



CLARK COUNTY

N E V A D A

Electronic Pollbook and Voter Registration System Replacement Project (EPVRR)

KNOWiNK Statement of Work (SOW)

June 2021

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I. GENERAL

This Statement Of Work (SOW) is by and between the Clark County Nevada (COUNTY) and KNOWiNK, LLC of St. Louis, MO (VENDOR). Provided herein are the specifications, tasks and delivery requirements for a new electronic pollbook and a voter registration system for the benefit of the COUNTY to replace the current legacy voter registration system, which is approximately 20 years old. The legacy voter registration system has reach 'end-of-life' and is targeted to be decommissioned in June 2022 and requires an expedited implementation for its replacement as described in this SOW.

II. RESPONSIBILITY OF VENDOR

The VENDOR is responsible for development of the project plan and project management for the duration of the project. VENDOR will provide all necessary personnel for the timely delivery of the products and service specified in the SOW. This includes providing information technology services related to requirements analysis, software modifications, interface development, testing, training and transition from CCED's current legacy system to the TotalVote application. Other responsibilities of the VENDOR are:

- A. VENDOR will provide specific resources to be available onsite when needed at the discretion of the COUNTY for a specified time period or frequency to reduce risk or delays to the project.
- B. VENDOR will provide a description of required expertise of COUNTY'S personnel, estimated level of effort, estimated start date of assigned tasks, estimated end date, and estimated number of meetings required no less than two (2) weeks before COUNTY staff and COUNTY subject matter experts with the necessary functional knowledge are required. COUNTY will evaluate VENDOR's estimated level of effort and adjust it based on any factors or information not available to VENDOR at the time the request is submitted.
- C. VENDOR will endeavor to report any actions by COUNTY'S staff that may result in a delay through written notice to COUNTY with intent of allowing COUNTY to address the issue before a delay occurs that may impact the project schedule. In any event, VENDOR shall not be liable for any delay or deficiency in providing services if such delay is as a result of COUNTY or COUNTY's staff.
- D. VENDOR's personnel and sub VENDOR personnel must successfully pass background investigation prior to performing any work for COUNTY.
- E. VENDOR will conduct acceptance testing at the conclusion of each implementation phase. Acceptance testing will include both a user test in which the functionality of the delivered software is tested, and a performance test, which will verify the performance capabilities of the software delivered. Both tests will be performed in the COUNTY's production environment.

- F. VENDOR will provide input to COUNTY Disaster Recovery Plan, to include the hardware and software architecture.

III. RESPONSIBILITY OF COUNTY

The Clark County Nevada (CCED) is the project COUNTY and is responsible for providing timely support by CCED Subject Matter Experts and access to existing CCED information and data as detailed in this SOW for the duration of the project. This includes providing information technology services to support VENDOR's efforts as related to requirements analysis, software modifications, interface development, testing, training and transition from CCED's current legacy system to the TotalVote application. Other responsibilities of COUNTY are:

- A. COUNTY agrees to review, accept or reject with detailed stated reasons, all deliverables submitted to COUNTY by VENDOR within five (5) business days.
- B. Access and reasonable time commitments from COUNTY's Subject Matter Experts, Election Staff and IT personnel as requested by VENDOR.
- C. Connectivity as required to COUNTY's IT network infrastructure and data storage devices.
- D. IT troubleshooting, network and firewall management to facilitate connectivity between the COUNTY/VENDOR environment and the interface to the State's voter list maintenance and HAVA Compliance system.
- E. Manage cooperation and support of the current system vendor (VOTEC) to timely fulfill VENDOR requests for data conversion, integration and support to enable VENDOR to complete related task as defined in the project schedule.
- F. COUNTY will provide qualified resource(s) to become COUNTY's trainer(s) after undergoing VENDOR's "Train-the-Trainer" process so the COUNTY takes responsibility for training the remaining system users.
- G. Training facility and logistics will be the responsibility of the COUNTY
- H. Countywide GIS-based map layers and a comprehensive set of address points will be provided for use by the TotalAddress application.
- I. COUNTY will secure support from the SOS office for the development of the HAVA required interface(s) with the State's voter registration repository.
- J. External interfaces will have at least one lower level environment for development and testing.

...

IV. SCOPE OF WORK

VENDOR will provide the following services and deliverables to produce a functional, secure, scalable, operational, and stable electronic pollbook (EPB) and voter registration (VR) system.

A. Phase 1 – Strategy

1. **Project Initiation** – VENDOR will conduct a kick-off meeting with combined project teams of the COUNTY and VENDOR's designated staff. The project goals, the proposed project plan (including the scope management plan) and the proposed project schedule will be reviewed. The team will also review Project governance and the communication plan (status reports, risk and issue management, meeting organization, etc.), quality assurance process and documentation approach.

Deliverables:

- Project plan
- Project schedule
- DevOps configured for VR Requirements and Issue tracking
- Kick off meeting minutes
- Project Initiation and Planning document submitted for acceptance

2. Electronic Pollbook (EPB) and Voter Registration (VR) System Gap Analysis, Requirements Elaboration and Design

VENDOR will elaborate on the EPB and VR business process requirements from the COUNTY such as functional and non-functional including user and operations. VENDOR will evaluate pertinent COUNTY documents such as workflows, EPB storyboards¹, EPB matrices², EPB and VR specs³, and but not limited to, documentation on in-house ancillary VR system interfaces⁴. VENDOR will participate in a demonstration by the COUNTY of the COUNTY's existing systems and processes.

VENDOR will participate in assisting COUNTY in determining EPB and VR environment requirements (i.e., hardware, platform⁵). The environmental requirements will include factors like project time constraints, performance, security, and scalability. VENDOR will quantify the number of Poll Pad devices and other peripherals needed to support the COUNTY's election poll sites.

¹ NV SDR Story Boards 11262019 FINAL_1.pdf

² Ballot-Summary-Matrix-SDR-REV-SEPT9-2020.xlsx

³ Specs.docx

⁴ InterfacesToVEMACSMatrix - V9.xlsx

⁵ Cloud or On-Premise

VENDOR will also quantify the components with cost to implement Poll Pads and ePulse.

VENDOR will facilitate sessions with COUNTY to walkthrough the requirements to clarify and to document answers to questions.

Deliverables

- EPB system requirement specifications and design for the minimum viable product (MVP) including software, hardware, and environment.
- System Design for the MVP for software, hardware, and environment.
- System Design document submitted for acceptance.
- VR system Requirements Gap Analysis and Validation specification
- Requirements Gap Analysis and Validation document submitted for acceptance.

3. Implementation Plan - VENDOR will detail EPB and VR System implementation plan which includes Migration Plan, Testing Plan, and Training Plan. A summarized description of the content of these plans follows:

Deliverable: Implementation Plan.

The EPVRR project Implementation Plan document deliverable will include the following reports and plans:

- **Configuration Confirmation report** - VENDOR shall describe its approach to the setup and configuration of the solution environments, including the number of environments, users of the environments, and timing of availability during the solution roll-out and availability after moving into the maintenance and support phase. EPB and VR environment platform, hardware, and peripherals specifications are included in this report.
- **Data Migration, Conversion, and Validation Plan** – VENDOR must describe its approach and methodology to data conversion and validation. VENDOR shall recommend a timeline with delivery dates, conversion approach, describe the level of effort, and list any assumptions related to the conversion effort. The VENDOR will plan and execute all activities necessary to convert the data from the current systems into the new solution, including the training, testing, and the production environment at implementation.
- **COOP/DR Plan** - Continuity of Operations (COOP)/Disaster Recovery (DR) Plan is developed with the COUNTY to define the fail over process and maintenance of continuous operations of the EPB and VR systems.
- **System Interfaces Plan** - The VENDOR will develop a system interfaces plan that outlines how the solution will be configured with the interfaces to meet the requirements as documented in the finalized detailed requirements and this SOW. The VENDOR will implement the interfaces in all environments based on a mutually agreed upon time frame between the COUNTY and the VENDOR.

- The System Interface Plan will be submitted for acceptance.

4. System and Integration Testing Plan

The EPVRR project System and Integration Test plan deliverable document will include the following major areas:

- **Integration Testing** – to confirm that the various major components of the proposed application system are tested in each of the three environments, and their configuration and design is stabilized before end-user testing is initiated. This will include a regression test component.
- **Functional Testing** – to verify that each transaction or business activity and feature of the proposed application system is tested fully and verified against business requirements (traceability). This will include a regression testing component.
- **Failover Testing** – testing activities to confirm EPB and VR redundant services continue to operate as designed when failures to primary EPB and VR components are experienced. Additionally, the EPB and VR operational management software detects and reports the failure.
- **Performance, Load and Scale Testing** – to confirm that the EPB and VR systems are built to be capable of handling all the existing and historical data loaded into the applications while delivering adequate transactional response time and stability necessary to support the COUNTYS election environment. Additionally, the interactions between the EPB and the VR systems exchange data at an acceptable rate to the COUNTY.
- **Security Testing** - to confirm that the EPB and VR system data is protected (i.e., confidential and/or appropriately truncated data⁶ is encrypted in-transit and at rest, truncated, managed access). The EPB and VR systems must demonstrate that they can pass penetration, vulnerability scans, ethical hacking, or security scans. The EPB and VR systems must be open to risk assessments, security auditing and posture assessments by the COUNTY.

5. User Training and User Training Plan

The training plan will be made available to the following user communities:

- System, Infrastructure, Database and Application Administrators
- Product Technical Training
- End Users (i.e., Registration, Mail, Election Worker, Election Administration, Warehousing)

⁶ Last four (4) digits of a Social Security Number (SSN), Driver's License Number/State Identification Number, Email Address, etc. Further requirement elaboration needed.

The training plans will be specific to each user community and can be accessed online, offline (compiled) copies, or on video.

At the completion of User Training, the Training Plan is submitted for acceptance.

B. Phase 2 – MVP Solution Delivery

Phase 2A – MVP Electronic Pollbook

- 1. EPB Environment** - VENDOR will initially stand up a model of the EPB environment. The model environment will provide the opportunity for the COUNTY subject matter experts to begin to become acquainted with the setup, configuration, deployment and use of the model environment. This working model will serve as a foundation for ongoing tests. When applicable, the VENDOR will stand up the quality assurance and production environment as the project progresses.

Deliverables:

- Initial Peripherals (Poll Pads, Cachebox, printers, etc.)
- Initial ePulse environment
- Initial Tech Room deployment environment
- Quality Assurance environment
- Production environment
- Set up single tenant environment

- 2. Interface To Legacy Voter Registration System** – Based on the interactions with VOTEC, the VENDOR will map and connect ePulse to the legacy VEMACS voter registration system. The COUNTY will facilitate the engagement with VOTEC if necessary.

Deliverables:

- Demonstrate that ePulse can be loaded and configured from an election set up in VEMACS
- Demonstrate that VEMACS 'election' data can be absorbed by ePulse
- Demonstrate that simple regular voter check-in transactions can flow to VEMACS
- Demonstrate that ePulse can stay in sync with changes that occur in VEMACS

- 3. Build / Implement MVP Requirements for the EPB** – Based on clarification of the requirements elaboration, gap analysis, SDR matrix logic, and demonstration of the COUNTY's core election processes, VENDOR will implement incremental releases of the solution. The incremental releases will focus on the requirements constrained by the minimum viable product guidelines. As versions of the EPB solutions are released and tested, when the

threshold of sufficient functionality is reached, an initial internal user demonstration needs to be conducted.

Deliverables:

- Incremental testable release versions of the EPB
- Absorb, interface, or eliminate any COUNTY's legacy in-house solution (if it duplicates functionality of new EPB system) as it associates to the EPB.

- 4. Implementation of the EPB System** – The VENDOR will orchestrate the necessary test defined in the implementation plan when there is an EPB release. Although there may be many releases, there will be at least three key test deliverables. The three key tests will exercise the typical election preparation processes of loading/configuring EPBs in the election warehouse, deployment to, and test in the field. These tests will include a model of the hardware and software which includes Poll Pads, ePulse, and an interface to VEMACS when possible. The test will graduate from the simplistic 'Regular' voter check-ins to include the more complex 'Same Day Registrations and HAVA' check-ins.

Deliverables:

- Trackable test results.
- Key Test 1: Small internal CCED EPB systems test with 10 testers, 10 Poll Pads and 2 test sites
- Key Test 2: Intermediate external test with Team Leads from Clark County Departments expanding to 50 testers, 50 Poll Pads and 10 sites.
- Delivery of approximately 1800 Poll Pads to Clark County warehouse and completion of acceptance documentation of hardware and software.
- Key Test 3: Pre-Go Live Test with 100 testers, 1000 Poll Pads configured but only 100 used in 20 sites.
- EPB Software and Training complete

- 5. Deploy to the Production Environment** – As the EPB system (including hardware and software) passes the 'key' tests in lower environments (i.e., Development and Quality Assurance), the VENDOR will deploy the EPB solution to the production environment. A repeat of the three 'key' tests and implementation plan test will be performed in the production environment.

Deliverable:

- MVP EPB system and environment sufficient to support the 2022 Primary Election in a production environment.
- EPB June Primary Election Build, Training and Support
- EPB Election Closeout

Phase 2B – MVP Voter Registration

- 1. Voter Registration Environment** - VENDOR will set up a reference site of their core voter registration system and environment. The reference site environment will provide the opportunity for the COUNTY subject matter experts to begin to become acquainted with the functional operation of the voter registration solution. The reference site environment will be used to confirm where it meets requirements or to expose requirement gaps. When applicable the VENDOR will stand up the Development, Test and Production environments as shown in the project schedule and documented in the Configuration Confirmation Report.

Deliverables:

- Functional Reference site of VR system
- Business SMEs provided access to the base environment
- Business SMEs provided initial training
- Quality Assurance environment
- Production environment

- 2. Data Conversion** - VENDOR will also gather data conversion requirements and document a plan for enacting the actual data conversion. VENDOR will coordinate with COUNTY to provide database schemas, data relationships, etc. and update the Data Migration, Conversion, and Validation Plan. The conversion strategy is based on an iterative approach consisting of three stages. The initial stage is migrated to the Development environment and use for early testing of the first MVP module release. This conversion requires only 'smoke' testing to ensure the data is suitable for development testing. Based on the initial conversion scripts, conversion testing and validation scripts and metrics are developed. The second stage is prior to UAT and a data refresh is used for conversion. This conversion is tested and validated using the testing and validation scripts, with conversion metrics measured. Any improvements in the test scripts are incorporated. This effort is conducted in preparation for the final stage, where a data refresh is converted just prior to the production cut over to the new system.

Deliverables:

- **VEMACS Data conversion** – VEMACS data converted into the new VR system
- **Clark County Data conversion** - In-House system data that is deemed important to absorb into the new VR system will need to be converted too.

- 3. Build / Implement MVP Requirements for the VR System** – Based on clarification of the requirements elaboration, gap analysis, legacy in-house application evaluations, and demonstration of the COUNTY's core election processes, VENDOR will implement incremental releases of the VR solution. When the VENDOR considers legacy in-house solutions for absorptions into the new VR system, the following rule-of-thumb criterion needs to be considered:
 - a. If the functionality of an in-house solution duplicates functionality already embedded into the new VR system, eliminate the in-house solution

- b. If the functionality of an in-house solution is **not** already in the new VR system and it is needed to support the COUNTY's operation and it can be absorbed in time to support the MVP delivery of the VR system, it's functionality should be migrated to the new VR system. The legacy in-house solution will be retired once a successful migration occurs.
- c. If the functionality of an in-house solution is **not** already in the new VR system and it is needed to support the COUNTY's operation and it **cannot** be absorbed in time to support the MVP delivery of the VR system, the in-house solution should be interfaced with the new VR system. In this scenario, the in-house solution should be reevaluated for absorption into the new VR system in 2023.
- d. If the functionality of an in-house solution is no longer needed, it should be retired.

