



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Tax, Records and Election Services, 90 West Plato Boulevard, Saint Paul, MN 55101 ("County") and KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO 63141, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from October 17, 2023 through October 18, 2026 and may be renewed for up to two (2) additional three year period(s).

The full term of this agreement (including renewals) is 9 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1

Contractor will provide the County with their electronic roster software and equipment that have been certified for use by Minnesota Secretary of State pursuant to Minnesota Statutes § 206.805. The Contractor's electronic roster system, KNOWiNK Poll Pad System ("System", "Electronic Poll Pad System", and "Poll Pad System") consists of Software and Hardware components that may be purchased or leased. The Software includes backend election management operating software, Epulse, and tablet software application branded as Poll Pad (both of which are "Software") configured to support the electronic roster list creation of voters for use during elections. The Hardware includes devices and equipment that make up the physical aspect of the Poll Pad System (e.g. electronic poll pads device or unit, scanners, printers, routers, chargers, batteries, and related system peripherals).

2.1.1. As part of the Poll Pad System, the Contractor shall provide an annual maintenance and support services ("Support Services") that includes, but is not limited to, implementation, modifications, updates to software and firmware, and upkeep to maintain efficient operating condition. These services and other professional services are detailed in the Master Software License, Services, and Lease Agreement ("MSLA"), attached hereto, and incorporated into this Agreement as Attachment A. Contractor shall provide additional professional services on an as needed basis as indicated in Command Central Service Provider Agreement, attached herein as Attachment B.

2.1.2 Contractor shall adhere to the Hosting and/or Cloud Services and Security Standards ("Hosting Security Exhibit"), attached herein and incorporated as Exhibit 1.

2.1.3. If a conflict occurs between the terms of this Professional Services Agreement and any terms in any attachment, the terms in this Professional Services Agreement shall prevail. For the avoidance of doubt, the order of governance shall be:

Professional Services Agreement ("PSA")

Exhibit 1 – Ramsey County Hosting Security Exhibit

Exhibit 4 - 2016 Electronic Roster Guide

Exhibit 2 – Poll Pad Acceptance Testing Criteria and Certificate of Acceptance Exhibit

Exhibit 3 – Confidentiality Agreement Exhibit
Attachment A – Master Software License, Services, and Lease Agreement (“MSLA”)
Attachment A-1 – Customer Pricing
Attachment B – Command Central Service Provider Agreement

2.2

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.4.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as indicated in Attachment A MSLA, and shall provide services as and if requested by the County described in Attachment A-1 Cost Pricing, it being understood that the County might not purchase any services other than the annual software maintenance and support under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
As described in Attachment A-1 Cost Pricing, attached and incorporated into this Agreement.

4.1.1 The total contract shall not exceed the amount of \$1,141,052.00 over the life of the contract according to the agreed to rates.

4.1.2 Attachment A-1, attached hereto sets forth the Contractor’s prices and options for all equipment and services that may be purchased by the County during the full term of the Agreement, including options to purchase, lease, and lease to purchase. Contractor will be required to submit an updated price schedule for the price sheets in Attachment A-1 for each optional renewal term exercised. Pricing will not change during the initial three-year term after the commencement date of the Agreement. Price changes will only be granted with written approval from the County. The maximum increase in prices on products, services, licenses, maintenance, spare parts, on-site technical support may not exceed an aggregate of more than 3% per each three-year period. Contractor shall provide a price sheet for additional equipment, services, parts and supplies at the request of the County.

5. Special Conditions

5.1. Acceptance Testing

As a part of the acceptance testing process for any purchased or leased electronic poll pad unit, the Contractor will install the Poll Pad application software on the pollbook tablet and pair the tablet with the printer at the County’s election warehouse or other location selected by the County.

All hardware and software for a pollbook will be configured for communications with the version of ePulse connectivity software installed at the County.

5.1.1. Upon delivery of the Poll Pad Units, the County will perform an acceptance test on each Unit. Any Poll Pad Unit that does not pass the acceptance test will be returned to the Contractor at the

Contractor's cost. The County will have 10 business days after receipt of each shipment of Poll Pad Units to complete acceptance testing for that shipment. The County will provide the Contractor with a detailed description of each hardware or software element not passing acceptance testing. The Contractor will have 15 business days after the conclusion of each round of acceptance testing to replace any element of the system not passing acceptance testing. All system elements not passing the County's acceptance testing process will be replaced at the expense of the Contractor. Shipment of replacement or repaired Poll Pad Units or other components from the Contractor to the County during the acceptance testing process will be at the expense of the Contractor. Upon receipt of the replacement Poll Pad unit, the County will perform an acceptance test on each Unit and follow the acceptance testing process.

5.1.2. The County's acceptance testing will consist of the following steps.

- a. Inventory of all components of an individual Poll Pad Unit;
- b. Verification that all components have been delivered and are in undamaged condition;
- c. Poll Pad tablet power-up;
- d. Poll Pad software application diagnostic test;
- e. Poll Pad application test;
- f. Test of nil peripheral hardware components;
- g. ePulse connection test; and
- h. Poll Pad - ePulse data import-export test.

Following each round of acceptance testing, the County will provide the Contractor with a written statement of acceptance for each Poll Pad Unit that has successfully completed testing using the Poll Pad Acceptance Testing Criteria and Certificate of Acceptance Exhibit, attached and incorporated into this Agreement as Exhibit B.

If the County elects to terminate the Agreement during the acceptance testing process, the County will receive a full refund of all funds paid to the Contractor for the equipment, purchased and/or leased, under the terms of this Agreement.

5.2. Confidentiality Agreement

Contractor must agree to limit the use of any voter registration information to the programing and operation of electronic rosters by complying to the Confidentiality Agreement Exhibit, attached hereto and incorporated into this Agreement as Exhibit 3. Additionally, Contractor must agree to destroy all voter registration data it receives upon completion of their involvement in a specific election cycle.

6.Contracting for Equity

6.1

Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

6.2

Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

6.3Equal Employment Opportunity and Civil Rights

6.3.1

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the

exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6.3.2

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

6.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

6.3.3.1

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

6.3.3.2

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

6.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

6.4.

Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

7.General Contract/Agreement Terms and Conditions

7.1Payment

7.1.1.

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

7.1.2.

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

7.2.Application for Payments

7.2.1

The Contractor shall submit an invoice to include itemization of items/services and line item pricing to the County in accordance with Attachment A-1 Cost Pricing.

7.2.2.

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

7.2.3.

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

7.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

7.2.5

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

7.2.6.

The Contractor shall comply with the requirements of Minnesota Statutes Section 471.425 subd.4a.

7.3.

Independent Contractor

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

7.4.Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

7.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

7.5.Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6.Data Practices

7.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota

Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.6.2.

The Contractor designates Kevin Schott as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

7.6.3.

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

7.7.Security

7.7.1.

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

7.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

7.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

7.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

7.7.5.

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

7.8. Indemnification

7.9.1. The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7.9. Contractor's Insurance

7.9.1.

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

7.9.2.

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

7.9.3

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

7.9.3.1

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

7.9.4.

Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

7.9.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

7.9.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

7.9.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

7.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

7.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

7.9.10.

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

7.9.11.

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

7.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

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

7.10.Audit

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

7.11.Notices

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

County:

Contract Administration, 90 W. Plato Boulevard, Saint Paul, MN 55101

Contractor:

KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO 63141

7.12.Non-Conforming Services

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

7.13.Setoff

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

7.14.Conflict of Interest

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

7.15. Respectful Workplace and Violence Prevention

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

7.16. Force Majeure

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

7.17. Unavailability of Funding - Termination

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

7.18. Termination

7.18.1.

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

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1

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

7.19.2

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

7.20.

Warranty

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

7.21.Infringement

7.21.1

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.21.2

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

7.22.

Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

7.23.Alteration

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

7.24.Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of

this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

8. Special Contract Terms and Conditions

8.1. CONTRACTOR represents and warrants that the Software, including but not limited to Poll Pad and Epulse, shall, at all times during this Agreement meet Minnesota Statutes§ 201.225, Electronic Roster Authorization, along with amendments thereto, and any other applicable federal or state laws, regulations or policies and procedures, including policies, procedures or guidance promulgated by the Minnesota Secretary of State.

8.2. Contractor shall follow technical requirements, functionality, and specifications as described in section 201.225 of the Minnesota Statutes and Administrative Rules of the Secretary of State, Chapter 8200, Voter Registration, that includes, but is not limited to the following list:

8200.3100
8200.5100
8200.5400
8200.5500
8200.9115
8200.9940
8220.0250

8.3. The Contractor shall be responsible to familiarize and incorporate all applicable sections including, but not limited to the entire section of 2.0 Statutory Requirements Overview and 3.1 Confidentiality Agreement, of the 2016 Electronic Roster Guide prepared by the Office of the Minnesota Secretary of State attached hereto as Exhibit 4 and incorporated as part of this Agreement.

8.4. In the event there are changes to the technical federal and/or state law which require the Contractor to update its electronic roster equipment in order to comply with such changes in law, the Contractor will provide such updates to the Contractor software and firmware at no additional charge to the County provided the County subscribes to and maintains an annual hardware and software maintenance and support agreement with the Contractor.

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

8.6. CONTRACTOR shall utilize Mobile Device Management (MDM) to remote access into Poll Pad units for Contractor's users, approved and authorized by Ramsey County Epulse administrator.

8.7. The County may terminate Contractor's remote access to the Poll Pad Units or related hardware at any time, for any reason. The County may also request that the Contractor terminate any and all access of any authorized users to the Poll Pad Unit(s), at any time for any reason.

8.8. The County reserves the right to remove any of the Contractor's personnel at the sole discretion of the County if it determined that such personnel is not familiar with County's election

process. The County reserves the right to request specific Contractor personnel be assigned to the project.

Exhibit 1 – Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”)

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
 - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
 - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
 - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
 - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
 - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
 - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
 - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.

2. Multi Factor Authentication. Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).

3. Monitoring Services. Contractor will provide the following additional Services with respect to system monitoring:

3.1. Access. Contractor will provide access to Contractor's client portal, monitoring and alerting of the County's servers, as well as the processes and services being executed by such servers by Contractor's Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor's Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.

3.2. Monitoring and Detection. Contractor will provide monitoring and alerting by Contractor's Network Operations Center on a 24 x 7 x 365 basis of Services.

3.3. Equipment Monitored. The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

3.3.1 Additional Equipment. If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as "fit for purpose" by Contractor before it is covered under this Hosting Security Exhibit.

3.3.2 Equipment Retirement. If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

3.3.3. County To Provide Access. The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

3.4. Notification. Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's monitoring results.

3.5. Fix Issues. Contractor will promptly apply a fix to any disruption in the Services.

3.6. Communication with Network Operations Center. The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.

3.7. Initiation of Client Portal Tickets. Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..

4. Operating System Patch Services. Contractor will provide the following Services with respect to operating system Patches:

- 4.1. Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.
- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term "Patch" means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County's express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws. Contractor's Security Program includes, at a minimum:
- 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - 6.2.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to

systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and

6.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

6.5. Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

7. Source Code Protection. Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.

8. Audit. County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

9. Mobility and Transfer of Data. No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.

10. Security Certification. Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

11. Segmentation. Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

12. Controls. The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

13. Penetration Testing. Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.

14. Security Policies. Contractor's security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy

- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Hosting Security Standards. The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") include:

- Physical Security
 1. Video cameras
 2. Motion sensors
 3. Fire sensors
 4. Locked doors with controlled access
 5. Manned reception area
 6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor's Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security

1. Every connection to an external network is terminated at a firewall.
2. Network devices are configured to prevent communications from unapproved networks.
3. Network devices deny all access by default.
4. Security patches are regularly reviewed and applied to network devices.
5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
6. Communication through a network device is controlled at both the port and IP address level.
7. There is a documented standard for the ports allowed through the network devices.
8. Contractor prevents unauthorized devices from physically connecting to the internal network.
9. There is an approval process to allow the implementation of extranet connections.
10. There are regular scans for rogue wireless access points.
11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
12. Contractor subscribes to Contractor's Agent's dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
13. The Data Center is compliant with SOC-1 and SOC-2.

16. Backup. Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

- Full backups of the County's repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.

- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

17. Disaster Recovery. Contractor's Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

18. County Data. The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

18.1. "Transition Services" means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

18.2. "Transition Services Period" means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

18.3. “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

18.4. Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

19. Data Retention. Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

20. Warranties.

20.1. Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise

harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

20.2. Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor's sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor's failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

20.3. Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

2016

Electronic Roster Guide



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1.0 INTRODUCTION

1.1 Introduction

In 2013 an electronic roster pilot project was established to examine and test the use of epollbooks in Minnesota polling locations. In 2014, an expanded pilot project was established to test epollbooks in a high turnout election.

In the 2014 omnibus elections bill (chapter 288) the legislature authorized counties, cities and municipalities to use electronic rosters for any election.

1.2 Description

Electronic rosters, also known as electronic poll books or epollbooks, are an electronic version of the paper polling place roster. This guide will give an overview of the statutes authorizing and governing the use of electronic rosters, provide guidelines for working with a vendor to ensure all needs are met, and explain the process of setting up electronic rosters with SVRS, using electronic rosters in the polling place, and transferring data from electronic rosters to state systems.

Electronic Rosters can be used for:

- Election day registration
- Processing preregistered voters
- Both election day registration and processing preregistered voters.

This guide is designed to aid jurisdictions that are considering using electronic rosters for the first time. As equipment and processes may vary between jurisdictions, jurisdictions will need to develop their own procedures and materials to address jurisdiction specific issues.

1.2.1 Pros and Cons

Pros:

- Electronic rosters are designed to make the process of checking in voters at the polls fast and easy.
- Easier to post rosters after an election.
- More accurate voting history.
- Queue up EDR files electronically, for faster SVRS input.

Cons:

- There is a significant cost to purchasing the equipment.
- Specialized training is required, and may have to be developed by the county.
- May be minimal economic benefit for smaller counties.

1.3 Timeline

The following calendar highlights dates specific to the use of electronic rosters for the 2016 election cycle. Complete election calendars are available at <http://www.sos.state.mn.us>.

