rights under this Attachment 2. CONTRACTOR shall make said agreements available upon request.

4. Nothing in this Attachment 2 is intended to nor shall be construed as conveying to CONTRACTOR, either expressly or by implication, any right, title or interest in any Data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

5. As directed in writing by COUNTY, CONTRACTOR will promptly return or destroy all Data, including but not limited to all duly authorized shared copies of Data as well as CONTRACTOR's copies, duplicates, subsets, pieces or samplings thereof. Except to the extent directed by COUNTY to return or destroy Data, CONTRACTOR shall not be relieved of any obligation to maintain records as required by separate agreement with COUNTY.

6. For clarification and not limitation of the defense and indemnification obligations set forth in the Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from: (i) CONTRACTOR's failure to duly use, control and safeguard Data; (ii) CONTRACTOR's prohibited use, distribution, disclosure or sharing of Data; (iii) CONTRACTOR's failure to comply with applicable law including but not limited to the MGDPA; (iv) CONTRACTOR's breach of or failure to comply with any provisions of this Attachment 2; and (v) any other liability or claims related to the Data, the Project or this Attachment 2.

7. CONTRACTOR acknowledges and agrees that it would be difficult to fully compensate the COUNTY or its constituents for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, COUNTY will be entitled to seek injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish CONTRACTOR's indemnification obligation or COUNTY's right to claim and recover damages.

8. The rights, duties and obligations established herein are in addition to the rights, duties and obligations set forth in the Agreement. Notwithstanding any provision in the Agreement, if there is a conflict between the terms of this Attachment 2 and any other agreement, the terms of this Attachment shall prevail.

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

This Attachment 3 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.

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 1.

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 1, including but not limited to the following:

- 1,865 e-Pollbook Tablets  
Each e-Pollbook Tablet shall be a 16 GB, 9.7" Apple Ipad Air 1 MD785LL/A or newer;
- 1,865 Star Micronics Bluetooth Printers;
- 435 Verizon Jetpack Hotspots and Verizon Activation and Data Plans;
- 3,730 Poll Pad Stylus pens;
- 1,865 Poll Pad i360 Swivel Stand;
- 1,865 Poll Pad Transport Case;
- 1,865 Battery Bases;
- 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:

<u>Responsibility</u>	<u>Task</u>	<u>Task Sequencing</u>
COUNTY	Create voter data from voter registration system	1
CONTRACTOR/COUNTY	COUNTY will upload the voter file to Central Command.	2

**Attachment 3**  
**Software and Hardware Service and Maintenance**  
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	<p>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 Command to ensure no obvious conflicts or improper data layout is present.</p>	3
CONTRACTOR/COUNTY	<p>COUNTY will upload the Address Rules and Polling Places file to Central Command.</p> <p>CONTRACTOR will assist with any issues such as rearrangement or conversion of the street rules file to fit the specific needs of the COUNTY.</p>	
CONTRACTOR /COUNTY	<p>COUNTY will establish configuration profile.</p> <p>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.</p>	4
CONTRACTOR /COUNTY	<p>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</p>	5

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

the correct Polling Place is assigned to each Poll Pad.

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
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ii      e-Pollbook Tablets set up for an election:

<u>Responsibility</u>	<u>Task</u>	<u>Task Sequencing</u>
COUNTY/COUNTY designee	Complete Pre-Deployment Checklist (Sample Attached)	Up to Three Weeks Before Election
	COUNTY/COUNTY designee will import voter file.	6
CONTRACTOR /COUNTY/ COUNTY designee	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

CONTRACTOR will, at COUNTY's direction, schedule training for COUNTY staff and COUNTY's clerks and clerk staff. CONTRACTOR will, at COUNTY's direction, finalize a training plan, training content, and training data for use during training COUNTY staff and COUNTY's clerks and clerk staff. CONTRACTOR will develop and finalize materials to be used during training delivered by COUNTY. CONTRACTOR will develop and

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

finalize training videos and documents. CONTRACTOR will allow COUNTY unlimited access to KNOWledgebase.

**2. Election Day Support**

CONTRACTOR will provide a senior level staff member to be on-site in Hennepin COUNTY from 7:00 a.m. central time until 7:00 p.m. central time on Monday and Wednesday (the day before and the day after every election) and from 6:00 a.m. central time until 8:00 p.m. central time on Election Day for each election, or as requested by the COUNTY. On Election Day, this staff member will be placed in a central location designated by the COUNTY. His/her responsibilities will include, but not be limited to: ensuring proper functionality of Poll Pad and Central Command during the duration of the voting period, monitoring and periodic auditing of performance, assisting with voter history uploads, and answering any questions. If necessary, CONTRACTOR's staff member will escalate questions to CONTRACTOR's Election Day customer support desk. COUNTY election officials and staff may also directly contact CONTRACTOR's Election Day customer support desk. All calls will be acknowledged and/or addressed within one hour.

If an issue cannot be resolved by CONTRACTOR's Election Day customer support desk or on site staff member and needs further escalation, the issue will be forwarded by CONTRACTOR's on site staff member to CONTRACTOR's St. Louis technical support team which consists of program developers and network engineers who have developed and tested the products.

For the COUNTY's First Election, CONTRACTOR will provide five to seven qualified onsite personnel (with expertise and training on the Hardware, Software, and system) to be on the ground covering multiple key jurisdictions on Election Day. These individual's responsibilities will include, but not be limited to: ensuring proper functionality of Poll Pad and Central Command during the duration of the voting period, monitoring and periodic auditing of performance, and answering any questions.

First Election shall mean the August primary in 2016, the November general in 2016, and the November local 2017.

CONTRACTOR will bear all costs, including but not limited to labor and travel costs for any and all services provided under this Attachment 3. Notwithstanding the forgoing, for the November general in 2016 and the November local 2017, COUNTY shall reimburse CONTRACTOR's travel expenses at cost (coach airfare, one night hotel NTE \$140.00, and per diem NTE of \$64.00) with a total NTE of \$14,000.00.



**Attachment 3**  
**Software and Hardware Service and Maintenance**  
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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.

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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.

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

**5. Hardware Maintenance and Replacement**

CONTRACTOR represents and warrants the Hardware will meet the requirements of the Agreement and perform to its intended purpose. For five years, beginning on the date the Hardware is accepted by the COUNTY, at zero cost to the COUNTY, CONTRACTOR will replace broken or malfunctioning Hardware (including Apple IPAD, Printer, Jetpack, Carrying Case, Battery Base, 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 Exhibit A to Attachment 1 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.

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

**PRE-ELECTION CHECKLIST**

**Y/N**

**VALUE**

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 <b>NOT</b> 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: <input type="checkbox"/> Sleep/Wake ON <input type="checkbox"/> Volume OFF <input type="checkbox"/> Motion ON <input type="checkbox"/> Keyboards ON <input type="checkbox"/> Kiosk Mode Enabled		
<b>Equipment Check:</b> <input type="checkbox"/> Poll Pad <input type="checkbox"/> Printer <input type="checkbox"/> ID numbers on Poll Pad, Printer, and Case match <input type="checkbox"/> Stylus (2) <input type="checkbox"/> Poll Pad charger and cable <input type="checkbox"/> Stand Base <input type="checkbox"/> Stand Arm <input type="checkbox"/> Printer Power Cord & Power Adapter <input type="checkbox"/> Cleaning Cloth		
Wi-Fi Check		