VENDOR will conduct demonstrations as viable versions of the VR systems are released.

Deliverables:

- Incremental testable release versions of the new VR system.
- Absorb, interface, or eliminate any COUNTY's legacy in-house solution.

4. **Implementation of the MVP VR System** – The VENDOR will orchestrate the necessary test defined in the System and Integration Test Plan when there is a VR system release. There are three planned releases that may be augmented with additional, smaller releases to support defect repairs or operational adjustments following the three planned releases. Each of the three planned releases will be tested according to the Test Plan and each release will be accepted by the COUNTY following completion of successful testing.

Deliverables:

- Release 1 – Month 5
- Release 2 – Month 7
- Release 3 – Month 9
- Release testing results
- Release 1, 2 and 3 acceptance

5. **Deploy to the Production Environment** – As the VR system passes the 'key' tests in lower environments (i.e., Development and Test), the VENDOR will migrate the VR solution to the production environment. Following migration of the application and database from the Test to the Production environment, the data validation scripts and metrics will be generated to verify the migration occurred without error. A repeat of the three 'key' tests and implementation plan test will be performed in the production environment.

Deliverable:

- A VR and EPB system and environment sufficient to support the 2022 General Election in a production environment.

- COUNTY can retire the legacy VOTEC voter registration system
- Parallel Testing submitted for acceptance
- Implementation Readiness submitted for acceptance
- Production Go-Live submitted for acceptance

C. Phase 3 – Buildout

The Phase 3 Buildout includes requirements for additional system features and functions that are not currently supported. The requirements for these features and functions have not been fully defined and therefore the cost of development and deployment cannot be specified at this time. There are approximately 42 requirements in Attachment 2, where VENDOR's response indicates the requirement will be fully defined at some point following contract award. Following definition of the requirements, VENDOR will work with COUNTY to generate an estimate for the cost to deliver the new features and functions and VENDOR agrees to negotiate in good faith for an additional purchase order to fund the remaining development and deployment cost. The undefined requirements have been included in this SOW in the interest of full disclosure and definition of the complete scope of the project. The paragraphs below outline the post-production efforts for the Phase 3 Buildout

Phase 3A – EPB Enhancements

1. **EPB Enhancements** - VENDOR will implement EPB requirements that are beyond the MVP functionalities targeted in 2022. Based on the experiences of the 2022 Primary and General elections, VENDOR will quantify additional requirements from the COUNTY. These requirements will further support the 2024 election cycle.

Deliverables:

- Enhanced EPB system requirements specifications and design document

Phase 3B – Voter Registration

1. **VR Enhancements** - VENDOR will implement requirements that are beyond the MVP functionalities targeted in 2022. For instance, Election Worker and Inventory functions notably needed additional building out to better fit the needs of the COUNTY.

Deliverables:

- Enhanced VR system requirements specifications and design document

2. **In-House Solutions** - VENDOR will reevaluate legacy in-house solutions that were critical to the operations of the COUNTY but were not absorbable by the MVP version of the VR system.

Deliverables:

- Updates to the enhanced VR system requirements specifications and design document

3. **Build / Implement Enhancements for the VR System** – Based on experiences of the 2022 election cycle and the ‘Enhanced’ VR requirements and design deliverables, VENDOR will enhance the VR solution.

Deliverables:

- Planned ongoing releases and tracked versions of the VR or EPB system.

4. **Implementation of the VR or EPB System Enhancements** – The VENDOR will orchestrate the necessary test defined in the implementation plan when there is a VR or EPB release.

Deliverables:

- Trackable test results.

5. **Deploy to the Production Environment** – As the VR or EPB systems are enhanced and pass user acceptance test, the VENDOR will deploy the VR or EPB solutions to the production environment.

Deliverable:

- Trackable release test results
- Detail list of enhancements along with their purpose associated to the version of the VR or EPB release.
- Updated production solution

V. OUT OF SCOPE

GIS map layers for precinct splits, city zip code and county boundary layer

- Address points with Latitude and Longitude coordinates
- To be determined between VENDOR and COUNTY after completion of gap analysis of EPB and VR and beyond 2022 MVP deliverables.

VI. METHODOLOGY

KNOWiNK's process involves three main phases: defining the customer's specific needs, defining solutions and refining the application to meet those needs, and ongoing development and support.

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project
We begin by meeting with the customer to develop product deployment plans and analyze the existing system. We then define the requirements for the new system and compare those to our product functionality to identify areas of focus.

Once the requirements are understood, we configure, modify, and develop functionality in our product using a modified Agile approach tailored for this project to satisfy the identified customer requirements. We then transition customer processes and data to our product environment and jointly test all components with the customer to ensure proper functionality that meet the defined requirements, executing gating events leading to production deployment of the new system. Throughout this project process, we consistently engage users for change management leading to user training.

Once the new system is in production, we provide product updates as needed to improve performance and operations, providing support throughout the product lifecycle to help our customer create and maintain success with the new KNOWiNK system.

VII. COMPENSATION AND TERMS OF PAYMENT

Milestone payments will be made as deliverables are completed and accepted by COUNTY. Each milestone's estimated start and end dates are identified in the Project Schedule in Attachment 1. VENDOR will invoice COUNTY the following detailed costs for each milestone upon COUNTY acceptance. Payment amounts are inclusive of project management, training, and travel expenses.

| KNOWiNK | VRS | PollPad | |
|---|-----------|-------------|--|
| <i>Phase I Strategy</i> | | | |
| Project Initiation and Planning | \$120,000 | | |
| Estimated completion in Month 2 | | | |
| | | | |
| Single Tenant Solution - Annual | | \$240,000 | |
| Estimated completion in Month 2 | | | |
| | | | |
| System Design | \$120,000 | | |
| Estimated completion in Month 3 | | | |
| | | | |
| <i>Phase II MVP Solution Delivery</i> | | | |
| Implementation Plan | \$120,000 | | |
| Estimated completion in Month 9 | | | |
| | | | |
| Delivery of 1800 Electronic Pollbook Hardware & Software | | \$3,050,000 | |
| Estimated completion in Month 5 | | | |
| | | | |
| System Interfaces | \$80,000 | | |
| Estimated completion in Month 7 | | | |
| | | | |
| Software Development and Customization | | | |
| Release 1 Estimated completion in Month 5 | \$240,000 | | |
| Release 2 Estimated completion in Month 7 | \$240,000 | | |
| Release 3 Estimated completion in Month 9 | \$240,000 | | |
| | | | |
| System and Integration Test Plan | \$120,000 | | |
| Estimated completion in Month X | | | |
| | | | |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

| KNOWiNK | VRS | PollPad | |
|---|--------------------|--------------------|--|
| | | | |
| | | | |
| EPB Software Development and Training | | \$250,000 | |
| Estimated completion in Month 4 | | | |
| | | | |
| User Training | \$80,000 | | |
| Estimated completion in Month 9 | | | |
| | | | |
| Election Build & Support - June Election (estimate) | | \$300,000 | |
| Estimated completion in Month 11 | | | |
| | | | |
| Parallel Testing | \$80,000 | | |
| Estimated completion in Month 12 | | | |
| | | | |
| Election Closeout Communication Cost (Cradlepoint, Verizon, etc..) (estimate) | | \$75,000 | |
| Estimated completion in Month 12 | | | |
| | | | |
| Implementation Readiness | \$80,000 | | |
| Estimated completion in Month 10 | | | |
| | | | |
| Production Go-Live | \$320,000 | | |
| Estimated Month 13 | | | |
| | | | |
| Total Implementation Cost | \$1,840,000 | \$3,915,000 | |

See Attachment 4 'SOW Pricing Summary' for detailed 'Electronic Pollbook Hardware & Software' equipment implementation cost and ongoing licensing and data operational cost.

VIII. ASSUMPTIONS

- A. Maintenance fees cloud approved - single tenant
- B. Availability of poll pads from Apple

IX. ATTACHMENT 1**Project Schedule****Clark County EPB and VRS Project Plan
Draft**

*All Dates Tentative and Subject to Change Based on Scope of Work meetings among teams.

| WBS | Task Name | Start Date | End Date | Deliverables |
|-----|--|-----------------|-----------------|---------------------|
| 1 | 1 - Initiate | 06/21/21 | 07/30/21 | |
| 2 | 1.1 Planning | 06/21/21 | 07/30/21 | |
| 3 | 1.2 Notice to Proceed | 06/21/21 | 06/21/21 | |
| 4 | 1.3 Internal Planning Meetings | 06/21/21 | 06/25/21 | |
| 5 | 1.4 Customer Kickoff Meeting | 06/21/21 | 07/09/21 | |
| 6 | 1.5 Begin KNOWINK's 10 Step Client Onboarding Process | 06/21/21 | 07/30/21 | |
| 7 | 1.6 Review Initial Project Schedule | 06/21/21 | 07/15/21 | |
| 8 | 1.7 Sign-off on Initial Project Schedule | 07/19/21 | 07/23/21 | |
| 9 | 1.8 Weekly Project Meeting | 06/21/21 | 11/08/22 | |
| 10 | 2 - Gather Requirements EPB & VRS - Analysis | 06/21/21 | 08/31/21 | |
| 11 | 2.1 WPA - Work Process Analysis Document | 06/21/21 | 07/02/21 | |
| 12 | 2.2 Review Warehouse Layout/Workflow | 07/05/21 | 07/16/21 | |
| 13 | 2.3 Network Review Warehouse & Polling Place Connectivity | 07/05/21 | 07/30/21 | |
| 14 | 2.4 Gather and review Voter Checkin process, Storyboards, Matrix and Workflow | 06/21/21 | 07/16/21 | |
| 15 | 2.5 Project Planning for Minimum Viable Product Requirements for VRS | 06/21/21 | 07/16/21 | |
| 16 | 2.6 Gather and Review Initial Data Exchange Requirements with VOTEC | 06/28/21 | 07/30/21 | |
| 17 | 2.7 Perform initial Gap Analysis. EPB | 07/05/21 | 07/30/21 | |
| 18 | 2.8 Perform initial Gap Analysis. VRS | 07/30/21 | 09/13/21 | |
| 19 | 2.9 Review All Requirements and Project Scope | 07/30/21 | 08/27/21 | |
| 20 | 2.11 Sign-off Requirements Document and Scope of Work. (Deliverable Project Initiation and Planning) | 08/31/21 | 08/31/21 | Deliverable VRS/EPB |
| 21 | 3 - ePulse/MDM Client Setup EPB | 06/21/21 | 07/16/21 | |
| 22 | 3.1 Setup Initial ePulse/MDM Client | 06/21/21 | 07/09/21 | |
| 23 | 3.2 Configure Initial EPB's (10) | 06/22/21 | 07/16/21 | |
| 24 | 3.3 Load Initial Testing Data for EPB | 07/05/21 | 07/16/21 | |
| 25 | 3.4 Vendor to set up test environment | 07/05/21 | 07/30/21 | |
| 26 | 4 - Software Deployment MVP - EPB and VRS | 07/05/21 | 06/14/22 | |
| 27 | 4.1 Development Work EPB | 07/05/21 | 10/04/21 | |
| 28 | 4.2 Create single tenant solution. (Deliverable - Single Tenant Solution) | 07/05/21 | 08/13/21 | Deliverable EPB |
| 29 | 4.3 Initial Development - for Poll Pad Delivery | 07/05/21 | 10/04/21 | |
| 30 | 4.3a Conduct EPB Initial Test 1 - Small Internal CCED EPB system test with 10 pads | 08/30/21 | 09/03/21 | |
| 31 | 4.3b Review Findings | 09/06/21 | 09/10/21 | |
| 32 | 4.4 Prep for EPB Field Test 2 | 10/04/21 | 10/29/21 | |
| 33 | 4.4a Conduct EPB Field Test 2 - 50 Pol Pads | 11/01/21 | 11/05/21 | |
| 34 | 4.4b Review Findings | 10/18/21 | 10/29/21 | |
| 35 | 4.5 Prep for EPB Test 3 Go Live | 11/01/21 | 01/14/22 | |
| 36 | 4.5a Conduct EPB Test 3 Go Live Test | 01/24/22 | 01/28/22 | |
| 37 | 4.5b Review Findings | 01/24/22 | 02/04/22 | |
| 38 | 4.6 Development Work VRS | 07/05/21 | 04/29/22 | |
| 39 | 4.6a Software Development and Customization Release 1 (Deliverable) | 07/05/21 | 12/06/21 | Deliverable VRS |
| 40 | 4.6b Software Development and Customization Release 2 (Deliverable) | 12/07/21 | 02/07/22 | Deliverable VRS |
| 41 | 4.6c Software Development and Customization Release 3 (Deliverable) | 02/08/22 | 04/08/22 | Deliverable VRS |
| 42 | 4.6.1 Publish architecture Process Diagrams | 09/06/21 | 09/10/21 | Deliverable VRS |
| 43 | 4.6.2 System Design. (Deliverable - System Design) | 07/05/21 | 10/05/21 | Deliverable VRS |
| 44 | 4.6.3 Data Conversion | 08/06/21 | 03/04/22 | |
| 45 | 4.6.4 Develop Scripts | 08/06/21 | 12/03/21 | |
| 46 | 4.6.5 Conduct Conversion | 09/10/21 | 03/11/22 | |
| 47 | 4.7 System and Integration Test Plan | 07/05/21 | 01/07/22 | Deliverable VRS |
| 48 | 4.8 Interface Development | 08/31/21 | 03/31/22 | |
| 49 | 4.8.1 System Interface (Deliverable) | 08/31/21 | 04/29/22 | Deliverable VRS |