Date	
Wed, May 11, 2016	90-day notice (Primary, or both Primary and General)
Fri, Jul 8 (Sun Jul 10)	30-day certification (Primary, or both Primary and General)
Fri, Jul 8 (Sun Jul 10)	Fri, Jul 8 (Sun Jul 10)
	Select Primary print preferences and exclude districts in SVRS
	Run Rosters in Election report/provide roster IDs to epollbook programmer/vendor
	Provide report and precinct finder files to epollbook programmer/vendor
Wed, Jul 20	Roster/Greeter generation for Primary may begin--ePollbook roster file extracts available
	Run ePollbook Real-time Roster File Extract and provide to vendor
Wed, Jul 20-Aug 9	Only If SVRS rosters for primary are regenerated, run Roster ID Changes report and provide any new roster IDs to vendor; must rerun (replace existing) relevant roster file extract(s)
	Print Greeters List materials for paper backup process
Tue, Aug 9	Primary Day
	Back up process must be available (paper-greeter)
Wed, Aug 10	90-day notice (General only)
Wed, Aug 10	May begin EDR upload processing and voter history upload processing in SVRS. •Run EDR/PVH Statistics for Election report to verify the posted voter history (PVH) counts. •Run ePollbook Files for Election report to verify queued and processed EDR counts.
Fri, Oct 7 (Sun Oct 9)	30-day certification (General only)
	Select election print preferences in SVRS
	Run Rosters in Election report and provide roster IDs to epollbook programmer/vendor (can be run any time after election is active)
	Provide report and precinct finder files to epollbook programmer/vendor
Wed, Oct 19	Roster/Greeter generation may begin--ePollbook File Extracts available
	Run ePollbook Real-time Roster File Extract and provide to vendor
Wed, Oct 19-Nov 7	Only If SVRS rosters are regenerated, run Roster ID Changes report and provide any new roster IDs to vendor; must rerun (replace existing) relevant roster file extract(s)
	Print Greeters List materials for paper backup process
Tue, Nov 1	AB Supplements Files or paper reports available--run as needed
Tue, Nov 8	General Election
	Back up process must be available (paper-greeter, other)
Wed, Nov 9	May begin EDR upload processing and voter history upload processing in SVRS. •Run EDR/PVH Statistics for Election report to verify the posted voter history (PVH) counts. •Run ePollbook Files for Election report to verify queued and processed EDR counts.

2.0 STATUTORY REQUIREMENTS OVERVIEW

2.1 Authorization

M.S. 201.225 Subdivision 1

A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

2.2 Notification

M.S. 201.225 Subdivision 6

A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

Note that notifying the Office of the Secretary of State that a jurisdiction plans on using electronic rosters is not the same as certification that electronic rosters meet all security and technical requirements. Please refer to **2.5 Certification** on page 7 for additional information on certification.

2.3 Technology Requirements

Minnesota statutes establishes technology requirements for electronic rosters to be used in Minnesota elections. The Office of the Secretary of State has developed additional security requirements. A county using electronic rosters should also develop their own technology requirements, catered to the equipment used and county specific processes.

2.3.1 Statutory Requirements

Electronic rosters must meet technology requirements as set by Minnesota Statutes 201.225 Subd. 2.

Before election:

Unless an electronic roster is used only for election day registration, the device must have the capability of accepting voter registration data in the format prescribed by the office of the secretary of state (page 14). This data must only contain information on preregistered voters within the precinct. It cannot contain preregistered voter data on voters registered outside of the precinct. (MS 201.225 Subd. 2 (1), (10))

The electronic roster may only be networked within the polling location on election day, except for the purpose of updating absentee ballot records. (MS 201.225 Subd. 2 (11))

Additionally, The Office of the Secretary of State in consultation with MN.IT has established minimum security, reliability, and networking standards. Counties certify that these standards are met as part of the certification process laid out in 2.5.1 (page 8). (MS 201.225 Subd. 2 (12))

During election:

The device must have the capability to locate a registered voter's record or create a printed voter registration application for unregistered voters. Voter record search and voter registration application creation may be through manual entry, or by scanning a Minnesota DL or ID card. (MS 201.225 Subd. 2 (3))

If the electronic roster is being used for election day registrations, the electronic roster must allow an election judge to update data populated by scanning a Minnesota driver's license or ID card and cue election judge to ask for required information not on DL. (MS 201.225 Subd. 2 (4), (5))

For the purpose of creating a printed voter registration application, the electronic roster may create a completed voter registration application, label(s) that may be affixed to a voter registration application, or some combination of the two (page 19). (MS 201.225 Subd. 2 (3))

If the voter has provided information that indicates that the voter is not eligible to vote, has already voted in that precinct, has a challenged status, or resides in a different precinct, the electronic roster must alert the election judge. (MS 201.225 Subd. 2 (6),(7))

The electronic roster must be capable of providing to the election judge a voter's correct polling place; and, unless the electronic roster is only being used for election day registrations, provide instructions for resolving any challenges. (MS 201.225 Subd. 2 (13), (8))

The electronic roster must provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. (MS 201.225 Subd. 2 (9))

The printed voter signature certificate can be either a printed form or a label printed with the voter's information to be affixed to the oath. (MS 201.225 Subd. 2 (9))

After election:

The Electronic Roster must have the capability of exporting data in the format prescribed by the office of the secretary of state (page 14). (MS 201.225 Subd. 2 (2))

2.3.2 Security Requirements

As required by MS 201.225 Subd. 2 (12), the Office of the Secretary of State in consultation with MN.IT has created a list of minimal security standards for electronic rosters. These standards have been set to ensure the safety of voter data. These are minimum security requirements. The county may wish to enact stricter requirements. Remember to add any county-specific security requirement to the county's request for proposal (RFP).

Management Controls

Provide training materials to election judges at each polling location regarding ensuring security of computer and data. This could consist of:

- User training on what to do in case of lost or stolen electronic roster
- User training on not attaching storage devices, such as thumb drives, to the computer other than those needed for the operation of the electronic roster
- User training to lock computer screen when not in use or always have user in location of electronic roster

Technical Controls

Data transmission minimum controls:

- Communications between the polling location computer and the remote computer systems storing the electronic roster information must be encrypted and provide for authentication
- AES 256 bit or higher strength NIST complaint encryption
- A site to site, IPSec, or SSL VPN type solution should be implemented for connection and communication to ePolling servers. No other internet or local type network access should be configured. All communications from the polling location computer should be limited and controlled to only being able to access the remote computer systems that store the electronic roster information
- All files transferred should be integrity checked by usage of a hash checksum

Polling location workstation minimum controls:

- Require authentication via VPN before granting access to the destination server
- Harden workstation to CIS Benchmark Level-2 for the identified OS
- Configure workstation for single purpose functionality and remove polling user's ability to access and use administrative capabilities (e.g. remove IE, start menu, etc. and only allow access to electronic roster application and secure file transfer capability)
- Disable Infra-Red and Bluetooth capabilities if not needed for electronic roster use
- If Bluetooth is used for electronic roster functionality, NSA standards must be followed as appropriate
- Block the USB drive capability while still allowing for the use of USB mice, keyboards, AB updates, and printers
- Implement full disk encryption, AES 256 Bit or higher NIST certified to meet FIPS 140-2 standard level 2
- Configure workstation to enforce strong complex passwords
- Configure screen lockout after predetermined amount of inactivity
- Ensure security patches and updates are current
- Implement personal firewall to only allow outbound access to the remote computer systems that store the electronic roster information. Block all inbound access to the computer
- Implement host based intrusion prevention to block and log events that are unusual; identified events need to be reported and investigated
- Implement anti-malware software and ensure it is updated
- Securely wipe workstation after completion of use in polling location

Vendor location minimum controls:

- electronic roster data must be encrypted while stored within dedicated infrastructure
- Vendor infrastructure and operations meet standards that align with NIST

2.3.3 Additional County-Specific Requirements

Note that the requirements above are minimum requirements. Counties should consult their IT departments to develop their own requirements that are above and beyond those required by Minnesota statutes and the Office of the Secretary of State. It is suggested that these requirements be included in any contracts made with the electronic roster vendor.

The jurisdiction should devise its own policies on how to keep data secure when loading and exporting information and how to protect private data. The jurisdiction should also develop a testing checklist to ensure equipment meets their requirements.

Remember to add any county specific requirement to the county's RFP.

2.5 Certification

Thirty days before each election in which the county, municipality, or school district intends to use electronic rosters, counties are required to submit a certification that the equipment being used meets all security and technical requirements set out in M.S. 201.225. If electronic rosters are to be used for both the general and primary elections, and the electronic roster software is not updated between elections, one certification, 30 days before the primary, is sufficient.

2.5.1 Certification Testing

The following checklist is designed to ensure an electronic roster meets all requirements as laid out in M.S. 201.225 Subd.2

The jurisdiction should be able to check off all items before submitting certification. Either the county IT staff can assist in reviewing the requirements, or the vender can certify to the county that all requirements are met.

Electronic Roster for Pre-Registered Voters – Certification Checklist

County: _____

Vendor/Product: _____

Date: _____

- ☐ Able to be loaded with pre-registered voter data from electronic file in format prescribed by OSS
- ☐ Contains only pre-registered voters from precinct
- ☐ Only networked within the polling place on election day
 - (possible exception for purposes of updating AB records)
- ☐ Meets minimum security reliability and networking standards established by OSS/MNIT
 - (TBD –Insert when available)
- ☐ Any Voter, verify Name, Address, Voter ID number, DOB, School District matches roster
- ☐ Challenge Postal Return, Voter _____
- ☐ Challenge Voted Out of Precinct, Voter _____
- ☐ Challenge AB Address, Voter _____
- ☐ Challenge Felony, Voter _____ AB on signature line, Voter _____
- ☐ See ID on signature line, Voter _____
- ☐ Total Pre-Registered Voters for precinct is correct
- ☐ Voter record can be searched and retrieved by scanning or swiping a MN Driver's License or MN ID card
 - Alerts election judge if address on DL/ID is different than address on voter record but allows election judge to override the alert (i.e. DL may use AV instead of AVE)
- ☐ Voter record can be searched and retrieved by manually entering data
- ☐ Provides a printed voter's signature certificate (or label), containing the voter's name, address of residence, date of birth, voter identification number, M.S. 204C.10 oath, and space for the voter's original signature
 - Material will remain legible through the retention period
- ☐ Immediately alerts election judge if pre-registered voter has already voted by AB
- ☐ Immediately alerts election judge if pre-registered voter has already voted in the polling place
- ☐ Immediately alerts election judge if pre-registered voter has already voted as an election day registrant in the precinct
- ☐ Provides immediate instructions for resolving each of the types of challenges listed above
- ☐ Allows for election judge to manually (or from electronic file) add AB for a pre-registered voter (AB process for ABs accepted after rosters printed)
- ☐ Capable of providing voters correct polling place (precinct finder)
- ☐ Allow for voting history data to be exported in a file format prescribed by the secretary of state
 - Allow for the data to be exported in a file format prescribed by the secretary of state
 - File name consists of **file type code**, **election date** and **roster ID**.
 - (e.g. **220141104123456.txt**) ** Where the rosterID for the file is 123456*

Electronic Roster for Election Day Registration – Certification Checklist

County: _____

Vendor/Product: _____

Date: _____

- ☐ Only networked within the polling place on election day
 - (possible exception for purposes of updating AB records)
- ☐ Meets minimum security reliability and networking standards established by OSS/MNIT
 - (TBD –Insert when available)
- ☐ Allow for Election day registrant data to be entered manually
- ☐ Allow for Election day registrant data to be entered by scanning a MN Driver's License or identification card to populate the data in a MN voter registration application. Cues election judge to ask for and input non-populated data from voter.
- ☐ Allows for election judge to edit data that was populated by a scanned DL (i.e input an address different from what is on the DL/ID card).
- ☐ Allows for each of the valid proofs of residence to be selected
 - MN Driver's License or MN ID or Receipt
 - Prior Registration in Precinct
 - Notice of Late Registration
 - Tribal ID
 - Student ID; Name on Housing List
 - Witness/Voucher
 - Bill with Driver's License or State ID
 - Bill with Passport
 - Bill with Military ID
 - Bill with Student ID
 - Bill with Tribal ID
- ☐ Provides for the MN voter registration application (or labels) to be printed and signed and dated by voter.
 - Printed application data matches data input and is in proper field on the form.
 - Prints back side or county provides paper with back side pre-printed
 - Material will remain legible through the retention period
- ☐ Provides a printed voter's signature certificate (or label), containing the voter's name, address of residence, date of birth, voter identification number, M.S. 204C.10 oath, and space for the voter's original signature
 - Material will remain legible through the retention period
- ☐ Immediately alerts election judge if the election day registrant has already completed an EDR in the polling place and voted
- ☐ Immediately alerts election judge if the election day registrant has already voted as a pre-registered voter in the precinct either as an AB or in the polling place
- ☐ Immediately alerts election judge if the election day registrant's registration status is challenged
- ☐ Immediately alerts election judge if the residence address provided is not within the precinct, but allows election judge to override the alert (i.e. precinct finder range needs to be expanded)
- ☐ Immediately alerts election judge cannot proceed if U.S. Citizen or the at least 18 questions marked as No
- ☐ Immediately alerts election judge if DOB provided is less than 18
- ☐ Capable of providing voters correct polling place (precinct finder)
- ☐ Allow for the data to be exported in a file format prescribed by the secretary of state
 - File name consists of **file type code**, **election date** and **roster ID**.

(e.g. 120141104123456.txt) **** Where the rosterID for the file is 123456****

- Exported data matches data input & printed application
- Exported data contains the correct proof of residence as noted above



Office of the Minnesota Secretary of State

CERTIFICATION THAT ELECTRONIC ROSTERS TO BE USED MEET M.S. 201.225 REQUIREMENTS

Instructions

This form is designed for counties, municipalities, or school districts to give the required certification that electronic rosters meet all requirements in *Minnesota Statutes* 201.225. This must be certified to the Office of the Secretary of State at least 30 days before the election that electronic rosters are to be used. The completed form should be returned to the Office of the Secretary of State via email (elections.dept@state.mn.us), fax (651-296-9073) or mail (180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155). (*Minnesota Statutes* 201.225)

Jurisdiction Information

Jurisdiction Name

Jurisdiction Type

☐

County

☐

Municipality

☐

School District

Certification

The above-named jurisdiction hereby certifies to the Office of the Secretary of State that the electronic rosters to be used at the upcoming election to be held on meet all of the requirements in *Minnesota Statutes* 201.225.

The following electronic rosters will be used:

Vendor Name/Model

Used in these precincts

Vendor Name/Model

Used in these precincts

Vendor Name/Model

Used in these precincts

Signature

Name

Title

Signature

Date

Revised 7/2014

3.0 WORKING WITH THE VENDOR

This section will provide a list of items to present to a vendor to ensure that data is exported in a file format that is compatible with the Statewide Voter Registration System, and that security requirements regarding the safeguarding voter data are met.