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SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

| WBS | Task Name | Start Date | End Date | Deliverables |
|-----|--|------------|----------|-----------------|
| 50 | 4.9 Conduct Parallel Testing of TotalVote VREMS during June 2022 primary. (Deliverable) | 05/02/22 | 06/14/22 | Deliverable VRS |
| 51 | 4.9.1 Review June Election Day findings | 06/14/22 | 07/01/22 | |
| 52 | 4.9.2 Update ENB and VRS from Election Day Findings | 07/05/22 | 07/29/22 | |
| 53 | 4.9.3 Implementation Plan (Deliverable) | 07/05/21 | 04/05/22 | Deliverable VRS |
| 54 | 5 - Hardware Deployment. EPB | 07/05/21 | 10/29/21 | |
| 55 | 5.1 Initial Testing/Training Units - 10 EPB | 07/05/21 | 07/09/21 | |
| 56 | 5.1.1 Configure 10 Training Poll Pads and Kits for testing and development | 07/05/21 | 07/06/21 | |
| 57 | 5.1.2 Delivery of Poll Pad Training Kits to the state | 07/06/21 | 07/09/21 | |
| 58 | 5.2 Poll Pad Preparation -1800 EPB | 10/04/21 | 10/29/21 | |
| 59 | 5.2.1 Configure Poll Pad and Kit | 10/04/21 | 10/22/21 | |
| 60 | 5.2.1 Onsite Delivery of Poll Pad and Kits | 10/25/21 | 10/29/21 | |
| 61 | 6 - Acceptance Testing & Poll Pad Configuration | 08/02/21 | 10/29/21 | |
| 62 | 6.1 Create Test Scripts - EPB | 08/02/21 | 08/13/21 | |
| 63 | 6.2 KNOWINK Internal testing | 08/16/21 | 08/27/21 | |
| 64 | 6.3 User Acceptance Testing (UAT) & Configuration Review EPB | 09/06/21 | 09/30/21 | |
| 65 | 6.4 User Acceptance Testing & Configuration Sign-off EPB | 09/30/21 | 09/30/21 | |
| 66 | 6.5 Conduct Load Test on EPB | 10/04/21 | 10/15/21 | |
| 67 | 6.6 Poll Pads Delivered - Final Acceptance of hardware and software of 1800 EPB cases. (EPB Deliverable) | 11/01/21 | 11/12/21 | Deliverable EPB |
| 68 | 7 - Training and Documentation EPB & VRS | 07/05/21 | 06/06/22 | |
| 69 | 7.1 Develop Documentation List | 07/19/21 | 09/30/21 | |
| 70 | 7.1.2 Update System Documentation EPB/VRS | 09/30/21 | 12/31/21 | |
| 71 | 7.1.3 Update User Training Documentation EPB/VRS | 10/04/21 | 12/31/21 | |
| 72 | 7.2 Training/Initial Database Build | 07/05/21 | 07/16/21 | |
| 73 | 7.2.2 Build EPB Training Database | 07/05/21 | 07/16/21 | |
| 74 | 7.3 Training | 07/05/21 | 01/20/23 | |
| 75 | 7.3.1 Provide initial Admin Training (ePulse) to County | 07/19/21 | 12/31/21 | |
| 76 | 7.3.2 Provide On-Site Train-the-Trainer classes on EPB (Deliverable EPB Training complete) | TBD | TBD | Deliverable EPB |
| 77 | 7.3.3 Provide Virtual and On-Site training classes for VRS | 10/04/21 | 11/08/22 | |
| 78 | 7.3.4 Complete VRS User Training (Deliverable) | 10/04/21 | 06/14/22 | Deliverable VRS |
| 79 | 7.3.5 KNOWINK to Provide Virtual or Site County Poll worker Train-the-Trainer (Pre-Training)*** | TBD | TBD | |
| 80 | 8 Implementation Services - MVP Solution | 12/06/21 | 04/01/22 | |
| 81 | 8.1 Test 3 - Go Live Test Election | 12/06/21 | 01/28/22 | |
| 82 | 8.2 Set up Test 3 - Go Live Election guidelines and goals | 12/06/21 | 12/17/21 | |
| 83 | 8.3 Conduct Test 3 Go Live Election | 01/24/22 | 01/28/22 | |
| 84 | 8.4 Review Test 3 Go Live Election results | 01/31/22 | 02/11/22 | |
| 85 | 8.5 Make revisions from Test 3 Go Live Election Results | 02/14/22 | 03/25/22 | |
| 86 | 8.6 Update Documentation for June Primary | 03/28/22 | 04/01/22 | |
| 87 | 8.7 VRS Implementation Readiness (Deliverable) | 07/05/21 | 05/06/22 | Deliverable VRS |
| 88 | 9 - Primary Election Preparation | 04/04/22 | 06/14/22 | |
| 89 | 9.1 Election Day Data Planning | TBD | TBD | |
| 90 | 9.2 Develop Logic & Accuracy Testing Checklist | TBD | TBD | |
| 91 | 9.3 Virtual Training on L&A Checklist | TBD | TBD | |
| 92 | 9.3a Training on VRS and EPB continued | TBD | TBD | |
| 93 | 9.4 County Import Initial Voter File | TBD | TBD | |
| 94 | 9.6 County to Perform Logic & Accuracy | TBD | TBD | |
| 95 | 9.7 County Import of Supplemental Voter File | TBD | TBD | |
| 96 | 9.8 Early Voting | 05/28/22 | 06/10/22 | |
| 97 | 9.9 Primary 2022 Election Day | 06/14/22 | 06/14/22 | |
| 98 | 9.9.1 County Exports Voter Log (Deliverable - Election Build and Support for EPB) | 06/15/22 | 06/24/22 | Deliverable EPB |
| 99 | 9.9.2 Close out Primary Election Communication cost (Cradlepoint, Verizon, etc.) Deliverable EPB | 06/15/22 | 06/30/22 | Deliverable EPB |
| 100 | 10 - Post-Election Closeout and Next Steps | TBD | TBD | |
| 101 | 10.1 Post-Election Lessons Learned | 06/20/22 | 06/24/22 | |
| 102 | 11 EPB and VRS MVP Merged | TBD | TBD | |
| 103 | 11.1 EPB Enhancements/Changes from Election findings | 06/27/22 | 08/12/22 | |

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SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

| | WBS | Task Name | Start Date | End Date | Deliverables |
|-----|-----------|---|-----------------|-----------------|-----------------|
| 104 | 11.2 | Enhanced VR System requirements specifications and design Doc | 06/20/22 | 07/15/22 | |
| 105 | 11.3 | In-House Solutions review | 06/20/22 | 07/08/22 | |
| 106 | 11.4 | Implementation of the VR and EPB System Enhancements | 07/18/22 | 09/16/22 | |
| 107 | 11.5 | Test implementation | 08/01/22 | 09/26/22 | |
| 108 | 12 | General 2022 Election Preparation | 09/26/22 | 11/08/22 | |
| 109 | 12.1 | Election Day Data Planning | TBD | TBD | |
| 110 | 12.2 | VRS Production Go-Live (Deliverable) | 07/15/22 | 08/05/22 | Deliverable VRS |
| 111 | 12.3 | Develop Logic & Accuracy Testing Checklist | TBD | TBD | |
| 112 | 12.4 | L&A Checklist | TBD | TBD | |
| 113 | 12.5 | County Import Initial Voter File | TBD | TBD | |
| 114 | 12.6 | County to Perform Logic & Accuracy | TBD | TBD | |
| 115 | 12.7 | County Import of Supplemental Voter File | TBD | TBD | |
| 116 | 12.8 | Early Voting | 10/22/22 | 11/04/22 | |
| 117 | 12.9 | Election Day | 11/08/22 | 11/08/22 | |
| 118 | 13 | Buildout | 11/28/22 | 12/31/23 | |
| 119 | 13.1 | Review enhanced EPB system requirements specifications and design document | 11/28/22 | TBD | |
| 120 | 13.2 | Review enhanced VRS system requirements and specifications and design document. | 11/28/22 | TBD | |
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Note: knowINK will successfully perform UAT prior to placing any of the above deliverables into production

X. ATTACHMENT 2

Matrix for Electronic Pollbook and VRS Requirements to System Capabilities

1. GIS-Mapping-Redistricting

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|---|
| 1 | 29 | Maintain Addressing (Residential, Mailing, GIS), Voter Signatures, Precincting, Absentee Ballot Requests, Vote History, Provisional Ballots, Early Voting and Election Day Polling Place Management | All information listed is stored in a voter's record in TotalVote |
| 2 | 81 | Provide ability to Change/Add/ and Delete Precincts | This is a current TotalVote functionality |
| 3 | 87 | Maintain District File | This functionality is currently supported in TotalAddress |
| 4 | 88 | Maintain Precinct File with splits when appropriate | This functionality is currently supported in TotalAddress |
| 5 | 89 | Maintain street segment file with street range, precinct, precinct split, postal municipality, zip code | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. Users are also able to create a street segment file in TotalAddress. |

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| 6 | 90 | Segments can be odd numbers, even numbers, or both | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 7 | 91 | Split street segments and automatically update voters | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 8 | 92 | Combine street segments and automatically update voters | TotalAddress will allow Clark County to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 9 | 93 | Show voter counts by street segment | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 10 | 94 | Prevent overlapping street segments | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 11 | 95 | Prevent deletion of street segments with voters assigned | TotalAddress allows you to maintain all addresses, precincts and other boundaries without using a street segment file. |
| 12 | 96 | Track special addresses--optionally prevent precincting voter at address | TotalAddress allows you to mark addresses as businesses and not register voters at those addresses. |
| 13 | 97 | Print street index | TotalAddress can convert point addresses into a traditional Street Index for printing |
| 14 | 98 | Share data with Arcinfo, Mapinfo- custom programming may be required | Exports/imports in TotalAddress for shapefiles and address points. |
| 15 | 99 | Allow for comparing/reconciling Clark County GIS | Clark County's GIS street center line will be included in TotalAddress |

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| | | street center line with VR street range. | |
| 16 | 100 | Make temporary copy of database including streets, precincts, districts, and voters for redistricting | Imported data can be “previewed” in TotalAddress before being committed. |
| 17 | 101 | Create new precincts and districts for redistricting | This functionality is currently supported in TotalAddress |
| 18 | 102 | Alter assignment of precincts to districts for redistricting | Precinct reassignment is an existing function of TotalAddress done by uploading a new precinct layer. |
| 19 | 103 | Alter street segment assignment to precincts for redistricting | Not applicable with TotalAddress |
| 20 | 104 | Report on new districts, precincts, streets with voter counts | This functionality is currently supported in TotalAddress |
| 21 | 105 | Transfer new districts, precincts, streets to live date at scheduled time | This functionality is currently supported in TotalAddress |
| 22 | 106 | Auto update voters with new precincts and districts | This functionality is currently supported in TotalAddress |
| 23 | 107 | Delete precincts | This functionality is currently supported in TotalAddress |

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| 24 | 181 | Replace, integrate, absorb, or interface GIS in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |
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2. Registration

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|--|---|
| 1 | 28 | Scanning and image uploads of voter registration documents | When deployed in the Cloud, Voter Records in TotalVote can store unlimited images/scans associated with a voter's registration. |
| 2 | 60 | Affidavit Maintenance - Ability to assign and track voter registration forms issued to Field Registrars, Groups, Organizations, and Satellite locations | This functionality is currently supported in TotalVote. |
| 3 | 86 | Provide real time duplicate/HAVA Compliant automated checks as voter entry occurs | This functionality is currently supported in TotalVote, via interfaces. |
| 4 | 182 | Replace, integrate, absorb, or interface Registration in-house routines to VR system. | All in-house routines will be discussed in Gap Analysis. |

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| | | (real-time where possible) | |
| 5 | 206 | Related to Field Registrars: Need fields to enter FR information i.e., name, address, mailing address, party, telephone number, fax, email; Effective and Expire Date; Issue and Return Affidavits; Ability to Add, Modify and Delete; Ability to print receipts, affidavit and voter list | TotalVote fields are fully configurable to the needs of each customer. TotalVote has recently added Volunteer Deputy Registrars for similar requirements in Travis County, TX. Volunteer Deputy Registrars currently cannot print receipts. |
| 6 | 207 | Related to Field Registrars: Automatically update FR module when changes have been made on the voter registration side; Option to sort by Affidavit Number | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 7 | 208 | Related to Mail In-Distribution/Satellite: Need fields to enter Groups, Organizations, individual's information i.e., name, address, mailing address, telephone number, fax, email, | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |

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| | | website; Date Issued Affidavits; status active, inactive | |
| 8 | 209 | Related to reports: Need Address Envelopes, Badge labels, Folder labels, Field Registrar List, Satellite Distribution list, Organization and Mail-In Distribution List | This functionality is currently supported in TotalVote, via Advanced Search |
| 9 | 210 | Related to reports: Ability to sort and print by status (active, Inactive, cancelled); print individually or group reports | This functionality is currently supported in TotalVote, via Advanced Search |
| 10 | 211 | Ability to Search, enter and modify registrations; Search by Name, DOB, Address, Registration Number, NVDL/ID Number or Last 4 of SSN, or Affidavit number | This functionality is currently supported in TotalVote, via Advanced Search |

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| 11 | 212 | Multiple searches at once to check for duplicates | This functionality is currently supported in TotalVote, via Advanced Search |
| 12 | 213 | Provides fields to search and combine duplicate voter registrations | Duplicates are automatically searched and possible duplicate records display in the Home Queue for review and processing. |
| 13 | 214 | Ability to view the registrations side by side with signatures to combine the registrations | Potential duplicate records display side-by-side for comparison. TotalVote highlights fields from the two records that do not match. |
| 14 | 215 | Ability to run a report to audit all information entered during data entry and run by Operator, Date, or batch number | This functionality is currently supported in TotalVote, via Advanced Search |
| 15 | 216 | Run an Audit report by batch, user, or date and have report include the email and citizenship | This functionality is currently supported in TotalVote, via Advanced Search |
| 16 | 217 | Ability to Print a Voter Registration Card on the spot for a voter or in bulk and in several different languages | This functionality is currently supported in TotalVote, via Notices |
| 17 | 218 | Track phone calls for a record: what change/correction made and by whom | This functionality is currently supported in TotalVote, in the Correspondence tab of the Voter Record |

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| 18 | 220 | Ability to change a voter's status | This functionality is currently supported in TotalVote, via Voter Record (with appropriate permissions) |
| 19 | 221 | Ability to send different types of notices | This functionality is currently supported in TotalVote, via Notices |
| 20 | 222 | Ability to print Voter Mailing Labels for both registered and unregistered voters | Individual voter labels can be printed from the individual's Voter Record. Batch labels can be printed from Notices |
| 21 | 223 | Ability to print requests from online for applications | Applications can be printed from the Public Portal |
| 22 | 224 | Issue Registration Number | This functionality is currently supported in TotalVote |
| 23 | 225 | Ability to Add, Modify and Cancel voters, View documents, and signature; set up notices | This functionality is currently supported in TotalVote |
| 24 | 226 | Ability to view Registration and Vote Histories, Voter's Districts, Representatives, and Provisional Ballot status | TotalVote Voter Record and Voter Information Portal |
| 25 | 227 | Ability to scan documents without data entry into record | Barcodes generated in Notifications allow for this feature |

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| 26 | 228 | Batch scan applications and Display images of the application section that is being entered into the system | This functionality is currently supported in TotalVote |
| 27 | 229 | Check with the DMV/SSA for HAVA Compliance while data is entered | This functionality is currently supported in TotalVote, through Interfaces with Nevada Department of Motor Vehicles (DMV)/Social Security Administration (SSA) |
| 28 | 230 | Ability to enter both the NVDL/ID number and last 4 of SSN so that both are in voter's record | TotalVote Voter Record can include both fields |
| 29 | 231 | Have the dates automatically change to the date submitted when reregistering a cancelled or voided record | This functionality is currently supported in TotalVote |

3. NVRC/NVRA

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|--|--|
| 1 | 79 | Provide NCOA/NVRA data and process | This functionality is currently supported in TotalVote, via Interfaces |
| 2 | 183 | Replace, integrate, absorb, or interface NVRC/NVRA in-house routines to VR system. | All in-house routines will be discussed in Gap Analysis. |

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| | | (real-time where possible) | |
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4. Poll Worker Updates

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|--|
| 1 | 33 | Store poll worker information (name, address, phone numbers, email, work history, etc.). Also, poll worker's current status (active, inactive, etc.). Link poll worker record to worker's registration record. | These fields are stored as pieces of the Voter's record. |
| 2 | 119 | Store poll worker information (name, address, social security #, date of birth, phone numbers, email, language, student, comments, etc.). | These fields are stored as pieces of the Voter's record. |
| 3 | 120 | Include status options for workers (active, inactive, unsuitable, etc.) | These fields are stored as pieces of the Voter's record. |

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| 4 | 121 | Ability to reset the status for workers in a batch process. For example, reset all active workers to inactive after election so that we can set to active individually for next election | TotalVote creates a Poll Worker flag on a voter's record. Poll Workers can be assigned to individual elections and are automatically unassigned after an election. |
| 5 | 122 | Store additional information for county employee volunteers (department, division, supervisor's name, supervisor's phone number) | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 6 | 123 | Some free-form fields that we can use as needed (i.e., we currently have a field for t-shirt size and one for if the worker is part of an organization). Also, our internal audit group has requested a field that we can mark that worker agrees he/she is not a candidate or related to a candidate. | The Voter Record includes free form fields. |
| 7 | 124 | Enter a new poll worker (both registered and unregistered). | This functionality is currently supported in TotalVote |

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| 8 | 125 | Registered poll workers should be linked to registration record. | This functionality is currently supported in TotalVote |
| 9 | 126 | Schedule poll workers to work at Election Day polling locations | This functionality is currently supported in TotalVote |
| 10 | 127 | Schedule workers to early voting sites (ability to schedule by day or by shift). | This functionality is currently supported in TotalVote |
| 11 | 128 | Same worker must be able to be scheduled to both early voting and Election Day, but system should not allow the same worker to be scheduled on same day to two different locations. | Poll Workers can be scheduled for Early Voting and Election Day in TotalVote. Currently, the system does not provide an alert if the Poll Worker is “double booked.” This feature will be added to meet Clark County’s requirement. |
| 12 | 146 | Ability to purge records marked for deletion (i.e., duplicate records, deceased, etc.) | Records are not deleted in TotalVote. Duplicate records are combined and deceased records are marked as deceased with appropriate documentation, etc. |
| 13 | 147 | Link a poll worker record to a certain registration record after the fact (i.e., if incorrect record was originally linked or if unregistered student is now old enough and has registered) | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County’s specific need. |

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| 14 | 148 | A place to enter a recruiting area for a certain polling location and the recruiters name and phone number. We separate the county into several areas and assign a recruiter to each area. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 15 | 152 | Ability to create/update own drop-down menus. | Available to users with appropriate permissions. |
| 16 | 153 | Dashboard showing statistics such as how many workers assigned by job, how many still not assigned. | Statistics are currently available as a canned report – Poll Worker Assignment Report |
| 17 | 160 | An alert that a student has turned 18 and can now register. | This functionality is currently supported in TotalVote. Preregistered voters are automatically registered at midnight on their 18 th birthday. |
| 18 | 184 | Replace, integrate, absorb, or interface Poll Worker Update in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

5. Election Set up

| Seq in Grp | <i>Req ID</i> | <i>Business Functionality</i> | <i>System Module/Component</i> |
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| 1 | 21 | Allow county election officials the ability to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within their jurisdiction | This functionality is currently supported in TotalVote EMS. |
| 2 | 22 | Provide definition for separate ballot styles that reflect different combinations of contests that are included depending on place of residence of the voter or similar administrative criteria | This functionality is currently supported in TotalVote EMS. |
| 3 | 23 | Provide software capability for the creation of newly defined elections. | This functionality is currently supported in TotalVote EMS. |
| 4 | 24 | Provide software capability for the retention of previously defined election setups. | This functionality is currently supported in TotalVote EMS. |
| 5 | 25 | Provide software capability to copy, edit and delete previously defined elections. | This functionality is currently supported in TotalVote EMS. |
| 6 | 78 | Print Candidate and Ballot Proofing Reports | This functionality is currently supported in TotalVote EMS. |

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| 7 | 83 | Must maintain a master list of Offices | This functionality is currently supported in TotalVote EMS. |
| 8 | 185 | Replace, integrate, absorb, or interface Election Set Up in-house routines to VR system. (real-time where possible) | This functionality is currently supported in TotalVote EMS. |
| 9 | 233 | Provide software capability for the creation of newly and maybe concurrent defined elections. | This functionality is currently supported in TotalVote EMS. |

6. Poll Place Identification

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|---|---|
| 1 | 49 | Ability to add a new polling place or to update polling place information such as name of site, address, phone numbers. | This functionality is currently supported in TotalVote EMS. |
| 2 | 50 | Ability to assign a polling place to the current election | This functionality is currently supported in TotalVote EMS. |
| 3 | 51 | Ability to search poll sites by district, precinct, poll site code or by election type | This functionality is currently supported in TotalVote EMS. |

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| 4 | 52 | Ability to look into poll site history and pull poll site names used in past elections | This functionality is currently supported in TotalVote EMS. |
| 5 | 53 | Ability to generate confirmation letters for selected poll sites | This functionality is currently supported in TotalVote Notices |
| 6 | 54 | Ability to mark if a site survey was conducted for a particular poll site | This functionality is currently supported in TotalVote |
| 7 | 55 | Ability to link site drawings & attach documents to a poll site as required | This functionality is currently supported in TotalVote – Polling Place notes |
| 8 | 57 | Ability to record last site survey date | This functionality is currently supported in TotalVote – Polling Place notes |
| 9 | 59 | Ability to see historical data for a site including voting machines count and voter turnout at poll site | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 10 | 129 | Enter number of workers needed for each polling site by job (i.e., 3 pollbook operators, 2 voting machine monitors, etc.). | This functionality is currently supported in TotalVote. |
| 11 | 130 | System should track how many vacancies still at a polling site | This functionality is currently supported in TotalVote. |

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| 12 | 166 | Ability to log contact information for multiple people per site including a field for contact type | TotalVote currently provides contact information for one poll worker per polling place. Additional fields can be added for additional contacts. |
| 13 | 167 | Ability to designate early voting versus election day use of a site (we have site that could be used for one or the other or both) | This functionality is currently supported in TotalVote. |
| 14 | 168 | Ability to enter individual early voting dates and operating hours (this varies by site) | This functionality is currently supported in TotalVote. |
| 15 | 169 | Need field to enter “voting room”; one for Early Voting and one for Election Day | This functionality is currently supported in TotalVote. Special Instructions Field displays on the Public Portal. |
| 16 | 170 | Ability to track equipment quantities for multiple types of equipment (voting machines, pollbooks, tables, chairs, etc.) | TotalVote’s Inventory module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. If selected, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure the module to Clark County’s specific requirements. |
| 17 | 171 | Several miscellaneous “notes” fields. Minimum of two to three preferred. One could be used in the traditional way but others can be used to add information that | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County’s specific need. |

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| | | can be pulled into reports i.e. Setup appointment time. | |
| 18 | 172 | Ability to scan and save documents to a specific site. | This functionality is currently supported in TotalVote. |
| 19 | 174 | Several open fields to enter Yes/No information i.e. Campaigning Allowed Y/N or Firearms Restricted Y/N | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 20 | 175 | Sites must have the ability to merge confirmation letters, linking Room location, Chairs/Tables qty, and Yes / No answer to whether or not Team Leader can arrive prior to election day to set up. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 21 | 186 | Replace, integrate, absorb, or interface Poll Place Identification in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |
| 22 | 235 | Need location precinct on polling place. | Requirement unclear. Will be further defined and discussed in Gap Analysis. |

7. Poll Place & Poll Worker Assignments

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|---|
| 1 | 34 | Assign poll workers to a particular polling site. Not allow a worker to be assigned to more than one polling site. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 2 | 40 | Store polling places that will be used in the election. | This functionality is currently supported in TotalVote. |
| 3 | 42 | Provide a way to assign same worker to both election day and early voting and to track both. | This functionality is currently supported in TotalVote. |
| 4 | 43 | Provide a separate area to store county employee's information who are working at a polling site. | County employees who are registered to vote can be flagged as poll workers and information is available as part of the Voter Record. For unregistered county employees, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 5 | 131 | View poll workers current work assignment and training class | Work assignments can currently be viewed in TotalVote. Training Classes are not currently tracked. |

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| 6 | 132 | Store and be able to view past history of work assignments (location and job), cancellations, reasons for cancellations, pay history, class history | This functionality is currently supported in TotalVote. |
| 7 | 133 | Find available workers who are not yet assigned within an area of town such as a zip code. | This functionality is currently supported in TotalVote, via the Poll Worker page. |
| 8 | 149 | Print previous list of who has worked at a site by election and by site. | This functionality is currently supported in TotalVote. |
| 9 | 150 | Reports (flexible or ad hoc reporting). | This functionality is currently supported in TotalVote. |
| 10 | 151 | Way to create and update own templates for letters, notices, etc | This functionality is currently supported in TotalVote. |
| 11 | 155 | Mass emailing option for workers. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 12 | 156 | Ability to send mass text messages. | This functionality is currently supported in TotalVote. |
| 13 | 159 | Ability to copy poll worker assignments from election to election. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |

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| 14 | 161 | Assign area poll sites to recruiters and maybe have a tab for each recruiter to see their own sites. Supervisor can reassign if needed. | Upon contract award, KNOWiNK will work with Clark County to document this requirement and build the new feature to meet Clark County's specific need. |
| 15 | 173 | Ability to view assigned poll workers and their positions for each site | This functionality is currently supported in TotalVote |

8. Training Class Setup

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|---|
| 1 | 35 | Store training classes including date, time, location, class description and maximum number of students. Track number of students assigned to each class. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 2 | 36 | Assign workers to a training class. Only allow if there are still available training spaces available for that class. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 3 | 37 | Create a roster for each class and be able to track if workers attended the class and if passed or failed the test. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |

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| 4 | 134 | Ability to enter class locations (name, address, directions, contact name, contact phone, comments, type of class held at location). | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 5 | 135 | Ability to enter training classes (date, time, job or jobs who may attend, location, capacity, instructors). | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 6 | 136 | Assign workers to a training class or classes. Create a roster for each class. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 7 | 137 | Ability to mark the worker as attended for class and also mark as passed/failed. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 8 | 138 | Track number of workers in a class and not allow to go over capacity. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark |

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| | | | County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 9 | 143 | Generate notices for workers individually and in batches (i.e., training notices for a certain class, assignment notices after class attended and passed) | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 10 | 144 | Track cancellations and reason for cancellation | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 11 | 154 | Online training module that tracks if worker attended and passed online training. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 12 | 157 | Ability to duplicate a training class (same type, same time) to a different date or date range so it does not have to be entered each time. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 13 | 158 | Ability to export the training schedule in calendar view to Excel or PDF. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii |

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| | | | and configure it to Clark County's specific requirements. |
| 14 | 162 | Some type of indication in worker profile showing they are assigned but have not yet attended class. | TotalVote's Training Class module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 15 | 187 | Replace, integrate, absorb, or interface Training Class Setup in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

9. Candidate Filing

| Seq in Grp | <i>Req ID</i> | <i>Business Functionality</i> | <i>System Module/Component</i> |
|------------------|-------------------|--|--|
| 1 | 30 | Ability to manage candidate filing such as assigning Candidates to offices | This functionality is currently supported in TotalVote EMS |
| 2 | 115 | Need a <i>Filed By</i> field for Candidate Filing | This functionality is currently supported in TotalVote EMS |
| 3 | 116 | Need Social Media field such as Twitter for candidate filing | This functionality is currently supported in TotalVote EMS |

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| 4 | 117 | Need field to show name of user who modified a record in candidate filing by activity and updated By fields | This functionality is currently supported in TotalVote EMS |
| 5 | 118 | Need ability to sort candidates in alpha order within their offices | This functionality is currently supported in TotalVote EMS |
| 6 | 163 | Prints candidate filing forms and paperwork | This functionality is currently supported in TotalVote EMS/Voter Record |
| 7 | 164 | Shows verified candidate information to webpage real-time | This functionality is currently supported in TotalVote EMS |
| 8 | 188 | Replace, integrate, absorb, or interface Candidate Filing in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

10. Warehouse Machine Assignments

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|--|
| 1 | 66 | Must be able to print "Polling Place Check-In labels 2 X 4 for Vote Centers | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 2 | 67 | Must be able to print "Polling Place Check-In labels 2 X 4 no Barcode | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 3 | 68 | Must be able to print "Polling Place Check-In labels 2 X 4 with Barcode | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 4 | 69 | Must be able to print "Polling Place Check-in Large Crate labels" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 5 | 70 | Must be able to print "Polling Place Check-in Large Crate labels for Vote Centers" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the |

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| | | | requirement and build the new feature to meet Clark County's specific need. |
| 6 | 71 | Must be able to print "Polling Place Check-in Small Transfer Case Labels" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 7 | 72 | Must be able to print "Polling Place Check-in Small Transfer Case Labels for Vote Centers" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 8 | 73 | Must be able to print "Polling Place Contact Envelopes" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 9 | 74 | Must be able to print "Polling Place Mailing Labels" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 10 | 75 | Must be able to print "Polling Place Mailing Location Sheets" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. If selected, KNOWiNK will work with Clark County to document the requirement and |

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| | | | build the new feature to meet Clark County's specific need. |
| 11 | 76 | Must be able to print "Polling Place Mailing Location Sheets with no route" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 12 | 77 | Must be able to print "Warehouse Item labels 2 X 4" | TotalVote supports a wide range of label configurations and printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |
| 13 | 189 | Replace, integrate, absorb, or interface Warehouse in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |
| 14 | 219 | EV Polling Place Location Sheets | TotalVote supports a wide range of printing options. This exact requirement is not currently supported by TotalVote. Upon contract award, KNOWiNK will work with Clark County to document the requirement and build the new feature to meet Clark County's specific need. |

11. Tabulation Setup

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|---|
| 1 | 176 | Receive an election set export from VR system for the DVS tabulation system (i.e., Contest, Candidates, Precincts, Ballot styles, . . .) | This functionality is currently supported in TotalVote. |
| 2 | 190 | Provide Elector Count export data file(i.e., active voter counts by precinct by party) from VR system for import to tabulation system | This functionality is currently supported in TotalVote. |

12. Assign Poll Workers to sites / training

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|--|
| 1 | 41 | Generate notices to poll workers such as class notice and assignment notice. | This functionality is currently supported in TotalVote, via Notices. |
| 2 | 145 | Ability to print individual address labels or in a batch (i.e., all workers assigned to a certain job) | This functionality is currently supported in TotalVote, via Notices. |

13. Order Mail Ballots

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|--|
| 1 | 191 | Replace, integrate, absorb, or interface Order Mail Ballots in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

14. Order Sample Ballots

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|---|
| 1 | 27 | Generate a consolidated sample ballot containing all races, issues and questions. | This functionality is currently supported in TotalVote EMS/Voter Information Portal (where voters can view and download a sample ballot). |
| 2 | 192 | Replace, integrate, absorb, or interface Order and Send Sample Ballots in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

15. Send Sample Ballots

Same requirement as “Order Sample Ballot”

16. Absentee Preprocess

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|---|
| 1 | 26 | Overall process management for absentee ballots including ballot issuing and tracking | This functionality is currently supported in TotalVote EMS/Voter Record/Voter Information Portal. |
| 2 | 112 | Must have seasonal address fields | This functionality is currently supported in TotalVote. |
| 3 | 114 | Must have ability to view all voter signatures within absentee modules | This functionality is currently supported in TotalVote. For quicker processing, TotalVote includes a 4-up screen for confirming returned mail ballots signatures. |

17. Remote Access by Mail Ballot (RAVBM) distribution by email

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|---|
| 1 | 177 | Replace, integrate, absorb, or interface RAVBM Utility in-house routine to VR system. (real-time where possible) | TotalVote includes a UOCAVA/ADA ballot delivery module that can be accessed via the Public Portal. All in-house routines will be discussed in Gap Analysis. |

18. Conduct a ballot pull and scan out

19. Electronic Pollbook

See the MATRIX FOR ELECTRONIC POLLBOOK REQUIREMENTS section.