3.1 Confidentiality Agreement

Election data is a mix of public and private data with specific rules about how that information can be shared and used. Before providing any data to the electronic roster vendor ensure that the vendor agrees to limit the use of any voter registration information to the programing and operation of electronic rosters. Additionally, the vendor must agree to destroy all voter registration data it receives upon completion of their involvement in a specific election cycle.

The following is an example only. The jurisdiction should review language with their own legal advisor.

Example Confidentiality Agreement

1. Voter Registration Information.

The county of _____ ("County") proposes to disclose voter registration information to _____ (Recipient). Minnesota Statute 201.091 classifies some voter registration information as public only for uses related to elections, political activities, or in response to a law enforcement inquiry from a public official. All other voter registration data is classified as private.

2. Recipient's Obligations.

Recipient agrees that the voter registration information is only to be used for the purposes of programing and operating electronic rosters, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the voter registration information received from the County to any other party whatsoever except with the specific prior written authorization of the County. Recipient also agrees to securely destroy the information once the vendor's involvement in the current election cycle is complete.

3. Government Data Practices

The Recipient and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, by either the Recipient or the County.

If the Recipient receives a request to release the data referred to in this clause, the Recipient must immediately notify and consult with the County as to how the Recipient should respond to the request. The Recipient's response to the request shall comply with applicable law.

_____ Recipient	County of _____
_____ Signature Date	_____ Signature Date
_____ Printed Name	_____ County Auditor Printed Name
_____ Title	

3.2 Items to provide to vendor

The Statewide Voter Registration System (SVRS) uses specific file formats when importing and exporting voter registration data. Electronic rosters must be programmed to accept data as produced by SVRS and must export files in the prescribed format.

3.2.1 SVRS-Electronic File Specifications Document

The SVRS-Electronic File Specifications Document prescribes file formats to be exported from and uploaded to the Statewide Voter Registration System. If the format given is not used, files will not be recognized by the system and will result in partial or non-existent records.

This is a list of file formats prescribed by the SVRS-Electronic File Specifications Document. The full SVRS-Electronic File Specifications Document and example files can be found in the appendix.

Voting History File:

Gives voting history to voter records in SVRS. To be accepted by SVRS, each voter record must contain all fields, even if no voter history data is provided.

EDR File:

Queues Election Day Registration information into SVRS for counties to process. Electronic rosters must supply all data captured. SVRS will accept files with incomplete data.

Upload File Format Errors and Reject Conditions

Outlines reasons for errors in or rejections of uploaded files.

ePollbook Real Time Roster File Export

Outputs a txt file of election roster records. Counties provide the file to the vendor/ePollbook programmer for use in creating ePollbook election rosters.

Counties may generate the ePollbook Real Time Roster File Export report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

ePollbook Roster Supplement: Accepted Ballots for Registered Voters

Outputs txt files that may be used to update accepted ballot notations (A.B. / M.B.) for voter records already included in ePollbook Rosters. Counties provide the file to the vendor/ePollbook programmer for use in adding accepted ballot notations to records in an already created ePollbook election roster.

Counties may generate the ePollbook Roster Supplement report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants

Outputs a txt file that includes voters who registered to vote via the absentee ballot process, are not on the roster for the precinct, and have accepted ballots in the precinct.

Election judges in the precinct use this information to identify election-day registrants who have already voted by absentee ballot.

Precinct Finder

Displays street ranges in a selected jurisdiction for the purpose of identifying the precinct, school district, and other districts associated with a specific address in the jurisdiction. Counties provide the file to the vendor for use in ePollbook set up.

The report can be used in conjunction with the Polling Place List for Election report to identify the correct polling place for a specific address.

Precinct Finder with Polling Place

Displays polling places specifically designated as a school district polling place. The report displays polling places based on polling place status and polling place assignment.

Includes all the address ranges for the selected jurisdiction at the address range level.

Precinct Finder and Upcoming Elections

Shows address ranges and the corresponding upcoming elections involving the address range.

Address ranges with multiple upcoming elections will appear on the report multiple times.

Polling Place List for Election

Displays polling places that are associated with a specific upcoming election or multiple elections occurring on a specific upcoming date. Counties provide the file to the vendor for use in ePollbook set up.

The report can be used in conjunction with Precinct Finder Report to identify the correct polling place for a specific address.

Rosters in Election for Excel

Displays all rosters for all elections in the county occurring on the specified election date and displays the rosters to which precinct(s) are assigned based on SVRS roster logic.

Rosters Needing Reprint or New File

Used to inform county users and ePollbook vendors or programmers of changes that affect rosters and Roster IDs. Counties may generate the report any time after the election has been activated.

For elections that require districts in the election to be confirmed in SVRS (odd year elections and certain special elections), counties should run the report only after the county has already confirmed districts and checked the “Ready to Assign Voters” checkbox on the election.

The report should be run again as needed if roster changes have been made in SVRS.

3.2.2 Challenge voter instructions (and similar judge process flows)

Electronic roster must supply the election judge with language for challenged voters. The county is responsible for providing the vendor with the language to be displayed on the device.

4.0 Overview of the Electronic Roster County-Vendor Process Steps Using SVRS

4.1 Pre-Election

1. County runs the Rosters in Election report and provides it to vendor or programmer for use setting up electronic rosters. This report is available as soon as the election is activated in SVRS and contains Roster IDs needed for naming electronic rosters upload files. (See ePollbook-SVRS File Specifications for file naming format (page 14).)

The vendor or programmer uses the Rosters in Election report for EDR electronic rosters file setup, and to identify precinct and roster IDs to be included in the election. (Note that Roster IDs are subject to change--see # 4, below.)

If the jurisdiction is using electronic rosters for pre-registered voters, the jurisdiction can alternatively use the electronic rosters Real Time Roster File Extract (see # 3, below) to get information for EDR set up.

If a county uses electronic rosters for any part of the county, the county must print their own rosters for any portion of the county not using electronic rosters.

2. After SVRS has generated the rosters (following the pre-registration cutoff), and voters are assigned to rosters in SVRS, the county runs the epollbook Real Time Roster File Extract and provides to vendor/programmer.

- a. Report can be used for both pre-registered and EDR electronic rosters setup (see # 1 above). This report can be run county-wide or by individual precinct. Note that rosters with 0 voters will be included in the county-wide electronic rosters Real Time Roster File Extract.

3. Vendor/Programmer uses extract files for setup of pre-registered voters.

4. County runs Rosters Needing Reprint or New File report to identify roster changes and County reruns Rosters in Election excel report as needed to get corrected RosterIDs. For any affected rosters:

- a. County reruns electronic rosters Real Time Roster File Extract report
- b. (If changes are accepted ABs only, then county user may alternatively run electronic rosters Roster Supplement: Accepted Absentee Ballots for Registered Voters export report for use in updating voters on existing electronic rosters.)

5. County runs electronic rosters Roster Supplement: Accepted Ballots for Election Day Registrants export report which can be used by vendor/programmer to identify accepted ballots in electronic rosters for voters that are not on roster.

4.2 Election Occurs

1. Modified greeter's list must be available as paper backup in polling place

2. If electronic rosters are not working, use greeter's list information in conjunction with paper sheets containing the roster oath. Transfer voter identification information onto the sheet and allow the voter to sign

4.3 Election Day Registrations

1. Vendor/County produces a separate EDR file for each roster that has at least one EDR. (See file format specification.)
2. County uploads EDR files using SVRS and verifies the queued count is as expected. (Queued = EDR Count)
3. County processes EDR records in SVRS. (See SVRS user documentation, Processing Uploaded EDRs.)
4. County runs ePollbook Files Uploaded report to verify that processed count is as expected. (EDR Processed + EDR Removed = EDR Count)
5. County runs EDR/PVH Statistics report to verify counts of EDR input for each precinct

4.4 Voting History

1. Vendor/County produces a separate voting history file for each roster that has at least 1 pre-registered voter. (See file format specification.)
2. County uploads voting history files using SVRS. (See SVRS user documentation, Uploading Electronic Rosters Voter History.)
3. County reviews and processes voting history records in SVRS. (See SVRS user documentation, Uploading electronic rosters Voter History and Posting Voter History.)

5.0 Using Electronic Rosters in Polling Place

The electronic roster must provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. The printed voter signature certificate can be either a printed form or a label printed with the voter's information to be affixed to the oath.

5.1 EDR applications requirement

For the purpose of creating a printed voter registration application, the electronic roster may create a completed voter registration application, label(s) that may be affixed to a voter registration application, or some combination of the two.

I will be at least 18 on or before the next election and I am a US citizen.
AANESTAD, ANN MARIE
4918 BAKER RD MINNETONKA 55343
ID Number:
Other Address::
DOB:MM-DD-YYYY, SD: Hopkins, COUNTY: Hennepin
Phone: (xxx)555-5555 email:
Proof of Residence: I have a MN-issued driver's license or MN ID card
DL or ID Number:
SS #:

Previous Name: Last Name, First Name, Middle Name
Previous Address:
RECORD NO: **ABC123**

5.2 EDR Voter sign-in label sheets

[11/06/2012 STATE GENERAL ELECTION – November 6, 2012

MINNETONKA W-1 P-D

I certify that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship of the person in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote, and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

Voter Signature:	Voter Signature:	Voter Signature:	Voter Signature:
Voter Signature:	Voter Signature:	Voter Signature:	Voter Signature:
Voter Signature:	Voter Signature:	Voter Signature:	Voter Signature:

11/06/2012 STATE GENERAL ELECTION – November 6, 2012

MINNETONKA W-1 P-D

I certify that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship of the person in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote, and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

AANESTAD, ANN MARIE 4255 OAK DRIVE LN 270 HOPKINS 2105 MINNETONKA W-1 P-D 0000874232 03/24/1965  Voter Signature: <i>John Doe</i>	AANESTAD, ANN MARIE 4255 OAK DRIVE LN 270 HOPKINS 2105 MINNETONKA W-1 P-D 0000874232 03/24/1965  Voter Signature: <i>Ann AaneStad</i>	AANESTAD, ANN MARIE 4255 OAK DRIVE LN 270 HOPKINS 2105 MINNETONKA W-1 P-D 0000874232 03/24/1965  Voter Signature: <i>Tom Smith</i>	 Voter Signature:
 Voter Signature:	 Voter Signature:	 Voter Signature:	 Voter Signature:
 Voter Signature:	 Voter Signature:	 Voter Signature:	 Voter Signature:

5.3 Election Day Electronic Roster Back-up Requirement

A precinct using ePollbook must have a paper roster back up for use in a process approved by the OSS if the ePollbook is not operable. Precincts may use either a back-up printed PDF roster or Greeter's List for the back-up paper roster. If no printed PDF roster back up has been provided, the Greeter's List must be printed as the paper back up.

Supplies

Preregistered Roster Back-Up Materials—Supply box:

- ☐ Printed PDF *Roster* or *Greeter's List*
- ☐ Additional binder(s) or other clip if *Greeter's List* will be divided
- ☐ Roster pages for signing in—numbered consecutively per sheet with oath at top
 - If ePollbook process uses label system, may continue to use same signature pages.
 - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.
(Keep a clean copy from which to make additional copies as needed if back up procedures must be used.)
- ☐ Blank voter receipts
- ☐ *Roster Supplement: Accepted Absentee Ballots for Registered Voters*
 - Must cover *at least* the period of time between roster generation and close of business on the seventh day before the election

EDR Back-Up Materials—Supply box:

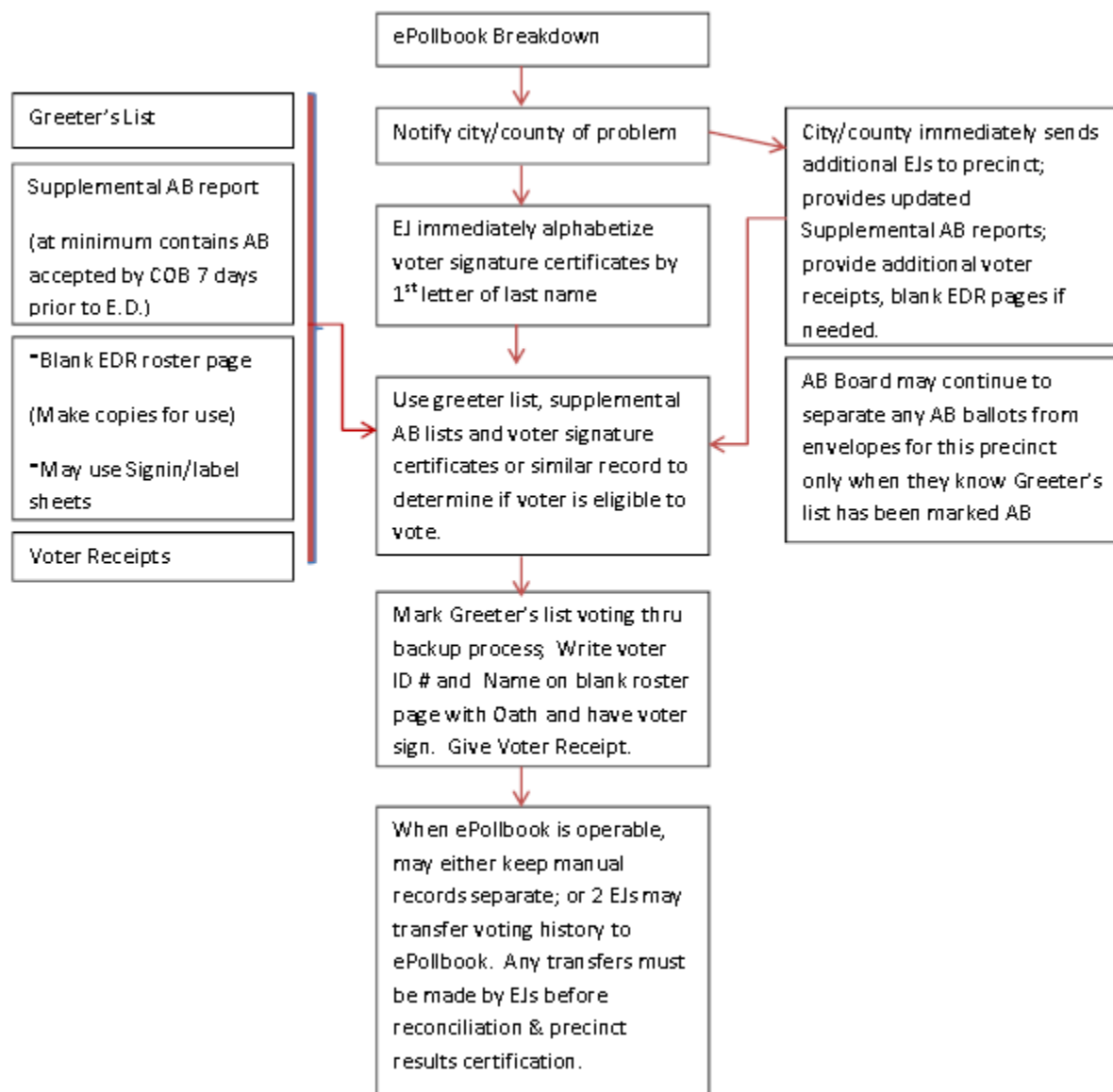
- ☐ VRAs
- ☐ Blank roster pages—numbered consecutively per sheet—oath at top.
 - If ePollbook process uses label system, may continue to use blank label blocks on signature pages.
 - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.
(Keep a clean copy from which to make copies as needed if back up procedures must be used.)
- ☐ Paper *Absentee Election Day Registrants for Polling Place* (already voted by AB list)

Preregistered ePollbook Back-Up Procedures Using Greeter's List

If the pre-registered ePollbook becomes inoperable, the following procedures must be followed.