20. Early Voting

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|--|
| 1 | 193 | Replace, integrate, absorb, or interface Early Vote and Election Day in-house routines to VR system. (real-time where possible) | All in-house routines will be discussed in Gap Analysis. |

21. MB Tracking Report

22. Mail Ballot Processing

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|--|
| 1 | 61 | Must have the flexibility to be updated by results from the AGILIS mail scanner sorter. | TotalVote is currently used with AGILIS scanners in Washington and Hawaii. |
| 2 | 62 | Must be able to supply voter check-in data or other voter challenge | TotalVote is currently used with AGILIS scanners in Washington and Hawaii. |

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| | | data to the AGILIS mail ballot sorter | |
| 3 | 63 | Must be able to supply data on voters that were sent a mail ballot as necessary. | Voter Record tracks all ballots sent to voters. Voters can access this information via the Public Portal. |
| 4 | 64 | Must be able to supply voter signature data for use with the AGILIS mail ballot scanner sorter. | TotalVote is currently used with AGILIS scanners in Washington and Hawaii. |
| 5 | 65 | Must be able to export election set up data to the AGILIS (i.e., precincts). | TotalVote is currently used with AGILIS scanners in Washington and Hawaii. |
| 6 | 108 | Must have Absentee History | This functionality is currently supported in TotalVote, via the Voter Record |
| 7 | 109 | Must have a Batch Nbr search capability | Ballots can be searched by batch on the TotalVote Ballot Search page or filtered by batch number on the Ballot Return page. |
| 8 | 110 | Must have separate FPCA module with limited access for resources that do not process FPCAs | This functionality is currently supported in TotalVote. All FPCAs are automatically logged for EAVS reporting. |
| 9 | 111 | Must have One-Stop registration and Absentee Ballot set up | This functionality is currently supported in TotalVote |
| 10 | 113 | Must have additional fields to accommodate non-US addresses | Voter Record can toggle between U.S. and foreign addresses fields |

23. Election Day

Same requirement as “Early Voting”

24. Canvass

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|-----------------------------|---|
| 1 | 80 | Produce EAVS report/process | All required EAVS data is automatically captured in TotalVote and the report is available to be downloaded by authorized users. |
| 2 | 85 | Produce Canvass reports | TotalVote currently supports all canvassing activities. |

25. Provisional Ballot Reconcile (Canvass)

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|---|
| 1 | 84 | Provide Same Day Registration activity reporting from poll worker entry to reconciliation, SDR and HAVA | “Canned” reports for all Same Day Registration Activity can be created and saved through the Advanced Search. |
| 2 | 194 | Replace, integrate, absorb, or interface Provisional Ballot Reconcile (Canvass) in-house routines to VR system (real-time where possible). | All in-house routines will be discussed in Gap Analysis. |

26. D-Suite Summary (Report) (Canvass)

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|--|
| 1 | 195 | Replace, integrate, absorb, or interface Tabulation/VR Comparison Summary Reports (Canvass) in-house routines to VR system (real-time where possible). | All in-house routines will be discussed in Gap Analysis. |

27. Poll worker payroll records

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|--|--|
| 1 | 38 | Store types of poll worker jobs and pay amounts for each. | This functionality is currently supported in TotalVote |
| 2 | 39 | Create a payroll file by assigning pay amounts for each position in a batch process. | TotalVote's Poll Worker module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 3 | 139 | Store pay types (election day, setup pay, etc.). | This functionality is currently supported in TotalVote |

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| 4 | 140 | Store types of jobs and pay for each job. | This functionality is currently supported in TotalVote |
| 5 | 141 | Ability to create a batch payroll file that can be exported to Excel. | TotalVote's Poll Worker module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |
| 6 | 142 | Ability to change pay amount or delete pay for an individual record | TotalVote's Poll Worker module was built for Hawaii but never deployed because Hawaii switched to an all Vote-by-Mail state. Upon contract award, KNOWiNK will work with Clark County to utilize the development work for Hawaii and configure it to Clark County's specific requirements. |

28. Voted History

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|---|---|
| 1 | 196 | Replace, integrate, absorb, or interface Voted History in-house routines to VR system (real-time where possible). | TotalVote includes a full Voter History in the Voter Record. All in-house routines will be discussed in Gap Analysis. |

29. Elected Official

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|---|--|
| 1 | 82 | Record and report Elected Official data | This functionality is currently supported in TotalVote/Voter Information Portal. |

30. Petitions

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|-----------|---|---|
| 1 | 197 | Related to set up. Need fields to enter all type of petitions i.e., Candidate and Non Candidate, initiative, Referendum, Recall; District Types and Descriptions i.e., President, Congress, Assembly, Senate, Commission, Education, Regent, School, County, City, Ward, Township, State, Federal, and all special districts; Rules, Dates (Issued/Filing/First Valid & Last Valid) Number of required signers, Sample Percentage; Contact Information i.e., Organization, Contact Name, Address, City, State, Zip, Telephone, Fax, Email | This functionality is currently supported in TotalVote, via the Petitions module. |
| 2 | 198 | Related to set up. Need to have a field to enter the year a candidate was elected. This is needed for recall petitions | This functionality is currently supported in TotalVote EMS. |

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| 3 | 199 | Related to pages: Need fields to enter page numbers, Date, Unused lines, Page Status Valid/Invalid; Ability to Add, Delete, Modify | This functionality is currently supported in TotalVote, via the Petitions module. |
| 4 | 200 | Related to pages: Have an indicator that notifies the operator if/when a page is skipped or missed | This functionality is currently supported in TotalVote, via the Petitions module. |
| 5 | 201 | Related to signature verification: Automatically display random selected page numbers; ability to access VR record and signature; Automatically update status if signature match, cancelled or not registered, ability to modify status by using a drop down menu to change "OK" to applicable status i.e., SQ- Signature Questionable, SP - Signed in Pencil, SR- Signature Rejected, WD- Wrong District, AR-Address Rejected AQ-Address Questionable, AC- Address Change, TD- Transaction date | This functionality is currently supported in TotalVote, via the Petitions module |

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| | | questionable, NSF-No Signature on file, etc. | |
| 6 | 202 | Related to signature verification: The system should capture the signers vote history to identify if the person voted in specific election. This is needed for recall petitions | This functionality is currently supported in TotalVote, via Voter History |
| 7 | 203 | Related to withdrawals: Need ability to search, add and delete a signer; Ability to enter withdrawals before and after petition is submitted | This functionality is currently supported in TotalVote through a combination of the Voter Record and the Petition module |

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| 8 | 204 | Reporting: Need Page Setup Proof list, Pages with Sample Lines, Petition Signature Details, Petition Statistics Summary, Signer Detail with Status, Signer Detail with Status Not OK, Signer Summary by Page, Voters Withdrawn from Petition | All reports listed are currently available in TotalVote Canned Reports <i>except</i> the Page Setup Proof List. This can be developed to meet Clark County's requirement. |
| 9 | 205 | Create a report that gathers data when the signature verification process is complete. That data is then populated onto the Certificate of Results notice, which is then submitted to the Secretary of State office | TotalVote includes a Petition Summary, which can be configured to be populated onto the Certificate of Results notice. |

31. Log on access for temps

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
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| 1 | 178 | Need ability to add many temporary workers at once. | This functionality is currently supported in TotalVote, via Roles and Permissions |

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| 2 | 179 | Need ability to grant/expire log on access to VR system for multiple temp workers and track them | This functionality is currently supported in TotalVote, via Roles and Permissions |
| 3 | 180 | Need report on show timed out temporary worker accounts. | This functionality is currently supported in TotalVote, via Roles and Permissions |
| 4 | 232 | Record full names of and other identifying information when defining system user. | This functionality is currently supported in TotalVote, via Roles and Permissions |

32. Miscellaneous

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------|--------|--|---|
| 1 | 31 | Support ad hoc reporting capabilities | Robust reporting capabilities are available to authorized users, via Advanced Search. All information in the TotalVote system is searchable and is restricted through User Roles and Permissions. |
| 2 | 32 | Provide easy to use functionality for end users as well as IT and Admin Users. | We have spent 10+ years developing and refining user-friendly UI. Many new features and functionality are driven by customer feedback. |

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| 3 | 44 | Have GIS like graphic user interface with registration information publicly available with filters and reporting devices and even login to make minor changes (email, etc.) | Requirement unclear. Will be further defined and discussed in Gap Analysis. |
| 4 | 45 | Availability of hybrid workflows (human / machine) and activities to better maintain sequence of events and actions) | TotalVote contains many workflows designed to increase productivity. |
| 5 | 46 | Utilization of Business intelligence to let user create and customize information visualization and printing | TotalVote can be connected to BI tools. |
| 6 | 47 | Ability to interface with other systems such as (pollbooks, mail sorters, in house apps, GIS system, Inventory system, secretary of state system, Tabulation etc.) | TotalVote has successfully interfaced with other election systems, including tabulation systems, pollbooks, mail sorters, inventory systems, printers, and other in-house apps, for 10+ years. |
| 7 | 48 | Ability to support workflow definitions and executions of tasks to better define and maintain sequence of events | TotalVote contains many workflows designed to increase productivity. |

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| 8 | 56 | Ability to look for voting machines and voters in each poll site | TotalVote will provide a real time interface with all Poll Pads to provide the ability to look for voting machines and voters in each poll site. |
| 9 | 234 | Need Ad hoc 'exporting' capabilities from key VR areas (i.e., voter, absentee, Poll place, . . ., etc. | All Advanced Search reports can be exported out of TotalVote |

33. Electronic Poll Book Requirements

| Seq in Grp | Req ID | Business Functionality | System Module/Component |
|------------------|--------|--|---|
| 1 | 16 | Must be able to interact and communicate current Clark County Voter registration System | KNOWiNK currently works with Votec Vemacs in 5 other jurisdictions. |
| 2 | 17 | Must be able to interact and communicate with most of Voter registration system in the markets | KNOWiNK works with 45 other voter registrations systems across the country. |
| 3 | 18 | Must support English, Spanish and Tagalog as language choices for the voter | Poll Pad supports over 34 different languages including English, Tagalog, and Spanish. Additional languages can be uploaded using ePulse. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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|---|----|--|---|
| 4 | 19 | Ability to Check-in and activate voting cards for all types of voters, i.e., regular, SDRI provisional, SDRO provisional, SDRU online provisional, SDRU in-person provisional, HAVA provisional (ID required and not registered) | Poll Pad supports creating regular and provisional voter access cards for the Dominion Voting System. KNOWiNK supports same day registrations in numerous states including Minnesota, Washington DC, California, and other states. Our Same Day Registration process is highly customizable out of the box, however, it may require further customizations to meet the Clark County processes. We are happy to work with you to understand and implement these requirements upon award. |
| 5 | 20 | Ability to register SDRI (Same Day Registration In-Person) voters | KNOWiNK supports same day registrations in numerous states including Minnesota, Washington DC, California, and other states. Our Same Day Registration process is highly customizable out of the box, however, it may require further customizations to meet the Clark County processes. We are happy to work with you to understand and implement these requirements upon award. |
| 6 | 21 | Ability to catch update instantly for SDRO (Same-Day Registration Online) and SDRU online (Same-Day Registration Updates online), including signatures from DMV. | Poll Pad can display this information within two minutes of it being received by ePulse. ePulse can integrate in a live communication with BPro VRS to download this information and synchronize it to Poll Pads in real time. |
| 7 | 22 | Ability to capture voter signature and compare it with voter's registration on record | This functionality is supported. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 8 | 23 | Ability to look up voters by registration ID #, first name, last name, NV driver license ID #, NV state ID #, home address, last 4 digits of SSN, date of birth (DOB) plus another piece of data, or a combo of multiple types of data, e.g., first name and home address. | We currently have all of this functionality except searching by the last four of the SSN. This can be added through customization upon contract award. |
| 9 | 24 | Ability to quick update and retrieve information from the voter registration system | This functionality is supported through an API connection. between the system. |
| 10 | 25 | Ability to prevent double voting | This is accomplished with live peer-to-peer synchronization among Poll Pads and server synchronization via ePulse countywide. |
| 11 | 26 | Ability to cancel check-ins if needed | This functionality is supported. |
| 12 | 27 | Ability to burn voting cards to be used on Dominion Voting machines | This functionality is supported. |
| 13 | 28 | In addition, must be able to reactivate cards for all voters. | This functionality is supported. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 14 | 29 | Ability to log card activation including voter's name and registration ID | This functionality is supported. |
| 15 | 30 | Ability to print voter activity labels | This functionality is supported using the Star Micronics label printer. |
| 16 | 31 | Ability to support Early Voting and Election Day | This functionality is supported. |
| 17 | 32 | Ability to track Voter activity logs and counts | This functionality is supported using the summary report feature on Poll Pad. |
| 18 | 33 | Ability to monitor the EPBs and check on their status | ePulse can monitor and track status on all Poll Pads including online status, battery level, printer connection, etc. |
| 19 | 34 | Ability to monitor voter activities and apply changes to their status | ePulse can monitor voters and update their status in real time. |
| 20 | 35 | Ability to generate reports on numbers of voters (in person, by mail, SDR provisional ballots, HAVA provisional ballots) | This functionality is supported using the Poll Pad Summary Report and the ePulse Velocity Report. |
| 21 | 36 | Ability to modify the application functionality and features as per Clark County needs | The Poll Pad and ePulse system is highly configurable using existing options developed with our other 900 jurisdictions across the United States. Functionality requested by Clark County that does not already exist in Poll Pad can be developed upon contract award. |
| 22 | 37 | Ability to complete the whole voter check-in process electronically without the need of any paper | This functionality is supported. |

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| | | document in any case | |
| 23 | 38 | Ability to track voter Driver license issuing state and halt the voters that have a non-NEVADA driver license. Also for SDRI and SDRO voters, ability to detect if NV DL or ID is expired and halt process. | This functionality is supported. |
| 24 | 39 | Ability to print voter activity labels | This functionality is supported using the Star Micronics label printer. |
| 25 | 40 | Ability to connect to network printer to print larger document such as sample ballot | Similar functionality is supported using Poll Print (ballot on demand printer). It could be modified to print sample ballots. |
| 26 | 41 | Also for SDRI and SDRO voters, ability to detect if NV DL or ID is expired and halt process. | This functionality is supported. |
| 27 | 42 | Ability to connect to network printer to print larger | Similar functionality is supported using Poll Print (ballot on demand printer). It could be modified to print sample ballots. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| | | document such as sample ballot | |
| 28 | 43 | Provide real time duplicate/HAVA Compliant automated checks as the poll worker enters the same day registration data | We currently support checking for duplicates and alerting the user if a voter with the same name and DOB is already registered. |
| 29 | 44 | Provide Poll Status, Signature images and Reports on a daily basis | This functionality is supported using Velocity Reports in ePulse. |
| 30 | 45 | Pollbook setup | See the instructions included in the KNOWiNK User Guide provided is part of KNOWiNK's submitted response. |
| 31 | 46 | Login process | Poll Pad supports three types of authentication schemes for Poll Workers. Upon award, we can discuss the best option for Clark County. |
| 32 | 47 | Options for searching for a voter (last name, first name, DOB, Driver's license number, address) | This functionality is supported. |
| 33 | 48 | Ability to scan a driver's license, registration card or sample ballot barcode to search for a voter | This functionality is supported. |

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| 34 | 49 | Process a registered voter without flags to record (i.e., Inactive, ID Required, Citizenship Pending, Mail Ballot Requested, Mail ballot Voted, Already Voted). For instance, an idea voter. | This functionality is supported. |
| 35 | 50 | Workflow when there is a flag to a record: Inactive, ID Required, Citizenship Pending, Mail Ballot Requested, Mail ballot Voted, Already Voted | This functionality is supported using the Poll Pad prompts feature. The workflows can be custom programmed into ePulse to walk a poll worker through each unique situation. |
| 36 | 51 | Update a voter's record (residential and/or mailing address, party, name, phone #, email). Certain updates will trigger a provisional (SDR update) and need a provisional ID number to generate. Updates of e-mail, phone #, and/or mailing address will automatically be | KNOWiNK supports same day registrations/updates in numerous states including Minnesota, Washington DC, California, and other states. Our Same Day Registration process is highly customizable out of the box; however, it may require further customizations to meet the Clark County processes. We are happy to work with you to understand and implement these requirements upon award. |

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| | | regular ballots, not provisional ballots. | |
| 37 | 52 | Process an SDR (same day registration). SDR should trigger a provisional, unless it is an SDRU that only changed the phone #, e-mail, and/or mailing address (voter gets a regular ballot in that case). Need a provisional ID number to generate. | KNOWiNK supports same day registrations in numerous states including Minnesota, Washington DC, California, and other states. Our Same Day Registration process is highly customizable out of the box; however, it may require further customization to meet the Clark County processes. We are happy to work with you to understand and implement these requirements upon award. |
| 38 | 53 | Auto-populate fields for SDR new registration when driver's license of NV ID is scanned. | This functionality is supported. |

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| 39 | 54 | Process online same day registrations and updates. Should trigger a provisional and need a provisional ID number to generate, unless it is an SDRU that only changed the phone #, e-mail, and/or mailing address (voter gets a regular ballot in that case). | KNOWiNK supports same day registrations in numerous states including Minnesota, Washington DC, California, and other states. Our Same Day Registration process is highly customizable out of the box; however, it may require further customizations to meet the Clark County processes. We are happy to work with you to understand and implement these requirements upon award. The ability to configure a Same Day Registration as a provisional in certain situations and can be customized for Clark County. |
| 40 | 55 | Process HAVA provisional voters for both “no ID” and “not registered” scenarios. Need a provisional ID number to generate. If applicable, the system must be able to flag the voter to show this person must provide acceptable ID by the Friday after election day. | Poll Pad supports processing provisional voters and flagging voters in various statuses. The system can be customized to generate a provisional ID number per your specifications upon award. |
| 41 | 56 | Continue to process voters if system is offline | Poll Pad is built in an “offline first” mentality, meaning the system is fully designed to process voters offline and upload them when a connection is available. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 42 | 57 | All records processed offline will be updated automatically when system is back online. | Poll Pad is built in an “offline first” mentality, meaning the system is fully designed to process voters offline and upload them when a connection is available. |
| 43 | 58 | Real-time updates to all pollbooks and to central management system. | All transactions are synchronized between ePulse and Poll Pad every 2 minutes, provided a connection is available. |
| 44 | 59 | Ability to burn vote cards for both regular and provisional ballots for the Dominion voting system. | This functionality is supported. |
| 45 | 60 | Ability to re-burn a vote card for both regular and provisional ballots | This functionality is supported. |
| 46 | 61 | Connect to label printer and print and reprint various labels (if we don’t have ability to print forms (see item #65) | Poll Pad supports the Star Micronics Label printer to print labels in polling locations. |
| 47 | 62 | Ability to cancel check-ins including provisional check-ins (SDR). | Poll Pad has the ability to cancel regular voter check-ins. Ability to cancel Same Day Registrations can be added upon award. |
| 48 | 63 | Voter activity logs (name, registration #, time, type of activity) | This functionality is supported. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 49 | 64 | Totals by type of check-in (regular, SDR, HAVA) | This information is available in the Summary Report. |
| 50 | 65 | Management system that allows Election Dept to track all activity at the sites including when a pollbook is offline. | This functionality is available in ePulse which includes the ability to track all activity on Poll Pads. |
| 51 | 66 | Ability for all workers to sign in/out for shift, in/out for lunch (including workers who do not work on the e-pollbooks such as voting machine monitors, and to sign the election oath using the pollbook. Create a payroll file based on this information. | This functionality is supported on both Poll Pad and ePulse and will be integrated directly with the BPro Total Vote system. |
| 52 | 67 | Ability to precinct an address, including for homeless voters based on the 4 street corners where they are located the most. | Functionality can be supported by the way data is provided to the pollbook. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 53 | 68 | Print forms with the appropriate data pulled from the system (i.e., voter's name, reg #, SDR type, whether voter provided ID, etc.) | Poll Pad supports printing various forms during the checkin and Same Day Registration process. Forms are customizable in ePulse using a template system. |
| 54 | 69 | Explain how wait time information can be captured and published to a website to be evaluated by the public? | Wait time is captured using a QR code generated by Poll Pad, handed to the last voter in line, then scanned when that voter is at the check-in table. The wait time is synchronized up to ePulse, which can then be provided in an iFrame or other data format as requested by Clark County. |
| 55 | 70 | Must have adjustable font size (large, easy to read fonts and an uncluttered user-friendly layout for both poll workers and voters.) | Poll Pads can increase the font size using the touch to zoom feature built into iOS. |
| 56 | 71 | Must have contrast enhancement to help those with vision issues | Contrast Enhancement is available as an accessibility feature in iOS. |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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| 57 | 72 | Must be able to show the status on a machine activation card. This means being able to see whether the voter their ballot on the machine, the date and time it was activated or the ballot cast, the precinct for which the card was activated and the pollbook ID # where it was last activated. | We do not currently support this functionality, but upon review of the API documentation with Dominion, this functionality can be added upon award. |
|----|----|--|---|

XI. ATTACHMENT 3**34. Technical Requirements**

| Seq in Grp | Req ID | Technical requirement | Must have | | | |
|------------|--------|--|-----------|--|--|--|
| 1 | | Ability to secure the device by cable locks | x | | | |
| 2 | | Prohibit the use of unauthorized iPads | x | | | |
| 3 | | Prohibit the use of unauthorized external devices such as USB drives | x | | | |
| 4 | | Ability to shutdown devices remotely | x | | | |
| 5 | | Ability to track devices remotely | x | | | |
| 6 | | Must use strong passwords to access device | x | | | |
| 7 | | Restrict the use of unnecessary applications on the devices | x | | | |
| 8 | | Block the download of applications on device | x | | | |
| 9 | | All network communication between the devices must be encrypted | x | | | |
| 10 | | Ability to manage the devices that can communicate on the network | x | | | |
| 11 | | Ability to store and export a list of audit | x | | | |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

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|----|--|--|---|--|--|--|
| | | records that reflect all actions of the system | | | | |
| 12 | | Ability to test peripherals for QA purposes | x | | | |

XII. ATTACHMENT 4 SOW Pricing Summary

| Total Year 1 Equipment Cost | | | | \$ | 3,050,000 |
|---|--|-----------|------|------|-----------|
| | | | | | |
| Hardware Cost Year 1 | | Price | Qty | Cost | |
| Cellular iPads (128gb) | | \$ 531 | 1800 | \$ | 955,800 |
| Star Micronics Bluetooth Label Printer | | \$ 509 | 1800 | \$ | 916,200 |
| Encoder, Voter Access, Dominion Integration | | \$ 90 | 1800 | \$ | 162,000 |
| Transport Case | | \$ 125 | 1800 | \$ | 225,000 |
| i360 Stand | | \$ 40 | 1800 | \$ | 72,000 |
| Stylus (2) | | \$ 5 | 1800 | \$ | 9,000 |
| CacheBox 420 | | \$ 35,000 | 1 | \$ | 35,000 |
| Hardware Cost Year 1 Total | | | | \$ | 2,375,000 |
| | | | | | |
| Software Cost Year 1 | | Price | Qty | Cost | |
| e-Pulse | | \$375 | 1800 | \$ | 675,000 |
| Software Cost Year 1 Total | | | | \$ | 675,000 |

SOW Clark County Elections Electronic Pollbook and Voter Registration System Replacement Project

| Years 2 - 5 Renewed Annually | | | |
|--|-----------|------|------------|
| 1) Annual EPB Software License, MDM & Maintenance (Years 2-5, billed annually) | \$ 125 | 1800 | \$ 225,000 |
| 2) Annual ePulse Software License (Years 2-5, billed annually) | \$1,000 | 1 | \$ 1,000 |
| 3) Annual VRS Software and Maintenance License | \$400,000 | 1 | \$ 400,000 |
| 4) Verizon Wireless Data Plan Activation, per Cradlepoint or Cellular iPad (Billed annually; required with iPad Cellular) - Networking/Data | \$15 | 1800 | \$ 27,000 |
| 5) Verizon Wireless Data Usage, (billed per election, per Cradlepoint or Cellular iPad used; billed separately from annual activation fee). 1800 units. - Networking/Data | \$30 | 1800 | \$ 54,000 |
| 6) Single Tenant Solution - Annual | | | \$ 240,000 |
| Total | | | \$ 947,000 |

| Item | Year 3 | Year 4 | Year 5 |
|-------|------------|------------|------------|
| 1) | \$ 225,000 | \$ 225,000 | \$ 225,000 |
| 2) | \$ 1,000 | \$ 1,000 | \$ 1,000 |
| 3) | \$ 400,000 | \$ 400,000 | \$ 400,000 |
| 4) | \$ 27,000 | \$ 27,000 | \$ 27,000 |
| 5) | \$ 54,000 | \$ 54,000 | \$ 54,000 |
| 6) | \$ 240,000 | \$ 240,000 | \$ 240,000 |
| Total | \$ 947,000 | \$ 947,000 | \$ 947,000 |

| KNOWiNK | VRS | PollPad |
|---------------------------------|-----------|---------|
| Phase I Strategy | | |
| Project Initiation and Planning | \$120,000 | |
| Estimated completion in Month 2 | | |

| KNOWiNK | VRS | PollPad |
|--|-----------|-------------|
| Single Tenant Solution - Annual | | \$240,000 |
| Estimated completion in Month 2 | | |
| System Design | \$120,000 | |
| Estimated completion in Month 3 | | |
| Phase II MVP Solution Delivery | | |
| Implementation Plan | \$120,000 | |
| Estimated completion in Month 9 | | |
| Delivery of 1800 Electronic Pollbook Hardware & Software | | \$3,050,000 |
| Estimated completion in Month 5 | | |
| System Interfaces | \$80,000 | |
| Estimated completion in Month 7 | | |
| Software Development and Customization | | |
| Release 1 Estimated completion in Month 5 | \$240,000 | |
| Release 2 Estimated completion in Month 7 | \$240,000 | |
| Release 3 Estimated completion in Month 9 | \$240,000 | |
| System and Integration Test Plan | \$120,000 | |

| KNOWiNK | | VRS | PollPad |
|--|--|----------|-----------|
| Estimated completion in Month X | | | |
| | | | |
| | | | |
| | | | |
| EPB Software Development and Training | | | \$250,000 |
| Estimated completion in Month 4 | | | |
| | | | |
| User Training | | \$80,000 | |
| Estimated completion in Month 9 | | | |
| | | | |
| Election Build & Support - June Election (estimate) | | | \$300,000 |
| Estimated completion in Month 11 | | | |
| | | | |
| Parallel Testing | | \$80,000 | |
| Estimated completion in Month 12 | | | |
| | | | |
| Election Closeout Communication Cost (Cradlepoint, Verizon, etc.) (estimate) | | | \$75,000 |
| Estimated completion in Month 12 | | | |
| | | | |
| Implementation Readiness | | \$80,000 | |
| Estimated completion in Month 10 | | | |
| | | | |

| KNOWiNK | VRS | PollPad | |
|---------------------------|-------------|-------------|--|
| Production Go-Live | \$320,000 | | |
| Estimated Month 13 | | | |
| | | | |
| Total Implementation Cost | \$1,840,000 | \$3,915,000 | |

Alternate Solutions and Pricing

WiFi Solution*

| |
|---------------------------------|
| iPad Wifi (Gen8 128GB)* |
| \$410.00 |
| Cradlepoint Router - 200 Series |
| \$310.00 |
| Cradlepoint Router - 600 series |
| \$650.00 |

Printer Solution**

| |
|--|
| Star Micronics Bluetooth Receipt Printer |
| \$300.00 |

Printer Paper

Additional Printer Paper

| |
|--|
| Label Paper - Additional (Case of 12 rolls) |
| \$250.00 |
| Receipt Paper - Additional (Box of 50 rolls) |
| \$125.00 |

* If the listed cellular solution is not required, per gap analysis and workflow process review, a WiFi solution is an available option.
** If the listed label printers are not required, per gap analysis and workflow process review, the receipt printer is an available option.

XIII. MASTER SOFTWARE LICENSE, DEVELOPMENT AND SERVICES AGREEMENT



2111 Olive St • St. Louis, MO 63103

Phone: 855-765-5723

Email: sales@knowink.com

Website: www.knowink.com

MASTER SOFTWARE LICENSE, DEVELOPMENT AND SERVICES AGREEMENT

This Master Software License, Development and Services Agreement (the "**Agreement**") is entered into as of the ____ of ____, 2021 between Clark County Nevada ("**Customer**"), and Know Ink, LLC ("**KNOWiNK**"). Customer and KNOWiNK may be referred to in this Agreement collectively as "Parties" or individually as a "Party".

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("**EPBs**") system known as the KNOWiNK Poll Pad System (the "Poll Pad") and a voter registration system ("VR", and together with Poll Pad referred to herein as the "**System**"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement and the Electronic Pollbook and Voter Registration System Replacement Project (EPVRR) Statement of Work (the "**Services**") for, and license such software (as defined below) to, Customer;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

- A. Definitions. Whenever used in this Agreement, the capitalized terms quoted below will have the meaning ascribed to them in this Section.

"Copy" or "Copies" means the Licensed Product (including the components thereof), any Releases, Error Correction, or Enhancement pertaining thereto, and any reproductions of the Licensed Product or any Release, Error Correction, or Enhancement pertaining thereto.

"Developer" means KNOWiNK.

"Development Fees" means those amounts specified and set forth in Section 5.2(d) of this Agreement and SOW, including, Section VII Compensation and Terms of Payment, attached hereto and made part of this Agreement.

"Enhancement" means a modification of the Licensed Software by Licensor which provides (a) a capability not defined in the Product Specifications or (b) an improvement in the efficiency of the Licensed Software. Licensor may designate an Enhancement as "Major" or "Minor" depending on (a) Licensor's reasonable assessment of the Enhancement's value and (b) whether the Enhancement adds a functional extension to the preexisting Licensed Software. An Enhancement may entail a modification to the Product Specifications and/or the Object Code or may be provided to Licensee in the form of an Upgrade.

"Error" means a failure of the Licensed Software to conform in all material respects to the Product Specifications. Provided, however, any nonconformity resulting from Licensee's improper use of the Licensed Software, combining or merging the Licensed Software with software not approved by Licensor for use with the Licensed Software, or modification of the Licensed Software which has not been performed by Licensor, shall not be considered an Error.

"Error Correction" means a modification of the Licensed Software by Licensor which corrects Errors discovered in the Licensed Software and enables the Licensed Software to substantially conform to the Product Specifications.

"Intellectual Property Rights" means patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, business marks, trade names, brand names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, copyrights (including those in computer programs, software, including all Source Code and Object Code, development documentation, programming tools, drawings, specifications and data), trade secrets, industrial rights, know-how, mask works, industrial designs, processes

and technical information and all other registered rights now existing or hereafter created, including confidential and proprietary information, and any rights under licenses to any of the foregoing, whether or not subject to statutory registration or protection.

"Licensed Documentation" means all written materials, binders, training disks, and other materials supplied by Licensor and related to the Licensed Software, other than the Licensed Software.

"License Fees" means those amounts specified and set forth in Section 5.2(a) of this Agreement and SOW, including, Section VII Compensation and Terms of Payment, Section XII, Attachment 4, attached hereto and made a part of this Agreement.

"Licensed Location" means the physical location, identified in Schedule A attached hereto, at which Licensee may use the Licensed Software

"Licensed Product" means collectively the Licensed Software and Licensed Documentation.

"Licensed Software" means the Software.

"Licensor" means KNOWiNK.

"Licensee" means Customer.