1. Judges immediately access ePollbook back-up roster/greeter's list and supplies and implement back up procedures so that voting may continue. Judges use printed SVRS precinct roster if supplied. If printed roster has not been provided, judges use the Greeter's List as the back-up roster for pre-registered voters.
2. Election judges
 - a. alphabetize signed ePollbook voter signature certificates by first initial of last name for use in back-up voter check-in process (if certificates are used in precinct).
 - b. Divide Greeters List into more than one book if needed to keep voters moving.
3. Head Judge immediately notifies clerk or county as directed that judges are following ePollbook back-up procedures.
4. Clerk or County Immediately:
 - a. runs comprehensive *Roster Supplement: Accepted Absentee Ballots for Registered Voters* (all dates through the election day) and arranges immediate delivery to precinct.
 - b. sends additional election judges as appropriate to assist with back-up duties
 - c. for precincts using the Greeter's List as back-up roster, may print and provide regular roster from SVRS to be used instead of Greeter's List roster; and may also print and provide a new Greeter's List for use as Greeter's List in the precinct.
 - d. delivers additional roster pages, voter receipts, roster pages, and other supplies to precinct as required.
5. Roster Judge:
 - a. Uses Greeter's List to locate pre-registered voter's name, address, and registration status.
 - b. Confirms voter has not already voted by absentee ballot by consulting the *Roster Supplement: Accepted Absentee Ballots for Registered Voters*
 - c. Checks that voter has not already voter in person in that precinct by reviewing voter certificates or labeled sign-in sheets, or other similar method from ePollbook-generated voting history record.
 - d. If voter has not already voted, administers appropriate process if roster notations indicate. (Note that "Show ID," challenge status, and accepted AB/MB roster notations now appear in the furthest right columns on the Greeter's List.)
 - e. Initials to left of voter's name on the Greeter's List and writes/transfers the voter's Name and ID number to a next blank label block or blank line on the roster sign-in sheet.
6. Voter signs in block or on line of roster sheet.
7. Roster judge records voter's page number/block or page and line number on Greeter's List to the right of the VID.
8. If precinct is split, roster judge consults Greeter's List to ascertain the school district and writes on a voter receipt.
9. Roster Judge issues paper receipt to the voter.
10. Voter obtains ballot and completes voting process.
11. If requested by county or clerk to add notations for ABs accepted on Election Day to roster records, election judge adds AB to the right column on Greeter's List.
12. If printed SVRS precinct roster is delivered, judges may begin to use paper roster.
 - a. Judges must preserve Greeter's List that has been used for back-up roster as part of the precinct roster record. (Greeter's List must not be returned to use as a Greeter's List.)
 - b. Note that Clerk or County may deliver a reprinted Greeter's List for use as a Greeter's List
13. If ePollbook becomes operable again, judges may return to ePollbook process

- a. Judges may mark voting history from manual back-up process into ePollbook, as time permits. Or post directly from backup to SVRS. Two Judges mark each roster record "VH/" followed by both judges' initials in each voter signature block or on roster line to indicate voter history has been recorded in the ePollbook.
14. Summary Statements:
- a. Judges count signatures or receipts for number voting in the polling place for total voting.
 - b. Number at 7:00 a.m. can be found at bottom of Greeter's List or on last page of printed roster
15. Any history not posted to ePollbook at the polling place must be entered manually into SVRS by the county after the rosters have been returned.
- a. ePollbook voting records must not be modified by election administrators after the judges have closed the rosters and certified summary statements for the polling place.
 - b. The number of manually entered VH plus ePollbook VH should equal number of preregistered voters who voted in person.
16. AB reconciliation: Before separating/counting absentee ballots on election day for a precinct using the backup process, clerk or county must confirm the voter has not voted in person at the polling place or that the backup roster/greeter's list has been marked AB.



6.0 Appendix

Uploading EDR Files

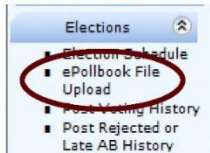


Uploading EDR Files

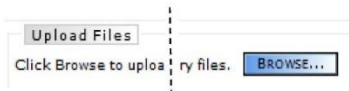
After an election, counties can upload ePollbook data to SVRS. This data includes all of the same data as a physical EDR and is processed in Pending applications.

UPLOADING EPOLLBOOK DATA

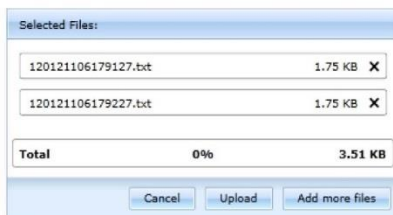
1. Select ePollbook File Upload under the Elections menu.



2. Click Browse.



3. Browse to select files for upload. Multiple files can be uploaded at once by holding Shift or Ctrl to select multiple files. Click Open to use selected files.
4. The selected files will appear as a list in SVRS. To remove selected items, click the X next to them. To add additional files, select Add More Files.



5. Once all files have been selected, click Upload. This will upload the files to SVRS. SVRS will

display an Upload Done message after files are done uploading.

6. After all files are uploaded, click Close.
7. To find uploaded files, click Search on the ePollbook File Upload screen. Use the check boxes to restrict results as desired.



8. Verify the number in the Record Count for each precinct.
9. The rejection reason for any rejected file is listed in the File Status column. Click Delete Rejected Files to remove all files that have been rejected by SVRS. Or select the box next to the rejected file and click Delete Selected File. Corrected files with the same file name can then be uploaded.



File Type	Record Count	Roster Name	File	File Status
☒	9	SAINT FRANCIS P-1	120121106179125.txt	Uploaded
☒	9	RAMSEY W-4 P-2	120121106179124.txt	Uploaded
☒	9	SAINT FRANCIS P-2	120121106179126.txt	Uploaded

10. Select the desired files and click Submit to submit files to SVRS for processing. A message will appear on the homepage when submitted files have been processed and queued.

VIEW REPORT

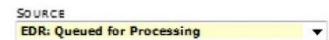
1. Click on Standard Reports under the Reports menu.
2. Under the dropdown, select Election.
3. Select ePollbook Files for Election.
4. Input the election date or select Specific Election

and select the desired election.

5. Click Run Report.
6. Verify that the submitted count and queued count match as expected.

PROCESS UPLOADED EDR FILES

1. Uploaded EDR records are processed as pending applications under the source dropdown EDR: Queued for Processing.



2. Select the desired precinct roster and click search.



3. Names in the application dropdown are listed in alphabetical order. They can be searched by EDR record number if desired.



4. Process EDRs as any other pending application.

VIEW REPORT

1. Return to the ePollbook Files for Election report under the Election dropdown in Standard Reports. Input the election date or select Specific Election, select the desired election, and click Run Report.
2. Verify that the queued count and processed count match as expected.

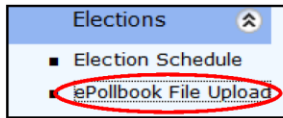
ACTIVITY REPORTS

1. Processed EDR records are included with any manually input EDR records on the Election Day Voter Registration Activity reports found under the Activity category.

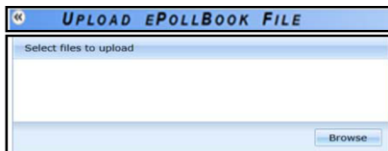
Upload ePollbook Voter History Files



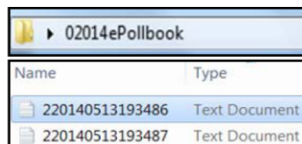
- Under the Elections menu, click on ePollbook File Upload.



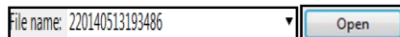
- In the Upload Files section, click BROWSE.
The Upload ePollbook File window opens.



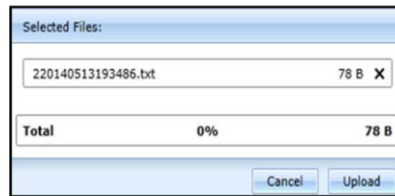
- Click BROWSE.
- Browse to ePollbook files in your computer's directory.
 - Click on a file to select it for upload. (To select multiple files, hold down the shift or ctrl key while selecting files.)



- After selecting file(s), click OPEN.



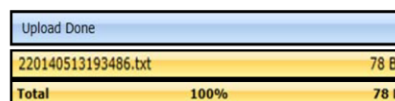
- The Upload ePollbook File window displays the list of selected files.
 - To remove a selected file, click the X for that file.
 - To bring in additional files, click ADD MORE FILES.



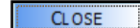
- When selection is complete, click UPLOAD.

- Do not upload blank files for precincts with zero pre-registered voters.
- Do upload a file where none of the pre-registered voters voted.
- EDR and Voting History files may be uploaded at the same time.

- When upload is complete, an Upload Done message displays:



- Click CLOSE.

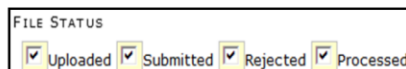


- Use the search feature in the File Upload Status section to confirm your uploaded files:

- Enter upload start date (required).
- Enter end date, if desired (optional).

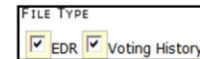


- Check the status checkboxes for the file(s) you wish to find.

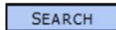


Note that all statuses are checked by default. To confirm newly uploaded files, ensure Uploaded and Rejected status checkboxes are checked.

- Check the appropriate checkbox(es) for the file type(s) you wish to find.



- Click SEARCH.



- The number of files returned displays above the results grid. Verify the file count is as expected for the upload(s) you have completed.
- Confirm record counts. Voter history file counts should match the number of pre-registered voters on the roster (7 AM registration). Voted Count should be the number of pre-registered voters who voted at the polling place.

File Count: 81

File Type	Record Count	Voted Count	Roster Name	File	File Status
VH	525	400	LAKE PARK P-3	220140513193486.txt	Uploaded
VH	487	324	LAKE PARK P-3	220140513193486.txt	Uploaded

- Click on DELETE REJECTED FILES to remove files in rejected status. (Separately review and correct rejected files for later uploading.)



- Check the checkbox next to any uploaded files you wish to delete. Click the DELETE SELECTED FILES button.

- To process, check the checkbox next to the uploaded files. Click SUBMIT SELECTED FILES.



- Note: Once a file is submitted and processed, it cannot be resubmitted or overwritten.
 - After each ePollbook file is processed, a message appears on the SVRS homepage.
 - Once processed, ePollbook voter history files are available to post history to in SVRS.
- After submitted files are processed, a listing of the rosters processed displays on the homepage.

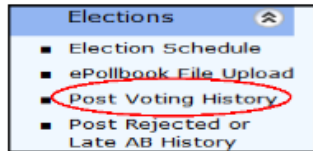
Posting ePollbook Voter History



Posting ePollbook Voter History

POST VOTING HISTORY

1. After history files have been uploaded and processed in SVRS, a message appears on the home page to let you know that history for the roster is ready for posting.
2. To review and post history for the uploaded rosters, select Post Voting History from the Elections menu in SVRS.



3. On the Post Voting History screen, select the election and the roster from the roster dropdown list.

Select Election and Roster

County: **Aitkin**

Election: **05/24/2014 - STATE GENERAL**

Roster: **AITKIN**

4. Click APPLY ACCEPTED AB/MB HISTORY to apply history for preregistered voters with accepted absentee ballots in SVRS.

APPLY ACCEPTED AB/MB HISTORY

5. Click NORMAL MODE.

NORMAL MODE - START WITH NO HISTORY

(Note: Reverse mode is never used for posting ePollbook history.)

6. On Post Voting History Express Entry screen, click CONTINUE to view roster pages with history marked.
7. When review is complete, click CONTINUE.

CONTINUE

8. On Final Roster Summary screen, verify counts of in-person (polling place), absentee ballot, and mail ballot history to be posted.

Voting History Marked:
46 In-person on Election Day
8 Absentee Ballot

BACK

CANCEL

SAVE CHANGES

9. Click SAVE CHANGES.
10. Mark roster complete when finished and ready to apply the post history.
11. SVRS displays a warning — you will no longer be able to make changes to the roster after marking the roster complete. Only if done, click OK to continue.

For complete documentation on Posting History in SVRS, see SVRS User Documentation, *Post Voting History*.

VIEW REPORT

1. Under Reports, select Standard Reports, Voter Registration category.
2. Open EDR/PVH Statistics for the appropriate election.
3. Verify the posted voter history (PVH) counts for each posted precinct

MINNESOTA OFFICE OF THE SECRETARY OF STATE
STATEWIDE VOTER REGISTRATION SYSTEM



EPollbook – SVRS File Specifications

ePollbook File Uploads
SVRS Exports for ePollbook
SVRS Excel Reports

Voting History File Specifications

Overview

Voting history submitted electronically must follow the Office of the Secretary of State (OSS) file specifications.

File Name Format

File name must consist of ePollbook **file type code**, **election date** and **roster ID**.

EPollbook file type code should be set to '2' for voting history files.

Election date format: YYYYMMDD

Roster ID is a unique number assigned to each roster that will be supplied by OSS.

Note, a roster may get re-assigned a new roster ID prior to an election.

E.g. **220141104123456.txt**

File Format

Text file (.txt) with pipe delimited values.

Field Requirements

Each record must include all specified fields, even if no value is provided.

Each record must be separated by a line feed and/or carriage return.

Do not include a row identifying field names.

Field	Field Requirements
CountyID	Required ; integer Refer to Valid Values List 6. Counties.
VoterID	Required ; integer Unique number assigned to each voter record.
Full Election Description	Optional; varchar(150)
Election Date	Optional; date, no time. Date format: MM/DD/YYYY
Roster Name	Optional; varchar(50)
County Name	Optional; varchar(50)
Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Voted Flag	Required ; char(1) For voters that voted in-person on Election Day, set to '1'. For voters that did not vote in-person on Election Day, set to '0'.

Valid Values List

1. Counties			
<u>CountyID</u>	<u>County Name</u>	<u>CountyID</u>	<u>County Name</u>
1	Aitkin	49	Morrison
2	Anoka	50	Mower
3	Becker	51	Murray
4	Beltrami	52	Nicollet
5	Benton	53	Nobles
6	Big Stone	54	Norman
7	Blue Earth	55	Olmsted
8	Brown	56	Otter Tail
9	Carlton	57	Pennington
10	Carver	58	Pine
11	Cass	59	Pipestone
12	Chippewa	60	Polk
13	Chisago	61	Pope
14	Clay	62	Ramsey
15	Clearwater	63	Red Lake
16	Cook	64	Redwood
17	Cottonwood	65	Renville
18	Crow Wing	66	Rice
19	Dakota	67	Rock
20	Dodge	68	Roseau
21	Douglas	69	St. Louis
22	Faribault	70	Scott
23	Fillmore	71	Sherburne
24	Freeborn	72	Sibley
25	Goodhue	73	Stearns
26	Grant	74	Steele
27	Hennepin	75	Stevens
28	Houston	76	Swift
29	Hubbard	77	Todd
30	Isanti	78	Traverse
31	Itasca	79	Wabasha
32	Jackson	80	Wadena
33	Kanabec	81	Waseca
34	Kandiyohi	82	Washington
35	Kittson	83	Watsonwan
36	Koochiching	84	Wilkin
37	Lac Qui Parle	85	Winona
38	Lake	86	Wright
39	Lake Of The Woods	87	Yellow Medicine
40	Le Sueur		
41	Lincoln		
42	Lyon		
43	Mcleod		
44	Mahnomen		
45	Marshall		
46	Martin		
47	Meeker		
48	Mille Lacs		

EDR File Specifications

Overview

Election Day Registrations (EDRs) submitted electronically must follow the Office of the Secretary of State file specifications.

File Name Format

File name must consist of **file type code**, **election date** and **roster ID**.

File type code should be set to '1' for EDR files.

Election date format: YYYYMMDD

Roster ID is a unique number assigned to each roster that will be supplied by OSS (SVRS report). Note: a roster may get assigned a new roster ID prior to an election.

E.g. **120121106123456.txt**

File Format

Text file (.txt) with pipe delimited values.

Field Requirements

Each record must include all specified fields, even if no value is provided.

Vendors are required to supply any data captured for the fields below, however SVRS system only requires minimal data to be populated in each record to queue for processing.

Each record must be separated by a line feed and/or carriage return.

Field	Field Requirements
CountyID	Required ; integer Refer to Valid Values List 6. Counties.
Application Date	Optional; date, no time. Date format: MM/DD/YYYY Set to election date.
Is US Citizen	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
Is over 18	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
EDR Type	Required ; varchar(100). Refer to Valid Values List 5. EDR Types of Proof of Residence.
Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Name Suffix	Optional; varchar(6) Refer to Valid Values List 1. Name Suffix.
First Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Middle Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Date of Birth	Optional; date, no time. Date format: MM/DD/YYYY Must be a valid date.
Driver License Number	Optional; varchar(20)
Last 4 SSN	Optional; varchar(4)
Has no ID number	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
Phone Number	Optional; varchar(10)
Email	Optional; varchar(150)
Residential House Number	Optional; integer
Residential House Number Suffix	Optional; varchar(4)
Residential Pre-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.

Residential Street Name	Optional; varchar(50) If street address cannot be parsed into separate fields, enter entire street address into Residential Street Name field.
Residential Street Type	Optional; varchar(10) Refer to Valid Values List 4. Street Type.
Residential Post-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Residential Unit Type	Optional; varchar(5) Refer to Valid Values List 3. Unit Type.
Residential Unit Number	Optional; varchar(15)
Residential City	Optional; varchar(35)
Residential State	Optional; char(2)
Residential ZIP Code	Optional; varchar(5)
Residential ZIP Plus 4	Optional; varchar(4)
Residential Building Name	Optional; varchar(30)
Residential Address Description	Optional; varchar(500)
Mailing PO Box	Optional; varchar(40)
Mailing City	Optional; varchar(35)
Mailing State	Optional; char(2)
Mailing ZIP Code	Optional; varchar(5)
Mailing ZIP Plus 4	Optional; varchar(4)
Previous Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous First Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous Middle Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous Address House Number	Optional; varchar(20)
Previous Address House Number Suffix	Optional; varchar(4)
Previous Address Pre-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Previous Address Street Name	Optional; varchar(50)
Previous Address Street Type	Optional; varchar(10) Refer to Valid Values List 4. Street Type.
Previous Address Post-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Previous Address Unit Type	Optional; varchar(5) Refer to Valid Values List 3. Unit Type.
Previous Address Unit Number	Optional; varchar(15)
Previous Address City	Optional; varchar(35)
Previous Address State	Optional; char(2) Refer to USPS list of valid values.
Previous Address ZIP Code	Optional; varchar(5)
Previous Address ZIP Plus 4	Optional; varchar(4)
Roster Name	Optional; varchar(50)
EDRRecordNumber	Optional; integer. For each roster, number EDR records consecutively (1, 2, 3, etc).

Valid Values List

2. Name Suffix	3. Pre-directional & Post-directional	4. Unit Type
I	E	#
II	N	APT
III	NE	BLDG
IV	NW	BSMT
JR	S	CPO
SR	SE	DEPT
V	SW	FL
VI	W	FRNT
VII		HNGR
VIII		LBBY
		LOT
		LOWR
		OFC
		PH
		PIER
		REAR
		RM
		SIDE
		SLIP
		SPC
		STE
		STOP
		TRLR
		UNIT
		UPPR

5. Street Type				
ALY	EST	LAND	RADL	TER
ANX	ESTS	LCK	RAMP	TPKE
ARC	EXPY	LCKS	RD	TRAK
AVE	EXT	LDG	RDG	TRCE
BCH	EXTS	LF	RDGS	TRFY
BG	FALL	LGT	RDS	TRL
BGS	FLD	LGTS	RIV	TRWY
BLF	FLDS	LK	RNCH	TUNL
BLFS	FLS	LKS	ROW	UN
BLVD	FLT	LN	RPD	UNS
BND	FLTS	LNDG	RPDS	UPAS
BR	FRD	LNDGS	RST	VIA
BRG	FRDS	LOOP	RTE	VIS
BRK	FRG	MALL	RUE	VL
BRKS	FRGS	MDW	RUN	VLG
BTM	FRK	MDWS	SHL	VLGS
BYP	FRKS	MEWS	SHLS	VLY
BYU	FRST	ML	SHR	VLYS
CIR	FRY	MLS	SHRS	VW
CIRS	FT	MNR	SKWY	VWS

CLB	FWY	MNRS	SMT	WALK
CLF	GDN	MSN	SPG	WALL
CLFS	GDNS	MT	SPGS	WAY
CMN	GLN	MTN	SPUR	WAYS
COR	GLNS	MTNS	SQ	WL
CORS	GRN	MTWY	SQS	WLS
CP	GRNS	NCK	ST	XING
CPE	GRV	OPAS	STA	XRD
CRES	GRVS	ORCH	STRA	
CRK	GTWY	OVAL	STRM	
CRSE	HBR	PARK	STS	
CRST	HBRN	PASS		
CSWY	HL	PATH		
CT	HLS	PIKE		
CTR	HOLW	PKWY		
CTRS	HTS	PL		
CTS	HVN	PLN		
CURV	HWY	PLNS		
CV	INLT	PLZ		
CVS	IS	PNE		
CYN	ISLE	PNES		
DL	ISS	PR		
DM	JCT	PRT		
DR	JCTS	PRTS		
DRS	KNL	PSGE		
DV	KNLS	PT		
	KY	PTS		
	KYS			

6. EDR Types of Proof of Residence

MN Driver's License or MN ID or Receipt

Prior Registration in Precinct

Notice of Late Registration

Tribal ID

Student ID; Name on Housing List

Witness/Voucher

Bill with Driver's License or State ID

Bill with Passport

Bill with Military ID

Bill with Student ID

Bill with Tribal ID

7. Counties			
<u>CountyID</u>	<u>County Name</u>	<u>CountyID</u>	<u>County Name</u>
1	Aitkin	49	Morrison
2	Anoka	50	Mower
3	Becker	51	Murray
4	Beltrami	52	Nicollet
5	Benton	53	Nobles
6	Big Stone	54	Norman
7	Blue Earth	55	Olmsted
8	Brown	56	Otter Tail
9	Carlton	57	Pennington
10	Carver	58	Pine
11	Cass	59	Pipestone
12	Chippewa	60	Polk
13	Chisago	61	Pope
14	Clay	62	Ramsey
15	Clearwater	63	Red Lake
16	Cook	64	Redwood
17	Cottonwood	65	Renville
18	Crow Wing	66	Rice
19	Dakota	67	Rock
20	Dodge	68	Roseau
21	Douglas	69	St. Louis
22	Faribault	70	Scott
23	Fillmore	71	Sherburne
24	Freeborn	72	Sibley
25	Goodhue	73	Stearns
26	Grant	74	Steele
27	Hennepin	75	Stevens
28	Houston	76	Swift
29	Hubbard	77	Todd
30	Isanti	78	Traverse
31	Itasca	79	Wabasha
32	Jackson	80	Wadena
33	Kanabec	81	Waseca
34	Kandiyohi	82	Washington
35	Kittson	83	Watonwan
36	Koochiching	84	Wilkin
37	Lac Qui Parle	85	Winona
38	Lake	86	Wright
39	Lake Of The Woods	87	Yellow Medicine
40	Le Sueur		
41	Lincoln		
42	Lyon		
43	Mcleod		
44	Mahnomen		
45	Marshall		
46	Martin		
47	Meeker		
48	Mille Lacs		

Revised 10/15/2013 – “Bill with Photo ID” removed from EDR Types of Proof of Residence.

Revised 7/9/2014 – Revised “Bill with MN Driver's License or MN ID” to “Bill with Driver's License or State ID”

Upload File Format Errors and Reject Conditions

Overview

County uses the *ePollbook File Upload* process in SVRS to select and submit *EDR* and *Voter History* files for processing. Before the file can be uploaded, SVRS validates that each file selected and submitted is in the format specified by the Office of Secretary of State (OSS).

- SVRS displays a warning icon for each file error found. (User hovers over the icon to see error information.)

For each uploaded file, SVRS performs additional validations on the records contained in the file.

- If any reject condition is met, the file is rejected and the reason is displayed.
- Only one reject reason, for first error condition met, is displayed.

File Format Validations

<u>FORMAT SPECIFICATION</u>	<u>ERROR</u>
File type extension is .txt	file type error
File size is less than 20 MB	file size error
First character of file name must be 1 or 2 (1=EDR, 2 =Voting History)	file format error
Characters 2 - 9 of file name must define a valid date in format: YYYYMMDD	file format error
File name must be more than 9 characters and less than 20 characters, excluding the file type extension ".txt"	file format error
File name must be all numbers	file format error
File must have at least one record, i.e. cannot be blank	

File Upload Reject Conditions and Reject Reasons

<u>REJECT CONDITION</u>	<u>REJECT REASON</u>
Invalid RosterID for election date	RosterID
Record(s) in file has invalid file format	Format
Valid RosterID, but logged in user's county not same as roster's county and user is not an OSS user.	County
Valid RosterID, but the roster's county is not the same as county identified in any/all records in the file.	Mismatch
File with same File Type and RosterID already Submitted/Processed.	Duplicate
EDR record(s) in the EDR file are missing required data: CountyID, EDR Type.	Req Data
Voting history file is for a roster that has already been marked completed and history posted (RosterStatusCode = 'C').	Already Completed
Voting history file's record count does not match the roster's voter count. I.e. Record Count = Tb_Roster.RosterVoterCount	Voter Count
Voting history file has a voterID that is not actually on the roster identified. I.e. For specific RosterID, validate voterID exists in tb_Roster_Voter.	VoterID
Voting history record(s) in the voting history file are missing required data: CountyID, VoterID, VotedFlag	Req Data
Error encountered	Upload Error

ePollbook Real Time Roster File Export

Report Purpose and Access

The ePollbook Real Time Roster File Export outputs a txt file of election roster records.

Counties generate the ePollbook Real Time Roster File Export in SVRS and run as a report. Counties may generate the ePollbook Real Time Roster File Export report on-demand any time after the voter registration cut-off date for the election is in the past and the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in creating ePollbook election rosters.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

SVRS names ePollbook roster files using the following format. Default File Name Format consists of:

- [RosterFileTypeCode_] –1
(1 = Complete ePollbook roster file with current accepted ballots)
- [Election Date] – YYYYMMDD format
- [ROSTER_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

120141104ROSTER_201410011656.txt

Records Included

Counties may run the report countywide or by selected district, city, or ward, for all rosters or for a selected individual roster.

SVRS generates the ePollbook Real Time Roster File Export report based on selected jurisdiction, election, and individual roster if selected. The report contains the same roster and voter data as are contained in the SVRS PDF Roster report and the SVRS Greeter's List report generated for the same roster ID.

Does not return rosters that are entirely replaced by other governing elections.

Returns rosters with 0 voters, but no voter data would be included.

Includes display of accepted ballot text (A.B. / M.B.) if the accepted ballot has been entered into SVRS at any time before the ePollbook Real Time Roster File Export report is run.

Any time the ePollbook Real Time Roster File Export report is run, accepted ballot text is current at run time.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

Field	Field Description	
RosterId	Unique number assigned to each roster.	
CountyId		
VoterId	Unique number assigned to each voter record.	

FullElectionDescription		
ElectionDate	Date, no time. Date format: MM/DD/YYYY	
RosterName		
CountyName		
LastName	Voter's last name	
NameSufix		
FirstName		
MiddleName		
DOB	Date of Birth MM/DD/YYYY	
ResHouseNumber		
ResHouseNumberSuffix		
ResStreetPreDirectional		
ResStreetName		
ResStreetType		
ResStreetPostDirectional		
ResUnitType		
ResUnitNumber		
AddressDescription	ResNonStdAddrDesc	
PrecinctCode		
PrecinctName		
SchoolDistrictCode		
SchoolDistrictName		
ChallengedText		
MustShowIDText		
AcceptedBallotText		

ePollbook Roster Supplement: Accepted Ballots for Registered Voters

Report Purpose and Access

The ePollbook Roster Supplement: Accepted Ballots for Registered Voters export report outputs txt files that may be used to update accepted ballot notations (A.B. / M.B.) for voter records already included in ePollbook Rosters.

Counties generate the ePollbook Roster Supplement file export in SVRS and run as a report. Counties may generate the ePollbook Roster Supplement report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in adding accepted ballot notations to records in an already created ePollbook election roster.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

Default File Name Format

SVRS names ePollbook roster files using the following format. Default file name format consists of:

- [RosterFileTypeCode] – 2
(2 = Roster supplement for voters with ballots accepted after initial base roster created)
- [Election Date] – YYYYMMDD format
- [RosterSupplABRegd_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

220141104REGDAB_201410011656.txt

Records Included

SVRS generates the ePollbook Roster Supplement Export report based on selected jurisdiction, election, and individual roster if selected.

Report returns only voters whose ballots were accepted after rosters have been generated in SVRS.

The report can be run by All Dates or Date Range; however, no voters whose ballots were accepted before rosters were generated appear on the report, regardless of date range selected.

Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

<u>Field</u>	<u>Field Requirements</u>
RosterFileTypeCode	2 = Roster supplement for voters with ballots accepted after the initial base roster created.
RosterID	
CountyID	
VoterID	
FullElectionDescription	
ElectionDate	MM/DD/YYYY
RosterName	
CountyName	
LastName	Same as on roster.
NameSuffix	Same as on roster.
FirstName	Same as on roster..
MiddleName	Same as on roster..
DOB	Same as on roster.. Date of Birth MM/DD/YYYY
ResHouseNumber	Same as on roster.
ResHouseNumberSuffix	Same as on roster.
ResStreetPreDirectional	Same as on roster.
ResStreetName	Same as on roster.
ResStreetType	Same as on roster.
ResStreetPostDirectional	Same as on roster.
ResUnitType	Same as on roster.
ResUnitNumber	Same as on roster.
Address Description	Same as on roster. Residential non-standard address.
PrecinctCode	Same as on roster.
PrecinctName	Same as on roster.
SchoolDistrictCode	Same as on roster.
SchoolDistrictName	Same as on roster.
ChallengedText	Same as on roster.
MustShowIDText	Same as on roster.
AcceptedBallotText	Displays "A.B." if voter has accepted absentee ballot. Displays "M.B." if voter has accepted mail ballot. Ballot is for the same precinct/school district as is included on the roster.

ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants

Report Purpose and Access

The ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants export report outputs a txt file that includes voters:

- who registered to vote via the absentee ballot process, and
- are not on the roster for the precinct, and
- have accepted ballots in the precinct.

Election judges in the precinct use this information to identify election-day registrants who have already voted by absentee ballot.

Counties generate the ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants file export in SVRS and run as a report. Counties may generate the ePollbook Roster Supplement: AB EDRs report on demand after the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in ePollbook set up.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

Default File Name Format

SVRS names ePollbook roster files using the following format. Default file name format consists of:

- [RosterFileTypeCode] - 3
(3 = Election Day Registrations with accepted ballots)
- [Election Date] – YYYYMMDD format
- [RosterSupplABEDR_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

320141104EDRAB_201410011656.txt

Records Included

SVRS generates the ePollbook Roster Supplement Export report based on selected jurisdiction, election, and individual roster if selected.

Report returns only voters who have an accepted ballot in the precinct who are not registered in the precinct (not included on the roster or on the roster at under a different name or address).

The report can be run by All Dates or Date Range.

Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

<u>Field</u>	<u>Field Requirements</u>
RosterFileTypeCode	3 = Election Day Registrations with accepted ballots (ballot was sent with non-registered materials)
RosterID	
CountyID	
VoterID	Supplied, if exists. Unique number assigned to each voter record.
FullElectionDescription	
ElectionDate	MM/DD/YYYY

RosterName	
CountyName	
LastName	
NameSufix	
FirstName	
MiddleName	
DOB	Date of Birth MM/DD/YYYY
ResHouseNumber	
ResHouseNumberSuffix	
ResStreetPreDirectional	
ResStreetName	
ResStreetType	
ResStreetPostDirectional	
ResUnitType	
ResUnitNumber	
AddressDescription	Residential non-standard address.
PrecinctCode	
PrecinctName	
SchoolDistrictCode	
SchoolDistrictName	
ChallengedText	(blank; N/A)
MustShowIDText	(blank; N/A)
AcceptedBallotText	Displays "A.B." if voter has accepted absentee ballot. Displays "M.B." if voter has accepted mail ballot. Ballot is for the same precinct/school district as is included on the roster.

Reference: SVRS Exports for ePollbook: Type Codes

The Export Type Code appears as the first digit in an SVRS ePollbook export name.

Code	Export
1	Complete roster file with current accepted ballots
2	Roster supplement for voters with ballots accepted after the initial base roster has been created
3	Election Day Registrations with accepted ballots in the precinct

Roster Challenge Notations

Challenges are noted in the roster. A challenged voter record may display up to three challenge reasons. Challenge reasons display in the sort order shown in the table below.

The challenge notation on a roster is formatted as follows:

- Challenged: [(first Challenge Reason) (;second Challenge Reason, if exists) (;third challenge reason, if exists)]

Example:

Challenged: Felony ;Postal Return

Challenge Reason	Sort Order
Citizenship	1
Felony	2
Guardianship	3
Postal Return	4
AB Address	5
Name/Address	6
Unverifiable	7
Name Change	8
Voted Out of Precinct	9
Other	10

Precinct Finder

Report Purpose and Access

The Precinct Finder for Excel report displays street ranges in a selected jurisdiction for the purpose of identifying the precinct, school district, and other districts associated with a specific address in the jurisdiction.

County runs the report in SVRS and provides to vendor for optional use in ePollbook set up.

Report can be used in conjunction with the Polling Place List for Election report to identify the correct polling place for a specific address.

Excel format.

Records Included

Includes all the address ranges in the selected county, jurisdiction, or precinct.

Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION/NOTE
Pre-dir	pre-directional
Street	[street name] [street type]
Post-dir	post-directional
House Range	Within Street Address grouping, display House # Ranges. [House # Lo] to [House # Hi] [House# Suffix]
Unit Range	Displays Unit # Range associated to the House # Range, if any. [Unit # Lo] to [Unit # Hi] [Unit Type]
OEB	Range includes address that are: Odd, Even, or Both
Precinct	[Precinct code] [precinct name]
City	
ZIP Code	
State	State two-letter abbreviation
County	County code
MCD	Municipal code within county
WD	Ward name (if applicable)
SD	[School district code], and [sub-district code] if exists..
Combined Precinct	Based on school district and precinct, system displays the name of the combined precinct, if any.
JD	Judicial District
LG	Legislative District
SN	State Senate District
CG	Congressional District
CM	Commissioner District
PK	Park District
HD	Hospital District
Range ID	Address Range ID.
Total Voters	Number of voter records in the address range.

Precinct Finder with Polling Place

Report Purpose and Access

The Precinct Finder with Polling Places for Excel This report displays polling places specifically designated as a school district polling place. The report displays polling places based on polling place status and polling place assignment.

Excel format.

Records Included

Includes all the address ranges for the selected jurisdiction at the address range level.

Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION
Pre-dir	
Street	[Street Name] [Street Type]
Post-dir	
House Range	[House # Lo] to [House # Hi]
House # Suffix	
Unit Type	
Unit Range	[Unit # Lo] to [Unit # Hi]. Only displays if exists.
Odd/Even	Odd, Even or Both
City	
ZIP	5 digit zip code.
CO	County code
MCD	MCD code
MCD Name	MCD name
WD	Ward name (if applicable)
PCT	Display precinct code.
Precinct Name	
SD	School district code.
Sub SD	School sub-district code.
SD Name	School district name
CG	Congressional District
Sen	State Senate District
Leg	Legislative District
CM	Commissioner District
JD	Judicial District
PK	Park District
HD	Hospital District
Range ID	
Polling Place Type	E.g. "Normal", "Mail Ballot", etc (PollingPlaceTypeDescription)
Polling Place Name	Display polling place that the voter should go to if they live in the precinct and SD identified. Bold font.
Polling Place Street Address	Display polling place that the voter should go to if they live at the precinct/SD identified. [HouseNumber] [HouseNumberSuffix] [PreDirectional] [StreetName] [StreetType] [PostDirectional] [UnitType] [Unit#]
Polling Place City St ZIP	[CityName] [StateCode] [ZipCode]
Polling Place ID	
Election Date	

Precinct Finder and Upcoming Elections

Report Purpose and Access

This report shows address ranges and the corresponding upcoming elections involving the address range. Report does not wait for county users to “mark districts complete”; thus when districts are excluded/included from an election, the output will change.

File export.

Records Included

System includes address ranges involved in active, upcoming elections. Address ranges with multiple upcoming elections will appear on the report multiple times.

Report Fields

System outputs text file (.txt) with the below pipe separated values.

REPORT FIELD	DEFINITION
ProdAddressRangeId	From tb_PROD_ADDRESS_RANGE
OddEvenInd	From tb_PROD_ADDRESS_RANGE
HouseNumberLow	From tb_PROD_ADDRESS_RANGE
HouseNumberHigh	From tb_PROD_ADDRESS_RANGE
HouseNumberSuffix	From tb_PROD_ADDRESS_RANGE
StreetPreDirectional	From tb_PROD_ADDRESS_RANGE
StreetName	From tb_PROD_ADDRESS_RANGE
StreetType	From tb_PROD_ADDRESS_RANGE
StreetPostDirectional	From tb_PROD_ADDRESS_RANGE
UnitType	From tb_PROD_ADDRESS_RANGE
UnitPrefixLow	From tb_PROD_ADDRESS_RANGE
UnitNumberLow	From tb_PROD_ADDRESS_RANGE
UnitPostfixLow	From tb_PROD_ADDRESS_RANGE
UnitPrefixHigh	From tb_PROD_ADDRESS_RANGE
UnitNumberHigh	From tb_PROD_ADDRESS_RANGE
UnitPostfixHigh	From tb_PROD_ADDRESS_RANGE
CityName	From tb_PROD_ADDRESS_RANGE
StateCode	From tb_PROD_ADDRESS_RANGE
ZipCode	From tb_PROD_ADDRESS_RANGE
PrecinctSummaryId	From tb_PROD_ADDRESS_RANGE
CountyId	From tb_PROD_ADDRESS_RANGE
CountyName	County name associated to CountyID
MCDName	MCDName based on precinctsummaryID
PrecinctCode	Precinct code based on precinctsummaryID
PrecinctName	Precinct name based on precinctsummaryID
SDCode	School district code based on precinctsummaryID
SDName	School district name based on precinctsummaryID
SSDCode	School sub-district code based on precinctsummaryID, if any
WD	Ward Name based on precinctsummaryID, if any
CG	Congressional District Code based on precinctsummaryID
SN	Senate District Code based on precinctsummaryID

LG	Legislative District Code based on precinctsummaryID
CM	Commissioner District Code based on precinctsummaryID
JD	Judicial District Code based on precinctsummaryID
PK	Park District Name based on precinctsummaryID, if any
SW	Soil and Water Conservation District Name based on precinctsummaryID, if any
HD	Hospital District Name based on precinctsummaryID, if any
ElectionId	SVRS ElectionID for governing election for the address range/precinctsummaryID on election date identified.
ElectionDate	Election date.
FullElectionDescription	Full election description for governing election for the address range/precinctsummaryID on election date identified.
ElectionType	Election Type
RosterName	Roster name
IsMailBallot	bit; 0 = no, 1 = yes is mail ballot for the election identified

Polling Place List for Election

Report Purpose and Access

The Polling Place List for Election Excel report displays polling places that are associated with a specific upcoming election or multiple elections occurring on a specific upcoming date.

County runs the report in SVRS and provides to vendor for optional use in ePollbook set up.

Report can be used in conjunction with Precinct Finder Report to identify the correct polling place for a specific address.

Excel format.

Records Included

For election selected, or date selected, includes all precincts involved in the election(s) in the jurisdiction selected.

Displays polling places associated to each precinct or combined precinct. If a precinct is also involved in another governing election occurring on the same date, then system will show the precinct under both elections, but will show only the polling place where voters vote on that election day.

If voting will be by mail, then displays the following text instead of a polling place: "For this election, the ballot will be mailed to all registered voters."

Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION/NOTE
Election	Election description.
Precinct	[precinct code]-[precinct name]
Combined Precinct	If SD election using multiple combined precincts, then displays the Combined Precinct that includes the precinct.
Polling Place ID	
Polling Place Name	Displays polling place that the voter should go to if they live in the precinct and SD.
Address	Displays polling place street address. [HouseNumber HouseNumberSuffix StreetPreDirectional StreetName StreetType StreetPostDirectional, UnitType UnitNumber]
City State ZIP	Displays polling place city, state, zip. [CityName], [StateCode] [ZipCode]
Directions	Polling place instructions or directions, if exists.
Type	Description of the type of polling place. (PollingPlaceTypeDescription)
Status	Description of the current status of the polling place to the precinct or combined precinct—permanent or temporary. (PollingPlaceStatusDescription)
CO	County code associated with the precinct.
MCD	Municipal code associated with the precinct in that county [state MCD code].
WD	Ward name, if any.
SD	School district number(s). May append dash and sub-district number.
COM	Commissioner district associated with the precinct.
LEG	Legislative district associated with the precinct.

CG	Congressional district associated with the precinct.
PK	Park district, if any
Mail Ballot Text	If mail ballot precinct or mail election, displays "For this election, the ballot will be mailed to all registered voters."

Rosters in Election for Excel

Report Purpose and Access

The Rosters in Election for Excel report is generated by counties and is intended to be used by ePollbook vendors or ePollbook programmers to identify Roster IDs for a specific election date.

(This report is also used by ballot and voting equipment programming vendors and counties to identify ERS reporting precinct codes and combined-precinct codes.)

Records Included

The report displays all rosters for all elections in the county occurring on the specified election date and displays the rosters to which precinct(s) are assigned based on SVRS roster logic.

Report Fields

The first line of the text file displays field names.

Report Field	Definition/Note
Election Date	YYYYMMDD format
RosterID	
Co	County ID
County Name	
Roster Name	
Verified	Displays "No" if the county has not yet marked districts complete on the SVRS election checklist when district verification is required to finalize rosters. Displays blank if districts have been verified (marked complete) or when verification is not required.
ERS Type	ERS reporting precinct type.
ERS Code	ERS reporting precinct code.
SD	School district code that the roster is <u>limited</u> to, if applicable.
Precinct Codes	Comma separated list of the precinct codes for all precincts included the roster. Excludes precincts that have been removed from the roster because they are being used in another roster for a different election on the same day.
Super Combined Name	If combined precincts are combined across counties, displays the Cross-County Combined Precinct Name.

Rosters Needing Reprint or New File

Report Purpose and Access

The Rosters Needing Reprint or New File excel report is used to inform county users and ePollbook vendors or programmers of changes that affect rosters and Roster IDs.

Counties may generate the report any time after the election has been activated.

For elections that require districts in the election to be confirmed in SVRS (odd year elections and certain special elections), counties should run the report only after the county has already confirmed districts and checked the “Ready to Assign Voters” checkbox on the election.

The report should be run again as needed if roster changes have been made in SVRS.

Records Included

The report displays all Roster ID records in rosters where the Roster ID has changed.

The report displays all Roster ID records where the voter records assigned to the roster have changed.

Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION/Note
Election Description	E.g. 06/11/2013 - SPEC ELECT CITYWIDE RED WING
Log Entry Date	Date and time of the change.
Description	Description of the change.
County ID	County ID associated to the roster, if known. Only displays when voters are assigned to roster.
County Name	County Name associated to the roster, if known. Only displays when voters are assigned to roster.
Roster ID	Roster ID. Only displays when voters are assigned to roster.
Roster Name	Roster name. Only displays when voters are assigned to roster.

Exhibit 2

Ramsey County Acceptance Testing Criteria.

- a. All components of an individual Poll Pad Unit is present
- b. Verification that all components have been delivered and are in undamaged condition
- c. Poll Pad tablet power-up is successful
- d. Perform Poll Pad software application diagnostic test
- e. Test Poll Pad applications are in good working order.
- f. Test of nil peripheral hardware components and connections successful.
- g. Test ePulse connection
- h. Test Poll Pad - ePulse data import-export fuction.

Ramsey County Certificate of Acceptance

The undersigned do hereby certify that the Equipment listed below has been tested and accepted under the criteria specified in the Agreement between KNOWiNK, LLC and Ramsey County.

Poll Pads Units		
Type of Poll Pad Unit	#Units Delivered	#Units Accepted
Leased Units		
Purchased Units		

Ramsey County

CONTRACTOR

Representative: _____
(Printed Name & Title)

Representative: _____
(Printed Name & Title)

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit 3

Confidentiality Agreement Exhibit

1. Voter Registration Information.

The Ramsey County ("County") proposes to disclose voter registration information to KNOWiNK, LLC ("Recipient" and "Contractor"). Minnesota Statute 201.091 classifies some voter registration information as public only for uses related to elections, political activities, or in response to a law enforcement inquiry from a public official. All other voter registration data is classified as private.

2. Recipient's Obligations.

Recipient agrees that the voter registration information is only to be used for the purposes of programing and operating electronic rosters, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the voter registration information received from the County to any other party whatsoever except with the specific prior written authorization of the County. Recipient also agrees to securely destroy the information once the vendor's involvement in the current election cycle is complete.

3. Government Data Practices

The Recipient and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, by either the Recipient or the County.

If the Recipient receives a request to release the data referred to in this clause, the Recipient must immediately notify and consult with the County as to how the Recipient should respond to the request. The Recipient's response to the request shall comply with applicable law.

MASTER SOFTWARE LICENSE, SERVICES, AND LEASE AGREEMENT

This Master Software License, Services and Lease Agreement (the “**Agreement**”) is between Ramsey County (“County” and “**Customer**”), and KNOWiNK, LLC (“**KNOWiNK**” and “**Contractor**”). The parties above shall also be referred to individually, as the “party” and collectively, the “parties”. This Agreement is subject to the terms and conditions of the Professional Services Agreement, PRREL000035 (“PSA”) which is fully incorporated herein. To the extent of any conflict or inconsistency between this Agreement and the terms of the PSA, the PSA shall prevail.

The parties agree as follows:

KNOWiNK shall provide to Customer, Software, Hardware, and Services for electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad® System (the “**System**”). KNOWiNK shall provide license to certain software (the “Software”) from KNOWiNK, to train Customer and/or its designated personnel in the use of the System. KNOWiNK shall provide for purchase, lease, or both of certain hardware (“Hardware” and “Equipment”).

KNOWiNK shall perform such services and the other services described in this Agreement (the “**Services**”) for, **Software**, purchased, and leased Equipment to Customer;

WHEREAS, as Knowink's subcontractor, Command Central, LLC. (“Service Provider”) will perform certain support services (as indicated below or in an attachment or exhibit) under this Agreement;

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

1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and within the attached Customer Pricing File (Attachment A-1, “**Quote**”), which is hereby deemed fully incorporated herein by reference.

2. LICENSE AND SUPPORT; RESTRICTIONS:

- 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 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 **Attachment 2A** 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 Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software.

To the extent Software contains embedded third-party software, such as Apple Inc.'s operating software, third party licenses may apply.

- 2.2. Subject to the terms and conditions of the Professional Services Agreement between KNOWiNK and Ramsey County ("PSA"), and this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**" and "Services") set forth in this Agreement and the applicable Customer Pricing File provided in Attachment A-1 and Attachment B, Command Central Training and Election Day Support Agreement. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected to the extent such errors or defects require the assistance of other individuals or entities.
- 2.3. 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.
- 2.4. The 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.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale and/or lease 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 proprietary property.
- 2.6. All KNOWiNK source code is in escrow with the State of Minnesota.
- 2.7. Subject to the terms and conditions of this Agreement, KNOWiNK or Service Provider will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.
- 2.8. Subject to the terms and conditions of this Agreement, KNOWiNK or Service Provider may, if so elected by Customer within Attachment B, provide Customer

with certain additional pre-election, early voting, voting day, and post-election Services as further described within Attachment B, this includes but is not limited to training, technical support, and software support that must be specifically selected by Customer.

3. LEASE OF EQUIPMENT

3.1. Customer requests that KNOWiNK purchase the Equipment from supplier(s) ("Supplier") or manufacturer(s) ("Manufacturer") and lease the Equipment to Customer on the terms and conditions contained herein (the "Lease"). To the extent the Manufacturer's or Supplier's logo may appear on this Agreement, it is understood that KNOWiNK is a funding source, but is not the Manufacturer or Supplier. The Manufacturer or Supplier may not alter the terms of this Agreement or any Lease or make any promises or arrangements which alter the Customers rights or obligations hereunder

3.2. TERM AND RENT FOR INITIAL EQUIPMENT AS PROVIDED IN PSA and QUOTE:

- a. Equipment: See Attachment A-1 – Customer Pricing File.
- b. Lease Term: This Lease shall commence on the day that Customer executes a Delivery and Acceptance Certificate pursuant to Section 5 of the PSA, with respect to the Equipment and/or confirms its acceptance of the Equipment to KNOWiNK. The initial lease term shall be for thirty-six (36) months ("Initial Lease Term"). Customer shall have the right to renew this Agreement for an additional thirty-six (36) months and receive upgraded hardware (provided the prior hardware is returned in good condition as provided below) ("the Renewal Lease Term"). Equipment will be delivered only after the initial payment.
- c. Lease Payments: Payment by Customer for the Equipment is due to KNOWiNK in accordance with the schedule as agreed between KNOWiNK and Customer. Failure to make payments in accordance with this schedule may result in KNOWiNK removing its Equipment and terminating its Services.
- d. Maintenance: KNOWiNK will provide Software Support Services at no additional charge only upon receipt of the annual lease and annual maintenance payments as set forth above and within the Attachment A-1 - Customer Pricing File.
- e. Upgraded Equipment: Subject to Customer being in good standing under this Agreement, and upon Customer returning all original Equipment from the Initial Lease Term to KNOWiNK in good condition and in working order acceptable to KNOWiNK, KNOWiNK shall provide Customer with upgraded Equipment at the commencement of Year 4 as set forth within the Attachment A-1.
- f. End of Lease: Upon expiration of the Renewal Lease Term, provided Customer is in good standing with all of its Lease Payments, Customer shall have the option to purchase the Equipment set forth in Attachment A-1 at the Fair Market Value. If Customer does not elect to purchase the Equipment, Customer must return all items of Equipment to KNOWiNK in good working condition, normal use wear excluded, with all Software unmodified or tampered. Customer agrees to provide KNOWiNK with written notice of Customer's decision not more than 180 days and not less than 30 days prior to the expiration of the Lease Term. If by proper notice, Customer elects to purchase the Equipment, then upon KNOWiNK's receipt of the Fair Market Value payment and all other sums due hereunder, including the

annual maintenance fee, KNOWiNK shall convey title to the Equipment to Customer free of liens and encumbrances created by KNOWiNK on an AS-IS, WHEREAS-IS basis without warranty.

- 3.3. CUSTOMER'S OBLIGATION TO PAY ALL LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER AND WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOEMR MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE MANUFACTURER.
- 3.4. CUSTOMER MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER, NOR WILL THE CUSTOMER SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR THE EMPLOYEES OF ANY OTHER AGENCY, DEPARTMENT OR POLITICAL SUBDIVISION WITHOUT THE PRIOR WRITTEN CONSENT OF KNOWiNK, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. KNOWiNK may assign any interest in this Agreement or any Lease and in each item of the Equipment and monies to become due to KNOWiNK hereunder, and the new owner will have the same rights and benefits that KNOWiNK now has., The rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against KNOWiNK. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve Customer of any obligations to KNOWiNK under the Lease.
- 3.5. Customer will, at its sole expense, surrender the Equipment then subject to any Lease upon a termination of the Lease, pursuant to the provisions hereof, prior to the expiration of the Lease Term by delivering the Equipment to the KNOWiNK, or its designee, at a location and designated by the KNOWiNK within the Continental United States. In the case of Software, Customer shall destroy all intangible items constituting such Software and deliver to KNOWiNK all tangible items constituting such Software. At KNOWiNK's request, Customer shall also certify in a form acceptable to KNOWiNK that: (i) Customer has complied with the above Software return provisions, (ii) Customer will not use the Software after the expiration or earlier termination of the Lease Term; and (iii) Customer will permit KNOWiNK and/or the Supplier or Manufacturer of the Software to inspect Customer's locations to verify compliance with the terms hereof. The Customer, at its sole expense, will pack or crate the Equipment or its component parts carefully and in accordance with any recommendations of the Manufacturer with respect to similar new Equipment before surrendering the Equipment to the KNOWiNK. When an item of Equipment is surrendered to the KNOWiNK it will be in the condition and repair required to be maintained under this Agreement. If KNOWiNK reasonably determines that an item of Equipment, once it is returned, is not in the good working condition as noted above, KNOWiNK may cause the repair or service of the Equipment to achieve such condition and upon demand, Customer will promptly reimburse KNOWiNK for all amounts reasonably expended in connection with the foregoing. Customer shall remove all confidential information from the Equipment prior to return to KNOWiNK in compliance with all applicable state and federal laws and

- 3.6. Customer is responsible for the risk of loss or destruction of, or damage to the Equipment until the Equipment is returned to KNOWiNK. No such loss or damage will relieve Customer from any obligation under this Agreement or any Lease, which will continue in full force and effect. Customer will promptly notify KNOWiNK in writing of any loss or destruction or damage to the Equipment and Customer will, , (a) repair the Equipment to good condition and working order, or (b) replace the Equipment with identical Equipment in good repair, condition and working order, acceptable to KNOWiNK and transfer clear title to or a right to use, as appropriate, such replacement Equipment to KNOWiNK, whereupon such Equipment will be subject to the Lease and be deemed the Equipment for purposes hereof. All proceeds of insurance received by KNOWiNK as a result of such loss or damage will, where applicable, be applied toward the replacement or repair of the Equipment or the payment of the obligations of Customer hereunder.
- 3.7. During the term of each Lease, Customer will self-insure the Equipment against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. Customer will also self-insure for both personal injury and property damage.
- 3.8. Customer hereby represents, warrants and covenants to KNOWiNK the following with respect to each Lease as of the date Customer executes the Delivery and Acceptance Receipt related thereto: (a) Customer is organized and validly existing under the laws of the state of its organization, with adequate power and capacity to enter into the Lease, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease or the Equipment (hereinafter "Documents") and is duly qualified to do business wherever necessary to carry on its present business; (b) the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (d) the entry into and performance by Customer of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Customer or (ii) result in any breach of or constitute a default under any agreement (other than the Lease or any purchase money security interest retained by any supplier) to which Customer is a party; (e) there are no suits or proceedings pending or threatened against or affecting Customer, which will have a material adverse effect on the ability of Customer to fulfill its obligations under the Lease; (f) the Equipment will be used for business purposes, and not for personal, family or household purposes; (g) Customer will comply with all laws, regulations and orders relating or pertaining to the Equipment, this Agreement or any Lease;; and (h) Customer will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Equipment or KNOWiNK's title thereto, except such liens as may arise through the independent acts or omissions of the KNOWiNK; and Customer, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the Equipment free and clear of any and all such liens.

4. OBLIGATIONS:

- 4.1. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery of Poll Pad units have been made.
- 4.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 4.3. 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.

5. TERM; TERMINATION:

- 5.1. Sections 2.3-2.5, 3, 4, 9, 10, 11 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.

6. PRICING:

- 6.1. Prices for hardware, including the lease of initial Equipment, shall be specified by KNOWiNK in the relevant quotation or proposal including prices for backordered hardware: prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.
- 6.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Attachment A-1**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews in accordance with the terms of the PSA.
- 6.3. Pricing for other Services shall be set forth in the applicable Quote and Attachment B.
- 6.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWiNK is required to pay any tax at time of sale or thereafter, Customer

shall promptly reimburse KNOWiNK therefore.

7. ORDERS:

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation, purchase any Services or lease any products KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement and the PSA.

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), and the terms and conditions of this Agreement. 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; or (d) defined as public government data by the Minnesota Government Data Practices Act pursuant to Minn. Stat. § 13.02, subs. 14 or 15.
- 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 acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. 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).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section and shall be fully responsible for any breach thereof by such personnel.

9. INDEMNIFICATION:

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware, Equipment and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software., less a reasonable offset for use.
- 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; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.

10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. Except for any warranties as expressly set out in the Agreement, KNOWiNK does not make any warranty of any kind concerning the Services, Equipment and/or Software, and hereby disclaims any and all express or implied warranties of any kind. No advice or information, whether oral or written, obtained from KNOWiNK or elsewhere will create any warranty not expressly stated in this Agreement.
- 10.2. Without limitation as to the generality of the foregoing, KNOWiNK does not warrant or otherwise commit that: (a) the Services, or the access thereto or

use thereof, will be available, uninterrupted or error-free; (b) Services will meet Customer's requirements or expectations regarding for example any particular performance or availability criteria; (c) content or data will not be lost or damaged; (d) errors will be corrected or any particular support requests will be resolved to meet Customer's needs. Any reference to "unlimited" access, use, storage or otherwise with respect to the Services is subject to the technical limitations of the relevant functionality, service, feature, product. Subject to and without waiving the disclaimer of warranty set forth herein, the current service level of the Services (measured on a 24-hour 7-days a week basis over the course of 365 days) has an approximate uptime of 99.99% during elections and 99.95 during non-election periods, excluding any applicable maintenance period of sixty (60) minutes or an event of force majeure as set forth within Section 13 below.

- 10.3. KNOWiNK warrants all Software provided hereunder to be free from defects in material or workmanship, 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, under normal use and service for the term of this Agreement. All repair and maintenance 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, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. The Software warranty provided herein shall be provided through the Software Support Services and Professional Services 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.
- 10.4. 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. THIS SECTION 11 CONSTITUTES THE SOLE AND ENTIRE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.5. Customer is solely responsible for any hardware or software purchased from an outsidsource. KNOWiNK will not be liable for such products.

- 10.6. 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.
- 10.7. 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. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER; excluding KNOWiNK's indemnification obligations, claims for personal death/injury, or data breach; SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

Attachment 2A

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:	

	<u>Unit Price</u>	
	WIFI	Cellular
Poll Pad Package with I360 Stand and Receipt Printer	\$1,610.00	\$1,740.00
Poll Pad Package with Flip Stand and Receipt Printer	\$1,695.00	\$1,825.00
PollPad Package No Receipt Printer	\$1,210.00	\$1,340.00

	<u>Unit Price</u>
Poll Pad Software License	\$725.00

BASE POLL PAD HARDWARE

iPad 9ty Gen Wi-Fi 64Gb	\$300.00
iPad 9th Gen Cellular 64 GB	\$430.00
i360 Swivel Stand	\$50.00
Flip Stand	\$135.00
Transport Case 910	\$110.00
Transport Case 920 either Foam Style	\$135.00
Stylus (2)	\$5.00
Shipping	\$20.00

Printers

Receipt Printer	\$375.00
Label Printer	\$525.00

Realtime Connectivity

Greater Than 500 Units	\$ 5,000.00
499 -100 Units	\$ 2,500.00
Less Than 100 Units	\$ 1,000.00

Accessories

Encoders	\$110.00
iSync Drives	\$40.00
Star Micronics Printer Power Supply	\$60.00
Polling Place Power Strip	\$40.00
i360 Sled	\$17.50
i360 ID Tray	\$7.50
i360 Arm & Base	\$25.00
USB-Lightning Cable 18" or 3'	\$10.00
USB-Lightning Cable 9' or 10'	\$15.00
USB Power Adapter	\$10.00
Apple branded 3' USB Lightning Cable	\$20.00
Apple branded USB Power Adapter 2.1a	\$19.00
Microfiber cleaning cloth	\$1.00

Paper

Printer Paper (50 qty. case)	\$135.00
Printer Paper (single roll)	\$3.00
Label Printer Paper, 3" (Case of 12, 6,000 labels per case)	\$250.00
Label Printer Paper 3" (Single roll, 500 labels)	\$24.00
Label Printer Paper, 2" (Case of 12, ? labels per case)	\$150.00
Label Printer Paper 2" (Single roll, ? labels)	\$15.00

Unit Pricing

	<u>Purchase Price</u>	<u>Monthly Pricing</u>	<u>Annual Pricing</u>	Total Cost
		<u>3 Year FMV</u>	<u>3 Year FMV</u>	<u>3 Year FMV</u>
Poll Pad Software License	\$725.00	\$ 23.50	\$ 282.00	\$ 846.00
BASE POLL PAD HARDWARE				
iPad 9ty Gen Wi-Fi 64Gb	\$300.00	\$ 8.25	\$ 99.00	\$ 297.00
iPad 9th Gen Cellular 64 GB	\$430.00	\$ 11.75	\$ 141.00	\$ 423.00
i360 Swivel Stand	\$50.00	\$ 1.65	\$ 19.80	\$ 59.40
Flip Stand	\$135.00	\$ 4.35	\$ 52.20	\$ 156.60
Transport Case 910	\$110.00	\$ 3.55	\$ 42.60	\$ 127.80
Transport Case 920 either Foam Style	\$135.00	\$ 4.35	\$ 52.20	\$ 156.60
Stylus (2ea)	\$5.00	\$ 0.15	\$ 1.80	\$ 5.40
Printers				
Receipt Printer	\$375.00	\$ 10.35	\$ 124.20	\$ 372.60
Label Printer	\$525.00	\$ 14.50	\$ 174.00	\$ 522.00
Accessories				
Encoders	\$110.00	\$ 3.55	\$ 42.60	\$ 127.80
iSync Drives	\$40.00	\$ 1.30	\$ 15.60	\$ 46.80
i360 Sled	\$17.50	\$ 0.60	\$ 7.20	\$ 21.60
i360 ID Tray	\$7.50	\$ 0.25	\$ 3.00	\$ 9.00
i360 Arm & Base	\$25.00	\$ 0.83	\$ 9.90	\$ 29.70

Instead of purchasing the equipment, KNOWiNK would like to offer the ability to lease the equipment from KNOWiNK over a three or four year term and then return the equipment to KNOWiNK and receive the latest version of equipment if you renew the lease for another three or four year period. This will allow you to have the most secured Hardware and Software for your Poll Pads.

Unit Price

Poll Pad Annual Maintenance

\$150.00

Epulse Annual Maintenance for Real-Time Connectivity

Greater Than 500 Units

\$ 1,000.00

499 -100 Units

\$ 500.00

Less Than 100 Units

\$ 200.00

KNOWiNK Care

KNOWiNK Care IPAD Only

\$ 45.00

KNOWiNK Care All Hardware

\$ 75.00

e.g. Screen repair

	<u>Unit Price</u>	<u>Annual Leasing</u>	<u>3 Year Leasing Total</u>
Poll Print Initial License	\$ 1,000.00	#REF!	#REF!
<u>PollPrint Hardware</u>			
iPad 9ty Gen Wi-Fi 64Gb	\$ 300.00	\$ 99.00	\$ 297.00
Transport Case 910	\$ 110.00	\$ 42.60	\$ 127.80
i360 Sled	\$ 17.50	\$ 7.20	\$ 21.60
Connection Package	\$ 250.00	\$ 97.20	\$ 291.60
Printer	\$ 950.00	\$ 367.80	\$ 1,103.40
Cabinet	\$ 1,700.00	\$ 660.00	\$ 1,980.00
Back up Battery	\$ 1,000.00	\$ 330.00	\$ 990.00
Shipping	\$ 200.00		
<u>Disposables</u>			
Toner	\$ 150.00		
Drum	\$ 150.00		
Annual Maintenance	\$ 500.00		

Unit Price

Poll Synchs

Purchase

Poll Synch (1 Thunder Stations)	\$ 8,000.00
Annual Maintenance	\$ 2,000.00
One Day Installation & Training	\$ 2,500.00 per day per person

Lease

3 years lease \$500 per mo.

Includes installation, initial training and annual maintenance

After 3 years, client owns the equipment and pays annual maintenance of \$2,000 or can start new 3-year lease

Pay per Use

Daily Rate per PollSync Unit	\$2,000
Daily Rate per Staff (loading iPads)	\$2,500
Approx No. of iPads per Day per PollSyn	\$ 500

**Annual Maintenance includes one onsite visit (1 Person for 1 day). Additional onsite visits are charged at \$2,500/Day/Person.*

Meraki Access Points

Meraki Access Point Including 3 year	\$ 2,500.00
Meraki 3 year Renewal	\$ 300.00

The initial purchase includes a 3 year software licenense after third year an additional \$300.00 will be invoiced for another 3 year software license

Unit Price

Cradle Points

Cradle point Router 200	\$350.00
Cradle point Router 600	\$650.00
Cradle point Router 900	\$1,500.00

Data Fees

Annual Data Activation	\$	15.00
Data Usage Per Election	\$	30.00

Poll Connect Case	\$	750.00
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The initial purchase includes a 3 year software licenense after third year an additional \$300.00 will be invoiced for another 3 year software license

Still Needs Work

<u>ANNUAL SUBSCRIPTION SERVICE AMOUNT</u>	<u>Baseline/YR</u>	<u>Premium/YR</u>
<u>Number of Registered Voters</u>		
< 500,000	\$ 7,500.00	\$ 12,500.00
500,001 to 1,000,000	\$ 12,000.00	\$ 18,000.00
>1,000,000	\$ 15,000.00	\$ 25,000.00
Statewide	\$ 50,000.00	\$ 75,000.00
Hosting Fee	\$1000/month	\$1000/month
If support is needed for Election	\$2,500/hd/day	\$2,500/hd/day
Any features above Premium		\$225/HR

Baseline Package:

- Integration with Dominion/ES&S/Hart
- Defined Home Page
- Customized Seal
- Precinct Reporting
- Voter Turnout
- Results % only
- Favorite button
- Share Button
- Search function
- Download function

Premium Upgrades:

- Fully Configurable Home Page
- Wallboards
- Mapping Race/Precinct
- Results % and Actual Numbers

KNOWiNK

Election Services

Pre-Election	0-100k voters Min 2 days (\$2,500/hd/day) 1 Staff Min Required	100k-500k voters 3-4 days (\$2,350/hd/day) 2-5 Staff Min Required	500k-1M voters 5-6 days (\$2,250/hd/day) 5-7 Staff Min Required	1M-4M voters 7-8 days (\$2,150/hd/day) 7-15 Staff Min Required	Over 4m voters 9 days or more (\$2,000/hd/day) 15 Staff Min Required
Early Voting	EV Period Min 4 up to 7 days (\$2,500/hd/day) 1 Staff Min Required	EV Period 8-14 days (\$2,350/hd/day) 2-5 Staff Min Required	EV Period 15-21 days (\$2,250/hd/day) 5-7 Staff Min Required	EV Period 22-30 days (\$2,150/hd/day) 7-15 Staff Min Required	EV Period Over 30 days (\$2,000/hd/day) 15 Staff Min Required
Election Day	0-100k voters 1+ day (\$4,000/hd/day) 1 Staff Min Required **Presidential Elections \$5,000**	100k-500k voters 1+ day (\$3,750/hd/day) 2-5 Staff Min Required **Presidential Elections \$5,000**	500k-1M voters 1+ day (\$3,500/hd/day) 5-7 Staff Min Required **Presidential Elections \$5,000**	1M-4M voters 1+ day (\$3,250/hd/day) 7-15 Staff Min Required **Presidential Elections \$5,000**	Over 4m voters 1+ day (\$3,000/hd/day) 15 Staff Min Required **Presidential Elections \$5,000**
Post-Election	PE Period Min 2 up to 3 days (\$2,500/hd/day) 1 Staff Min Required	PE Period Min 4 days (\$2,350/hd/day) 2-5 Staff Min Required	PE Period Min 5 days (\$2,250/hd/day) 5-7 Staff Min Required	PE Period Min 6 days (\$2,150/hd/day) 7-15 Staff Min Required	PE Period 7 or more days (\$2,000/hd/day) 15 Staff Min Required
Bundle Discount	Up to 10%	Up to 10%	Up to 10%	Up to 10%	Up to 10%

Pre-Election (up to 2 weeks long)	Configure Poll Pads for Election Cradle Points configuration Downloading the election data Verifying the Poll Pad is ready for voting
Early Voting (varies by jurisdiction)	Staff on site for EV support
Election Day	Staff on site for Election Day support
Post Election (up to 1 week after)	Uploading election data into ePulse Inventory and storage of Poll Pads and accessories

Unit Price

Base Annual Fee	\$ 48,000.00
Annual Per Poll Pad Surge Charge	\$10.00

Fee for transition

Poll Pad - Training & Election Day Support Options

Train-the-Trainer at Your County - \$1,500 per day

Command Central brings the training to you. Intended for election officials that will be responsible for training Election Judges throughout your county. Classroom-style training with hands-on interaction from start to finish. Includes Poll Pad set up, checking in and registering voters. We'll walk through miscellaneous scenarios that Roster Judges may encounter in a typical Election Day and leading up to it. Training will occur on your county's Poll Pads that we'll work with you to load in advance. We'll leave you with county-tailored presentations and documents for future training with your municipalities.

We suggest three hours per training session (one morning, one afternoon) and a manageable group size (1-2 people per Poll Pad). If desired, we can have a working lunch exploring ePulse with county staff that would be responsible for building elections and monitoring activity on Election Day.

Train-the-Trainer at our St. Cloud Office - \$800 per day

The same content that we'd bring to your county as noted above, plus additional exposure to ePulse. Intended audience is election staff or judges from your county that would be responsible for future training to others. Classroom-style training with hands-on interaction from start to finish. You'll train on our Poll Pads that will be set up and ready to go. We recommend no more than 6-8 attendees for maximum effectiveness.

Dedicated Online Training for Your County - \$250 for 1-hour session

Similar to [Train-the-Trainer at Your County](#) but a viewing-only training offering convenience of tuning in remotely. A recording of the online training will be available for later viewing. Electronic copies of the presentation and handouts will be available after the training session.

Dedicated Election Day Poll Pad Support - \$1,500 per day

We'll have a Command Central employee in your County on Election Day to be available should any Poll Pad issues or questions arise at the county or polling locations. This includes an in-person technician for troubleshooting any issues that may arise.

NOTE: If any of the above services are booked/appointments made, then there is a charge. If someone just calls Command Central for a question or help on something, then we do NOT charge. That is a professional courtesy. You can call and get help!