"Major Enhancement" means a version of the Licensed Software which contains new features or substantially improved functions from those contained in the Original.

"Object Code" means machine readable computer programs.

"Original" means the first edition of the Licensed Product delivered by Licensor to Licensee pursuant to this Agreement.

"Preexisting Materials" shall mean the same proprietary methodologies, programming tools, know-how, procedures, utilities, algorithms, models, and concepts of Developer, which have been incorporated into software, software libraries, related source code, and software design.

"Product Specifications" means the technical and performance functions of the Licensed Software, as specifically set forth in the Product Specifications section of the Licensed Documentation.

"Release" or "Releases" means the edition(s) of the Licensed Software subsequent to the Original Licensed Product. A Release may include Licensed Documentation provided by Licensor for Error Correction or Enhancement.

"Service Fees" means those amounts specified in Section 5.2(b) of this Agreement and SOW, attached hereto and made a part of this Agreement.

"Software" means the computer software identified in Schedule C attached hereto and made a part of this Agreement, all Error Corrections, Enhancements, and Releases thereof supplied by Licensor, and all permitted copies of the foregoing. In this Agreement, Licensed Software shall refer to the software in Object Code only.

"Software Maintenance" means the Error Correction support provided by Licensor.

"Software Maintenance Fees" means those amounts specified in Section 5.2(c) of this Agreement and SOW Section XII, Attachment 4, attached hereto and made a part of this Agreement.

"Software Maintenance Program" means the procedure for ongoing software maintenance set forth in Section 2.3.1 of this Agreement.

"Source Code" means the plain text, readable computer programming code, associated procedural code, and supporting documentation for the Original Licensed Software and any Releases, Error Corrections, or Enhancements pertaining thereto.

"Third Party Software" shall mean all software that is owed by an entity other than Developer or Customer and is used by Developer to create and/or support the Software or required by Customer to use the Software.

"Warranty Period" means that period wherein Customer maintains a valid Licensed Product and pays the applicable License Fees, Support Fees and Software Maintenance Fees.

"Upgrade" means software which is marketed by Licensor as a separate software product and which is subject to a separate license fee. An Upgrade may include Major Enhancements.

1. PROVISION OF THE SYSTEM; AND DEVELOPMENT:

1.1 KNOWiNK shall deliver and implement the System and the Software as described herein and in the SOW.

1.2 A. Development. The Software (where applicable for each certain Software) shall be developed and or delivered, tested and accepted as follows:

(i) Upon approval of the Detailed Design Specifications (defined below), Developer shall, in accordance with the delivery schedule set forth in the applicable SOW (the "Delivery Schedule"), develop that portion of the overall project detailed within the SOW, (the "Detailed Design Specifications") (each a "Deliverable; collectively, the "Deliverables"). Upon completion of a Deliverable, Developer shall submit the Deliverable to Customer for Customer to test to determine the Deliverable's compliance with the Detailed Design Specifications.

(ii) Customer agrees that Developer is responsible only for providing the Deliverables, and Developer is not responsible for providing any deliverable, work product, services, or performing any tasks not specifically set forth in the Detailed Design Specifications, unless mutually agreed to by the Parties in accordance with the change procedures set forth herein.

1.2 (B) Acceptance of Deliverables.

(i) Upon receipt of each Deliverable, Customer shall immediately test for a period of up to the allotted time as set forth within the SOW, (the "Acceptance Period") the Deliverable for material compliance with the Detailed Design Specifications and Customer shall immediately notify Developer in writing during the Acceptance Period if such Deliverable is approved or rejected, which approval shall not be unreasonably withheld or delayed, and any rejection shall be accompanied by detailed explanation of the alleged non-compliance which is in sufficient detail to enable Developer to recreate and verify the alleged non-compliance.

(ii) Customer's acceptance of each Deliverable ("Acceptance") shall be deemed to take place upon the occurrence of any of the following events:

(A) Customer delivers a written notice of Acceptance to Developer during the Acceptance Period; or

(B) Customer fails to deliver a written notice of rejection containing a detailed description of any alleged defect ("Rejection Notice") during the Acceptance Period.

(C) Customer places all or any portion of such Deliverable into commercial use, including any allegedly defective or non-compliant Deliverable as to which a Rejection Notice has been given.

(D) When the Software goes "live", that is, when the Customer makes it available for end users to have access to it.

(iii) Developer shall correct any reproducible non-compliance in the Deliverable promptly and in a reasonable fashion after receipt of the Rejection Notice. In the event the Rejection Notice does not sufficiently detail the alleged non-compliance, Developer is not obligated to correct the Deliverable. Customer shall promptly re-test the Deliverable within 5 days of its receipt of the Deliverable. The Parties shall commence the acceptance testing procedure set forth in this Section upon Developer's re-delivery of each corrected Deliverable.

(iv) Developer shall only be obligated to correct a failure or non-compliance in a Deliverable caused by Developer's own reproducible programming errors. Developer shall not be obligated to correct any failure, error, malfunction, or non-compliance caused by Customer's modifications, enhancements, or other actions with respect to the Deliverable or by any Third Party Software or hardware not recommended or required by the Developer. Customer shall pay Developer for any expended time at Developer's then current rate for the correction of the failure, error, malfunction, or non-compliance caused by Customer or any such Third Party Software or hardware.

2. LICENSE AND SUPPORT; OWNERSHIP AND RESTRICTIONS ON USE:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable Licensed Documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable SOW. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded Third Party Software, third party licenses shall apply to the use of the Software.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Maintenance Program**") and (b) the implementation, training, support and/or other services ("**Support Services**") as set forth in this Agreement.
- 2.3 Software Maintenance Program will consist of periodic updates to the Software, issued at KNOWiNK's discretion.
- 2.3.1 Software Maintenance Program.
- Error Correction and Enhancement Releases.
- (i) Provided Licensee has paid the License Fees and all other fees and amounts due and owing Licensor under this Agreement, including, the Software Maintenance Fees, Licensor shall provide Error Correction Releases (which do not contain any Enhancements), if any, and Minor Enhancement Releases, if any, at no charge during the Warranty Period.
- (ii) Licensor shall provide a Major Enhancement or Upgrade only as, and on such terms as are, mutually agreed upon by the Parties in writing.
- (iii) Error Correction and Enhancement Releases are the property of Licensor. Error Correction and Enhancement Releases are licensed to Licensee subject to the terms and conditions of this Agreement and, upon release, become a part of the Licensed Software and the Licensed Product, as the case may be. Each Release shall consist of one or more Licensed Software programs and/or files in Object Code. Each Release shall also provide documentation informing Licensee of the Error Correction or Enhancement, including any significant operational differences known to Licensor. The documentation in any Releases shall be a part of the Licensed Documentation.
- (iv) Licensee shall be responsible for the installation of all Error Correction or Enhancement Releases. Installation services are not included in Licensor's prices for Releases and shall be separately billed to and paid by Licensee, if Licensee requests such services.
- (v) Licensor shall not be obligated to provide Error Correction or Enhancement Releases unless Licensee has maintained coverage under the Software Maintenance Program.
- 2.4 Support Services. Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training, as set forth below and in accordance with the SOW.
- 2.4.1 Technical Assistance.
- (a) Technical Assistance. During the term of this Agreement, Licensor shall offer the technical assistance services provided in this Section 2.4. Tiered technical support shall be provided in

accordance with the terms of the SOW.

(b) Training. Licensor shall provide Licensee software training and instructions on the operation of the Licensed Software. The scope and conditions of such training for each Licensed Software, as applicable, shall be set forth within the SOW except as provided in the SOW Section XII, Attachment 4, such initial training shall be at no additional cost to Licensee. Licensor shall provide additional training beyond such initial training subject to the expenses incurred therein and as provided for in the SOW Section XII, Attachment 4. .

(c) Support Services. Licensor's systems specialists shall provide Licensee with supplemental support for the Licensed Software as described in the SOW. During the Warranty Period, such Support Services shall be at no cost to Licensee, other than as set forth in SOW, for the Software Maintenance Program.

2.4.2 Election Support Services.

KNOWiNK shall provide the County with the necessary and appropriate election support services for each election that occurs during the term of this Agreement, which include: project management; installation and acceptance training; software training; County staff, technicians and poll workers training; testing; Early Voting Support; Election Day Support, all of which are more particularly described with the SOW.

2.4.3 Service Level. Subject to the disclaimers as set forth within Section 10, KNOWiNK shall, using commercially reasonable efforts and commercially reasonable response and resolution times, to ensure that the Software has an uptime related to any given Service (Poll Book and or VR) as set forth within the applicable SOW, if any, measured on a monthly basis (the "Service Uptime"), subject to reasonable downtime for maintenance, error corrections, and matters beyond KNOWiNK's control (each, an "Exception"). The Service Uptime calculation will be based on KNOWiNK records only. The total number of minutes that the certain Software availability does not meet the Service Uptime in a given month that is not due to an Exception, shall be referred to as "Downtime". This Service Uptime commitment shall not apply to or include free or trial Services. Exceptions include, but are not limited to, the following: (i) unavailability caused by circumstances beyond KNOWiNK's reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors. KNOWiNK shall provide Customer reasonable satisfactory evidence that any nonperformance is due to cause other than the sole fault or negligence on its part.; (ii) any problems resulting from Customer's combining or merging the Software with any hardware or software not supplied by KNOWiNK or not identified by KNOWiNK in writing as compatible with the Software; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of KNOWiNK's datacenter; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Software. Nothing herein shall be construed as or implied to void the disclaimer of warranty within Section 10.

2.5 OWNERSHIP OF SOFTWARE AND DELIVERABLES; RESTRICTION ON USE

2.5.1. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the Source Code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.

2.5.2 The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

2.5.3 Customer acknowledges and agrees that the design of the System and the Software, and any and all Intellectual Property Rights are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such Intellectual Property Rights.

2.5.4 Customer acknowledges and agrees that Developer retains all right, title and interest, including all Intellectual Property Rights, in and to the Deliverables and Software (in Object Code and Source Code form) incorporated in the System and Software. Subject to the terms and conditions of this Agreement, Developer grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free license to use the Software in Object Code form, solely for Customer's internal business purposes as further described within the SOW, contingent upon Customer's compliance with the terms and conditions of this Agreement, including the timely payment of all applicable fees. Developer hereby reserves for itself all rights in and to the Deliverables not expressly granted to Customer herein.

2.5.5 This Agreement is a license to use, and not a contract of sale for, the Licensed Product. All Intellectual Property Rights in and to the Licensed Product are retained by Licensor or the licensor of Third Party Software, as the case may be. Licensee shall not use either the name of Licensor, the licensor of Third Party Software, or the name of the Licensed Product or Third Party Software licensed under this Agreement for any commercial purpose or in any advertising, promotional or public statement without the prior, written consent of Licensor or the licensor of Third Party Software, which consent shall be at Licensor's or the licensor of Third Party Software's sole discretion. Licensee agrees not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Licensed Software, the Licensed Documentation, and any Copies thereof in any form.

2.6 Right to Reuse Preexisting Materials.

In performing services for various clients prior to or current with developing the Software hereunder, or any phases thereof, for Customer, Developer repeatedly has utilized the Preexisting Materials. Developer retains all right, title and interest, including Intellectual Property Rights, in and to any Preexisting Materials, and nothing in this Agreement shall restrict Developer's right to reuse the same Preexisting Materials in the development of future business solutions for its other clientele, free and clear of any claim of Ownership, lien, royalty obligation, approval right, or other interest or control of Customer whatsoever that might otherwise arise by reason of the presence of Preexisting Materials in any Deliverables. Developer hereby reserves for itself all rights in and to the Preexisting Materials not expressly granted to Customer in this Section. To the extent that Ownership of the Preexisting Materials does not automatically vest in Developer under this Agreement or otherwise, Customer hereby transfers and assigns to Developer all rights, title and interest, including Intellectual Property Rights, which Customer may have in and to the Preexisting Materials. Customer acknowledges and agrees that Developer is in the business of developing software, and that Developer shall have the right to use or otherwise exploit any Preexisting Materials in its business.

3. OBLIGATIONS:

- 3.1. Hardware is F.O.B. point of destination, freight collect. Title shall transfer from KNOWiNK to Customer upon delivery to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Subject to the terms of Acceptance on the Deliverables set forth within Section 1.2, as applicable, Billing will commence once delivery has been made.
- 3.2. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.
- 3.3. KNOWiNK shall maintain insurance during the term of this Agreement: Exhibit B.

4. TERM; TERMINATION:

- 4.1. The term of this Agreement for the Licensed Product ("Term") shall be for the period from date of award through September 30, 2022 ("Initial Term"), with the option to renew for four (4) one-year periods (each a "Renewal Term", collectively with Initial Term referred to herein as "Term") unless earlier terminated in accordance with this Section.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after prior written notice of such breach has been given to the other party. For avoidance of any doubt, failure to pay the fees as set forth herein and Customer failure to cure such payment issue within thirty (30) days, is a material breach of this Agreement.
- 4.3. Provided Licensee is not in default under this Agreement, the Agreement may be terminated by Licensee by giving Licensor ninety (90) days prior written notice of termination. Any such termination by Licensee shall be without refund of any License Fee, Service Fee, or any other amount paid or then due and payable to Licensor; provided, however, that Licensee shall be entitled to a refund of a portion of any Software Maintenance Fee paid with respect to the then current year, pro rated for the portion of the year then remaining. Licensee may also terminate this Agreement by rejecting the Licensed Software in accordance with Section 1.2(B), in which event Licensee shall receive a full refund of all Development Fees paid under this Agreement.
- 4.4. Licensor Remedies Upon Termination. In the event of any termination of this Agreement:
- (i) Licensee shall cease all further use of the Licensed Product, or any portion thereof, in all forms and on all media and computer memory, and Licensee shall immediately: (i) surrender and deliver the Licensed Product and all Copies thereof to Licensor; or (ii) at the option of the Licensor, destroy all Copies of Licensed Product, including backup and archival copies, and provide satisfactory evidence of such destruction to Licensor within one (1) month following termination;
 - (ii) Licensee shall pay all outstanding fees and amounts owed to licensor as of the date of termination;
 - (iii) Licensor may cease performance of Licensor's obligations under this Agreement, without liability to Licensee;
 - (iv) Where such termination is the result of a breach or threatened breach of this Agreement by Licensee, Licensor may apply for and obtain injunctive relief against the breach or threatened breach; and
 - (v) Licensee shall promptly return to Licensor all of Licensor's Confidential Information.
- 4.5. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect
- 4.6. Customer, as a local governmental entity, is subject to the requirement of Nevada Revised Statutes 244.230 and 354.626, which require Customer to budget annually for its expenses and which prohibit Customer for obligating itself to expend money or incur fixed liabilities in excess of amount appropriated. Possible future expenses for Services are subject to Customer's annually approved budgeted appropriations for KNOWiNK. Customer represents and warrants that it shall not purchase services from KNOWiNK which it knows, or has a good faith reason to know, does not (or will note) fit within or meet the aforesaid budget. At the time of entering into this Agreement, Customer is unaware of any budgeting issue that would prevent or prohibit Customer from obligating itself to KNOWiNK for the fees set forth herein during the Initial Term or any Renewal Term of this Agreement. Customer shall provide KNOWiNK at least 90 days written notice of any budgeting issues which may impact the performance of the parties herein. For avoidance of any doubt, should Customer terminate this Agreement due to lack of funds as aforesaid, all services and expenses previously rendered and incurred by KNOWiNK before the effective termination date, shall be due and payable from Customer to KNOWiNK without regard for any such termination.

5. PRICING:

- 5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change with notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance, Exhibit D.
- 5.2.
- (a) License Fees. As compensation for the license provided in this Agreement for each Copy of the Licensed Software, other than any backup or archival copy permitted under this Agreement, Licensee shall pay Licensor the License Fees.
 - (b) Service Fees. As compensation for the services provided by Licensor under this Agreement, Licensee shall pay Licensor the Service Fees set forth on SOW
 - (c) Software Maintenance Fees. As compensation for the Software Maintenance provided by Licensor under this Agreement, Licensee shall pay Licensor the Software Maintenance Fees as set forth within the SOW Section XII Attachment 4. Licensor shall give Licensee thirty (30) days prior written notice of any increase in Software Maintenance Fees as noted in 5.6.
 - (d) Development Fees. As compensation for the development of Software by KNOWiNK under this Agreement, Customer to pay as follows:
 - (i) Fees. Customer agrees to pay Developer for the Deliverables in accordance with the fee schedule and payment terms set forth in the SOW (the "Fee Schedule"). The Fee Schedule will not be increased during the term of this Agreement except in connection with any annual or other periodic revisions to its fees that Developer implements generally; provided, however, that no such increase in Developer's Fee Schedule shall be effective until written notice is provided to Customer, and shall not apply to fees previously agreed upon by the Parties. Customer shall be responsible for (i) any license fees or other fees or charges payable on account of any Third Party Software or services; and (ii) any other fees, charges or other compensation due and payable to any third party arising out of the provision of services hereunder.
 - (ii) Out-of-Pocket Expenses. Developer shall be reimbursed for all reasonable out-of-pocket expenses incurred in developing and delivering the Deliverables, including, but not limited to, travel, lodging, meal expenses at the current U.S. GSA's CON USRates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>. Developer shall obtain the written approval of Customer before incurring expenses in excess of any reasonable monthly allotment established by the Parties in writing.
 - (iii) Change Orders. Customer acknowledges and agrees that the Fee Schedule is based upon certain critical and material assumptions and conditions affecting Developer's performance, including the amount of time required to develop and provide the Deliverables. If Customer desires new, revised, additional, or amended specifications, requirements, services, or Deliverables from Developer beyond the scope of the services provided hereunder, Customer shall submit to Developer a written change order containing (i) such revisions in detail and (ii) a request for price and performance adjustments for each change (a "Change Order"). Developer shall evaluate the Change Order and submit to Customer a written proposal for implementing the Change Order including an appropriate estimated adjustment to the price (whether fixed price or time and materials), performance time, or both (the "Developer's Change Proposal"). Customer shall have 5 days from receipt of Developer's Change Proposal to accept or reject it in writing. Developer shall not be required to implement any Change Order unless Customer's acceptance of Developer's Change Proposal is received within 5 days from its receipt and Developer's Change Proposal has been jointly signed by the authorized representatives of each party via amendment. The Change Order, as supplemented and/or modified by Developer's Change Proposal, shall amend and become a part of the applicable exhibit(s) hereto.
- 5.3 Pricing for other Services shall be set forth in the applicable SOW Section XII Attachment 4. Notwithstanding any agreed upon Change Orders, additional charges may apply to Services rendered by KNOWiNK provided such Services are beyond the scope of the SOW , e.g., travel, communication and other expenses.
- 5.4. All prices are exclusive of applicable taxes. All taxes, if any, shall be payable by Customer. Customer

is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statutes 372.325 is exempt from payment of Sales or Use Tax; however, to the extent that the State requires payment of any Sales or Use tax as the result of this Agreement, Customer shall pay such tax and thereafter seek any applicable refund they may be due as a result of their exempt status.

- 5.6 From date of award through September 30, 2022, the prices of each item and or products shall not be subject to change. Thereafter, said fees will not increase by more than three percent (3%) or the percent change in the Consumer Price Index (CPI-U), All Urban Consumers, not seasonally adjusted, U.S. city average, all items, Series ID CURROOOSAO, for the 12 month period from *September to September*, whichever is less, from the fees for the preceding term. If CPI-U is negative, fees will remain unchanged from prior year's fees.

6. ORDERS:

Customer may request additional Services from time to time, which provided the Services are substantial similar, will be based on the pricing as set forth in SOW or as agreed upon between the parties. The existence of this Agreement does not obligate Customer to request a quotation or additional purchase order. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion.

7. PAYMENT TERMS:

- 7.1. KNOWiNK will invoice Customer for all hardware, Software and Services including parts replacements or Customer-requested software modification upon shipment to Customer. Except as otherwise provided in the applicable SOW, such invoices concerning License Fees, Service Fees and Software Maintenance Fees will be issued to Customer upon delivery and shall be paid in full within thirty (30) calendar days of issuance, unless Customer places a specific dispute within ten (10) days of delivery per 7.2 below, in which case, KNOWiNK will timely address the dispute and reissue the invoice. r. KNOWiNK will issue an invoice for Development Fees upon Acceptance as further described in Section 1.2 above. Customer shall immediately notify KNOWiNK in writing of disputes regarding the Development Fees invoice. If no such dispute is made, Customer shall pay the Development fees within ten (10) days of receipt of such invoice. Each invoice received by Customer must include progress report based on actual work performed to date in accordance with SOW
- 7.2. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion, and shall only withheld payment to the loan charge or Deliverable wherein Customer maintains a reasonable, and in good faith, dispute. Such payment will not constitute a waiver by Customer or KNOWiNK of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

8. CONFIDENTIALITY:

- 8.1. **"Confidential Information"** means any confidential or proprietary information of a party, including information related to KNOWiNK's business or the System or Software (and applicable documentation). Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure, (d) required to be disclosed under Federal or Nevada State Law.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer and KNOWiNK acknowledge that unauthorized disclosure of Confidential Information may cause substantial economic loss to the other party or their suppliers and licensors.
- 8.3 Limitation on Disclosure. A receiving Party may disclose Confidential Information to its employees or agents under the control and direction of the receiving Party only in the normal course of business and on a need to know basis within the scope and purpose of this Agreement and to the extent authorized

by Federal and Nevada Law. Provided, however, prior to any disclosure all such agents shall have entered into written agreements with the receiving Party requiring such agents to treat and use all such Confidential Information in a manner consistent with the terms and conditions regarding confidentiality as set forth within. Except as expressly set forth herein, no licenses under any patent, copyright or other intellectual property rights of either Party are granted.

- 8.4. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). KNOWiNK will also return Customer's Confidential Information, if any.
- 8.5 Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. INDEMNIFICATION:

9.1. Indemnity.

- (a) **Indemnity of Right of Use.** Licensor shall defend or settle, at its own expense, any claim made against Licensee that the Licensed Product, in whole or in part, infringes any United States patent, published patent application, copyright, trade secret, or other proprietary right, and Licensor shall indemnify and hold harmless Licensee against any final judgment, including an award of attorneys' fees, that may be awarded by a court against Licensee as a result of the foregoing; provided, however, Licensee shall (a) give Licensor written notice of such claim within thirty (30) days of the date Licensee first knows or should know of the claim and (b) provide Licensor with reasonable cooperation and all information in Licensee's possession related to said claim. Licensor shall have sole control of the defense of such claims and all related settlement negotiations. Reasonable out of pocket expenses incurred by Licensee in providing assistance to Licensor in defense of such a claim shall be reimbursed by Licensor.

- 9.2. **Remedies.** If a claim is made that the Licensed Product, or any portion thereof, infringes any United States patent, copyright, trade secret, or other proprietary right, Licensor, at its sole expense and option, shall either: (i) procure for Licensee the right to exercise the rights and licenses granted hereunder with respect to the Licensed Product; (ii) modify the Licensed Product to make it non infringing but continue to meet the Product Specifications; (iii) replace the Licensed Product with equivalent but non infringing software of like functionality that meet the Product Specifications; or (iv) terminate this Agreement and refund the License Fee and, upon the return to Licensor of the Licensed Product; provided, however, that the liability of Licensor pursuant to this Section 9.2 shall be subject to the limitations set forth in Section 10 of this Agreement, and Licensor shall have no liability for any claim of infringement based on use of a superseded or altered Release of the Licensed Product if the infringement would have been avoided by the use of the most current, unaltered Release of the Licensed Product which is available to Licensee and for which there is an estimated date for implementation, or a plan underway to determine a date for installation.

- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone without regard to the Software; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications **limited to patent or other intellectual property violations.**

10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. KNOWiNK WARRANTS THAT THE SOFTWARE, IN UNMODIFIED FORM AND WHEN USED AS AUTHORIZED BY THIS AGREEMENT, WILL CONFORM IN ALL MATERIAL RESPECTS TO THE PRODUCT SPECIFICATIONS. KNOWiNK warrants that all Software provided hereunder shall be free

from material defects in materials and workmanship under normal use and service throughout the Agreement Term, and be free of illicit or harmful code, not contain hidden files or viruses, not replicate, transmit or activate themselves, not alter, damage or erase data or computer programs, and not contain open Source Code. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material (of same like-quality), will be borne by KNOWiNK. KNOWiNK warrants that all Services will be performed in a professional and workmanlike manner. The Software warranty provided herein shall be provided through the Software Support Services and Software Maintenance Program set forth above provided that Customer has a current license and support subscription in effect. KNOWiNK does not warrant that all Errors or defects will be corrected. Failure to maintain the subject license and subscription in effect shall void the warranty.

Licensor does not warrant (i) that the Licensed Software will meet Licensee's requirements; (ii) that operation of the Licensed Software will be uninterrupted; (iii) that the Licensed Product is error free; (iv) that all defects in the Licensed Product will be corrected; or (v) any change or modification of the Licensed Software made by Licensee; provided, however, any change or modification properly made by Licensee in accordance with instructions contained in the Licensed Documentation for the Licensed Software shall not void the warranty provided by Licensor herein. KNOWiNK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE OR ITS PERFORMANCE OR WITH RESPECT TO THE LICENSED DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any third party hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Third party hardware within this Agreement includes the Apple iPad with a one (1) year warranty offered by Apple, Inc., and the Star Micronics Bluetooth Receipt Printers with a three (3) year warranty offered by United Radio Inc., d/b/a BlueStar. Any extended warranty of the third party hardware shall be at the discretion of the third party hardware provider, as applicable.
- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
- 10.5. SUBJECT ONLY TO CLAIMS OF INDEMNITY, IN NO EVENT SHALL KNOWiNK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS.

11. CONFLICTS:

KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

12. FORCE MAJEURE:

KNOWiNK shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. KNOWiNK shall provide Customer satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

13. RELATIONSHIP OF THE PARTIES:

- 13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.

14. DISPUTE RESOLUTION:

- 14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 14.3. Notwithstanding the other provisions of this Section 14, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

15. GENERAL:

- 15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement with Customer's prior written consent.
- 15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than what is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.
- 15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this

Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

- 15.5. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing and shall be given to Customer at the address set forth on Exhibit A, or to KNOWiNK at the address set forth on the first page of this Agreement, Attn: Scott Leiendecker, CEO, and E-mail at legal@knowink.com, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address; (c) immediately, if sent via electronic mail, with proof of delivery receipt; or (d) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service. Each Party may change its address for notice by giving written notice of the change to the other Party.
- 15.6 **Non-Discrimination/Public Funds.** The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. KNOWiNK acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. KNOWiNK recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, Customer may declare KNOWiNK in breach of the Contract, terminate the Contract, and designate KNOWiNK as non-responsible.
- 15.7 **Companies that Boycott Israel.** KNOWiNK certifies that, at the time it submitted its agreement, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.
- 15.8 **Safeguard.** KNOWiNK shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. KNOWiNK shall be solely responsible for any liabilities, fines, or penalties and the like arising from KNOWiNK's failure to comply with the security requirements of NRS Chapter 603A. KNOWiNK agrees to (a) notify the Licensee within 72 hours upon discovery of the Breach, (b) within 15 business days of discovery of the Breach, provide the Licensee with all content necessary for notification, and (c) to fully cooperate with the Licensee analysis and final determination on whether to notify affected individuals, media, or other parties

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License, Development and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

CUSTOMER (CUSTOMER NAME):

Signature: _____

Print Name: Jessica Colvin

Title: Chief Financial Officer

Date: _____

KNOW iNK, LLC:

Signature: 

Print Name: Scott Leiendecker

Title: _____

Date: 8.17.2021



knowiNK

Innovative Election Solutions

Electronic Poll Book and Voter Registration System
CBE 605923-21

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Exhibit A
General Information

| | |
|----------------------------------|--|
| Customer Jurisdiction Name: | |
| Licensed Location (City/State): | |
| Customer Contact(s): | |
| Billing Address: | |
| City / State / ZIP: | |
| Shipping Address (if different): | |
| City / State / ZIP: | |

| | |
|-----------------------------|--|
| Contact Telephone: | |
| Alternate Telephone: | |
| Fax: | |
| Email: | |

Schedule C

- **PollPad:** The Poll Pad® solution provides a seamless electronic voter check-in and verification process (Software application version 2.5.2).
- **ePulse:** ePulse is an all-inclusive election management suite designed to give real-time access to monitor the election (Software application version 2.5.2).
- **Total Vote:** KNOWiNK Voter Registration System (VRS) architecture balances unparalleled security usability (Custom).

Exhibit B
Insurance

EXHIBIT B

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, KNOWiNK SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** KNOWiNK shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. KNOWiNK's insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** KNOWiNK's general liability and automobile liability insurance policy shall be endorsed to recognize specifically KNOWiNK's contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, KNOWiNK shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, KNOWiNK shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by KNOWiNK and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** KNOWiNK shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability:** KNOWiNK shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- K. **Workers' Compensation:** KNOWiNK shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a KNOWiNK that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that KNOWiNK has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure To Maintain Coverage:** If KNOWiNK fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order KNOWiNK to stop the work, declare KNOWiNK in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** KNOWiNK is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** KNOWiNK is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by KNOWiNK, their subcontractors or anyone employed, directed or supervised by KNOWiNK.
- O. **Cost:** KNOWiNK shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by KNOWiNK's Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. KNOWiNK 's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 - (H) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Cyber Liability (Per Occurrence)
 8. Professional Liability
 - (M) Policy Number
 - (N) Policy Effective Date
 - (O) Policy Expiration Date
 - (P) Aggregate (\$1,000,000)
 9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | |
|--|---|---------------------------------------|
| PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS | CONTACT NAME: | |
| | PHONE (A/C No. Ext): BROKER'S PHONE NUMBER | FAX (A/C No.): BROKER'S FAX NUMBER |
| | E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 2. NAME ADDRESS PHONE & FAX NUMBERS | INSURER A: | 3. COMPANY'S BEST KEY RATING |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS |
|-----------|--|--|----------|---------------|-----------------------|-----------------------|--|
| 4. | GENERAL LIABILITY | | | (A) | (B) | (C) | EACH OCCURRENCE \$(D) 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. | X | | | | | MED EXP (Any one person) \$(F) 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$(G) 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$(H) 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$(I) 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | DEDUCTIBLE MAXIMUM \$ 25,000 |
| 5. | AUTOMOBILE LIABILITY | | | (J) | (K) | (L) | COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | X | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | DEDUCTIBLE MAXIMUM \$ 25,000 |
| | | | | | | | |
| 6. | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> | N/A | | | | | WC STATUTORY LIMITS OTHER \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - E.A. EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| 7. | PROFESSIONAL LIABILITY | | | (N) | (O) | (P) | AGGREGATE \$(Q) 1,000,000 |
| 8. | Cyber Liability | | | (R) | (S) | (T) | LIMIT (PER OCCURRENCE) \$(U) 2,000,000 |

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

9. CBE NO.**10. CERTIFICATE HOLDER****CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJEC