Tenex Software Solutions, Inc.

PRECINCT CENTRAL ELECTRONIC POLL BOOK CONTRACT

This contract ("Agreement") is entered into by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("TENEX" "Vendor" "CONTRACTOR' or "Company"), and Santa Barbara County, California ("Customer" OR "COUNTY"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by TENEX to COUNTY, and the use of the System (as defined below) by COUNTY, together with related services provided by TENEX to COUNTY, all in accordance with its terms. For convenience, TENEX and COUNTY are sometimes referred to in the Contract Documents as "Parties".

WHEREAS, The COUNTY desires to purchase an Electronic Poll Book Solution, including tablets, licenses and related services and solutions; and

WHEREAS, TENEX's Precinct Central Electronic Poll Book is certified by the Secretary of State for use in California; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, TENEX agrees to license and/or sell and furnish to COUNTY the System (as defined herein), including products and services described in this Agreement to which the parties agree as follows:

1.0 DESIGNATED REPRESENTATIVE

Renee Bischof at phone number (805) 696-8963 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Timothy Vlach at (813) 618-3639 is the authorized representative for TENEX. Changes in designated representative shall be made only after advance written notice to the other party.

2.0 NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY via courier: Renee Bischof, Santa Barbara County Elections, 4440-A Calle Real, Santa Barbara, CA 93110

To COUNTY via USPS: Renee Bischof, Santa Barbara County Elections, PO BOX 61510, Santa Barbara, CA 93160-1510

To TENEX: Ravi Kallem, Tenex Software Solutions, Inc., 5031 W. Laurel Street, Tampa, FL 33607

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3.0 DEFINITIONS

The following definitions will apply:

3.1 System. "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central".
3.2 Customer Data. "Customer Data" means any of the COUNTY's information, documents, or electronic files that are provided to TENEX including Election and/or Voter data.
3.3 Service. "Service" means TENEX's work product necessary for providing electronic check-ins, voter processing and election related functions.
3.4 Support. "Support" means the ongoing services by TENEX to support and maintain the System as defined below.
3.5 Solution. "Solution" means the Precinct Central ePollbook system provided by TENEX, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional.
3.6 Contract Documents. "Contract Documents" means this Agreement, including all exhibits and attachments
3.7 Agreement. "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
3.8 Deliverables. "Deliverables" shall mean any products furnished or services provided by or through TENEX under the Contract Documents.
3.9 CAS. "CAS" or "Custom Application Software" means custom software components of the Solution developed by TENEX and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
3.10 TPS. "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates, and related material. Software developed by entities other than TENEX.
3.11 Software. "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
3.12 Acceptance. "Acceptance" means written acceptance of Deliverables provided by TENEX under the Agreement following successful completion of acceptance testing of the Solution by COUNTY. Payment, progress payments, or partial use of the Solution by the COUNTY shall not constitute acceptance of Deliverables not furnished, implemented, or operating in accordance with the requirements of the Contract Documents.
3.13 Contract Price. "Contract Price" means the maximum price to be paid by COUNTY for all Deliverables to be rendered by or through TENEX under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
3.14 Precinct Central or Purchased Product. "Precinct Central" or "Purchased Product" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make consolidated and individual reports available to the COUNTY. The full features of the software for the purposes of this Agreement and license are outlined in EXHIBIT A, including attachment 1 of this Agreement and in the Contract Documents.
3.15 Warranty Period. "Warranty Period" means the periods following Acceptance by COUNTY as shown in Exhibit B – Post-Implementation Support Cost table and during which TENEX will correct any Defects in the Solution or Deliverables at TENEX's expense.
3.16 Prime Time Hours. "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.
3.17 Major Downtime. "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.
3.18 Training. "Training" shall mean the training provided to administrators and users of the System as provided for in the EXHIBIT A of this Agreement and in Contract Documents**.**
3.19 COTS Software. "COTS Software" shall mean commercially available software that is licensed directly from a third party to COUNTY in its "off the shelf" form.
3.20 Defects. "Defects" shall mean any defect or combination of defects in the System, its Hardware, Software and/or any Deliverables or component of any of the foregoing not being in accordance with the Specifications, the requirements of this Agreement, failing to pass Acceptance; defects which prevent the foregoing from conformance or performing in accordance with the Specifications; any defects to the foregoing which would either result in a user not being able to use the System for its intended use; or produces incorrect or misleading information, erroneously interprets information given, except in those instances where erroneous or corrupted data input by COUNTY is sole cause of such Defects.

3.21 Hardware. "Hardware" shall mean computer hardware, including tablets, and equipment.

3.22 Operate and Maintain/Operation and Maintenance. "Operate and Maintain" and "Operation and Maintenance" shall mean the performance of all tasks necessary to properly operate the Solution and to deliver to users all functionality of the Solution at all times in accordance with the Specifications, excluding free warranty services performed by Tenex or a third-party.

3.23 Specifications. "Specifications" shall mean, collectively, the functional and technical specifications as provided in Exhibit A and accompanying Attachment 1 of this Agreement, as such specifications may be amended from time to time during this Agreement to meet the requirement of election laws and regulations. Specifications include, but are not limited to, the features, functionality and processing capabilities of the Solution and identifying Software and Hardware requirements needed to implement such features, functionality and processing capabilities.

4.0 DELIVERABLES & DEADLINES (SCOPE OF SERVICES)

TENEX shall perform the Services and provide the software ("Software") to COUNTY as shown in **EXHIBIT A – Statement of Work and accompanying Attachment 1** attached hereto and incorporated by reference, according to a Project Schedule to be outlined at the outset of the project.

TENEX will implement the Precinct Central electronic poll book solution ("Solution") for the COUNTY. Precinct Central is an electronic poll book solution that runs on an iPad and provides functionality for checking-in voters at the polls. The Solution provides powerful tools for verifying voter eligibility to vote during an election, allowing the voter to sign for a ballot, poll worker payroll tracking, ballot inventory tracking, and more. The Software consists of webhosting and storage provided on Amazon Cloud Server, remote support during implementation, remote training for administrative staff (20 hours included), and a solution for verifying voter eligibility and checking them in during an election. The Hardware included with the system depends on the configuration of the COUNTY and usually consists of: Enterprise locked iPad, TENEX proprietary Flip & Share stand, wireless receipt printer, and carrying case for all equipment.

Any delays in TENEX's performance caused by COUNTY third parties shall not constitute a breach of this Agreement by TENEX. Any delays in COUNTY's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by COUNTY.

5.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

5.1 Use Rights

During the term and subject to the terms of this Agreement, TENEX hereby grants to COUNTY a non-exclusive, non-transferable, non-sublicensable right to permit COUNTY's users to use the Solution, its components, documentation and training materials for COUNTY's business purposes.

5.2 License and Use Restrictions

COUNTY shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its components; (ii) modify, create derivative works based upon, or translate the System or its components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of COUNTY nor shall COUNTY attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. COUNTY acknowledges and agrees that TENEX shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations, or other information provided by COUNTY.

5.3 Customer Data

COUNTY owns all right, title, and interest in the Customer Data. COUNTY hereby grants to TENEX, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for the purposes of the COUNTY's use of the System. TENEX shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

5.4 Security
COUNTY is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its users' compliance with the terms of this Agreement. TENEX will act as though any electronic communications it receives under COUNTY's usernames have been sent by COUNTY. COUNTY will immediately notify TENEX if it becomes aware of any loss or theft or unauthorized use of any COUNTY's passwords or usernames. TENEX has the right at any time to terminate or suspend access to any COUNTY if TENEX believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or TENEX's network.

All performance under this Agreement, shall be in accordance with the COUNTY's security requirements, policies, and procedures. TENEX shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to COUNTY systems accessed in the performance of services in this Agreement.

The COUNTY agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

6.0 SUPPORT

6.1 Updates
TENEX shall deliver updates to the System that apply to the COUNTY's current edition at no additional charge. Only those updates that apply to the COUNTY's current edition will be delivered automatically to the COUNTY at no additional charge.

6.2 Error Correction
TENEX shall use commercially reasonable efforts to correct all errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during TENEX's normal business hours. COUNTY shall provide such access, information, and support as TENEX may reasonably require in the process of resolving any Error.

6.3 Support Exclusions
TENEX is not obligated to correct any errors or provide any other support to the extent such errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the COUNTY, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of COUNTY's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of TENEX's firewall.

7.0 OWNERSHIP OF PURCHASED PRODUCTS

7.1 Warranties
TENEX warrants and represents that it is, and on the date of the delivery of the Purchased Product shall be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which COUNTY is a party or by which it is bound.

7.2 Deliverables
Title to all other Deliverables, such as training documentation and excluding Hardware**,** to be provided to COUNTY by or through TENEX as a part of this Agreement shall remain sole property of TENEX and should not be distributed, shared, or shown to any other party without written explicit permission from an authorized TENEX employee.

8.0 COMPENSATION OF CONTRACTOR
In full consideration for TENEX's services, TENEX shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

9.0 INTELLECTUAL PROPERTY

9.1 Intellectual Property Ownership

TENEX Software Solutions, Inc. owns the entire copyright, title, and interest in the following content ("Content"):

- All information regarding Precinct Central and Precinct Central software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.

- All training materials and documentation provided to the COUNTY.

COUNTY will secure all necessary rights to copyright, trademark, or other intellectual property to any materials it submits to TENEX for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with TENEX. Prior agreements for other products will not be affected by this Agreement.

9.2 Warranty and Intellectual Property Indemnity

TENEX warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

TENEX at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Deliverables provided by TENEX hereunder infringe upon intellectual or other proprietary rights of a third party, and TENEX shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by TENEX in connection with any such claims. This Warranty and Intellectual Property Indemnity provision shall survive expiration or termination of this Agreement.

9.3 Permitted Uses

TENEX grants to the COUNTY a non-exclusive license to use the Precinct Central Solution at their polling locations for verifying voter eligibility and checking in voters for an election event. COUNTY agrees to protect the intellectual and confidential property of TENEX unless TENEX provides a written waiver for the terms of this requirement.

10.0 TERM

TENEX shall commence performance on Effective Date and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY to renew or unless earlier terminated. COUNTY shall have the option to renew this Agreement for Tenex to provide the same services at the same cost and terms for two additional one-year periods, ending June 30, 2027 and June 30, 2028, respectively.

11.0 INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed that TENEX (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which TENEX shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that TENEX is performing its obligations in accordance with the terms and conditions hereof. TENEX understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. TENEX shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, TENEX shall be solely responsible and save COUNTY harmless from all matters relating to payment of TENEX's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, TENEX may be providing services to others unrelated to the COUNTY or to this Agreement.

This Agreement does not create a partnership relationship. Neither TENEX nor COUNTY has authority to enter into contracts on the other's behalf.

12.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

12.1 Non-Solicitation

During, and for a period of one year after termination of this Agreement, COUNTY agrees not to solicit or recruit TENEX 's employees, contractors, or freelancers of which COUNTY becomes aware as a result of TENEX's services for COUNTY.

12.2 Confidential Information

TENEX and COUNTY agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. TENEX and COUNTY shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, COUNTY lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by TENEX Software Solutions, Inc. or by COUNTY; and any information marked "Proprietary" or "Confidential." TENEX acknowledges and agrees that COUNTY is subject to the California Public Records Act and the Brown Act, and this Agreement is not confidential.

13.0 WARRANTIES & REPRESENTATIONS

13.1 General Warranties

TENEX warrants that it is able to complete the Services in a professional and timely manner; that any Deliverables shall be original, or all necessary permissions and releases obtained and paid for; and that any Deliverables shall not contain any false, misleading, libelous, or unlawful matter.

COUNTY warrants that any material given by COUNTY to TENEX for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous, or unlawful matter.

13.2 Hardware and COTS Software

At the time TENEX delivers the CAS to COUNTY, TENEX shall furnish to COUNTY complete and accurate copies of all manufacturer warranties for each item of Hardware and COTS Software or third-party licensed Software to be delivered by TENEX to COUNTY hereunder, together with a complete and accurate copy of the license agreement for such COTS Software or other third-party licensed Software. Effective as of the date of Acceptance of any Deliverable incorporating COTS or third-party licensed Software, TENEX assigns to COUNTY, and agrees, during the term of the manufacturer's warranties for such Hardware, COTS Software and third-party licensed Software, as applicable, to assist COUNTY in asserting the manufacturer warranties for such Hardware, COTS Software and/or third-party licensed Software delivered by TENEX to COUNTY hereunder.

13.3 Custom Software And Contractor Software

TENEX warrants and represents that the Solution, including all Hardware and Software, will perform in accordance with the requirements of this Agreement and Specifications from the date of Acceptance thereof until the expiration of this Agreement.

13.4 Modules And Electronic Pollbook System

TENEX warrants and represents that the Solution shall perform in accordance with the requirements of this Agreement and the Specifications from the date of Acceptance thereof until the expiration of this Agreement.

13.5 Capacity Of Electronic Poll Book System

TENEX warrants and represents that the capacity of the Solution will be such that it will satisfy one hundred percent (100%) of the capacity demands of COUNTY, in accordance with the Specifications.

13.6 Electronic Poll Book Security

TENEX warrants and represents that security shall be in place to prevent unauthorized access and all elements of security will perform in accordance with the Specifications as outlined in the Security section of TENEX's Bid Response incorporated by reference, from the date of Acceptance of the Solution through the expiration of the Agreement.

13.7 Continuous Service

Notwithstanding anything in this Agreement to the contrary, TENEX covenants to COUNTY that the Solution shall comply with all election laws and regulations for the Term, including TENEX bringing, at no additional cost to the COUNTY, the Solution into and maintaining compliance with the directives issued by the Secretary of State, by the deadline imposed by the Secretary of State, all at no additional cost to COUNTY.

13.8 Training

From the date of Acceptance of any Training through the expiration of one (1) year following Acceptance of all Training with respect to the Solution, TENEX warrants and represents that the COUNTY administrator trainees will be adequately trained to be able to properly and efficiently operate and maintain the Solution without support from TENEX, or any third party, or any other county personnel.

13.9 Compliance With Laws, Regulations And Policies

TENEX warrants and represents that it shall at all times in the performance of its obligations hereunder comply with all then applicable laws and regulations, as well as any and all then applicable COUNTY standards, policies and regulations including all applicable information technology policies.

13.10 Performance And Price

TENEX warrants and represents that it is capable in all respects of providing and shall provide all Services, Hardware, and Deliverables in accordance with the requirements of this Agreement. TENEX further warrants and represents that: (i) all Services, Hardware and Deliverables provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest standards of quality and integrity and shall meet the performance standards required under this Agreement; and, (ii) no amendment to this Agreement or additional cost or expense payable by COUNTY shall be necessary in order for TENEX to be able to provide all Services, Hardware and Deliverables in accordance with the requirements of this Agreement.

13.11 Exclusions

TENEX shall not be liable for breach of warranty under this Article 13:

13.11.1 to the extent that any modification to a Deliverable made by COUNTY, after the date of Acceptance for the Solution, was the direct cause of the defect; and/or

13.11.2 where the Defect is solely and directly attributable to COUNTY's misuse of a Deliverable.

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE WARRANTIES SET FORTH IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIED, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.12 Remedies For Breach Of Warranty

TENEX shall, at no cost to COUNTY, remedy all defects and failures of any Deliverable or Services to conform to a warranty so that the Solution, Training, Services and Deliverables and all components thereof conform to and meet all requirements of the Specifications, and otherwise conform with the warranty. COUNTY shall make a claim for breach of warranty by providing written notice thereof to TENEX during the applicable Warranty Period. If a claim for breach of warranty is made prior to expiration of the applicable Warranty Period, TENEX shall complete the remedy of the defect or failure even if the work required to complete the remedy extends beyond the expiration of the applicable
Warranty Period. In addition to its other warranty obligations, TENEX agrees to provide at TENEX's expense support (including telephone and on-site support) in the event of any warranty nonconformance until the nonconformance has been remedied. TENEX will be responsible for diagnosing the cause of the warranty nonconformance and either correcting such nonconformance itself or, in the case of a breach of the warranties described in Section 13.2 above, arranging for the correction of such nonconformance by the appropriate third-party supplier or subcontractor whose Hardware or Software is incorporated into the Solution, at no charge to COUNTY.

13.13 Interpretation

COUNTY may enforce any or all of the warranties set forth in this Agreement, and no warranty shall be interpreted as limiting the scope or effect of any other warranty or remedy.

14.0 LIABILITY

14.1 Total Liability

In no event shall TENEX's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by TENEX under this Agreement. In no event will TENEX be liable to COUNTY or any third party for any special, incidental, or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not TENEX has been advised of the possibility of such damage.

15.0 STANDARD OF PERFORMANCE

TENEX represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, TENEX shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which TENEX is engaged. All products of whatsoever nature, which TENEX delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in TENEX 's profession. TENEX shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by TENEX without additional compensation.

16.0 DEBARMENT AND SUSPENSION

TENEX certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. TENEX certifies that it shall not contract with a subcontractor that is so debarred or suspended.

17.0 TAXES

TENEX shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on TENEX's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, TENEX agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

18.0 CONFLICT OF INTEREST

TENEX covenants that TENEX presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. TENEX further covenants that in the performance of this Agreement, no person having any such interest shall be employed by TENEX. TENEX must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by TENEX if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to TENEX in writing.

19.0 NO PUBLICITY OR ENDORSEMENT

TENEX shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. TENEX shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing TENEX. TENEX shall not in any way contract on behalf of or in the name of COUNTY. TENEX shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

20.0 COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for TENEX's use in connection with the services shall remain COUNTY's property, and TENEX shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. TENEX may use such items only in connection with providing the services. TENEX shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

21.0 RECORDS, AUDIT, AND REVIEW

TENEX shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of TENEX's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during TENEX's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), TENEX shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). TENEX shall participate in any audits and reviews, whether by COUNTY or the State.

22.0 INDEMNIFICATION AND INSURANCE

TENEX agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

23.0 NONDISCRIMINATION

COUNTY hereby notifies TENEX that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and TENEX agrees to comply with said ordinance.

24.0 NONEXCLUSIVE AGREEMENT

TENEX understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by TENEX as the COUNTY desires.

25.0 NON-ASSIGNMENT

TENEX shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

26.0 TERMINATION

A. By COUNTY. COUNTY may, by written notice to TENEX, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of TENEX to fulfill the obligations herein.

1. **For Convenience**. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, TENEX shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify TENEX of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period.

Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause**. Should TENEX default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, TENEX shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by TENEX, unless the notice directs otherwise.

B. By TENEX. Should COUNTY fail to pay TENEX all or any part of the payment set forth in EXHIBIT B, TENEX may, at TENEX's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, TENEX shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by TENEX in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit TENEX to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay TENEX for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall TENEX be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. TENEX shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by TENEX. In the event of a dispute as to the reasonable value of the services rendered by TENEX, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

27.0 SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

28.0 SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29.0 REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

30.0 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

31.0 NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

32.0 ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

33.0 SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

34.0 COMPLIANCE WITH LAW

TENEX shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of TENEX in any action or proceeding against TENEX, whether COUNTY is a party thereto or not, that TENEX has violated any such ordinance or statute, shall be conclusive of that fact as between TENEX and COUNTY.

35.0 CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

36.0 EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

37.0 AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, TENEX hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which TENEX is obligated, which breach would have a material effect hereon.

38.0 SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

39.0 PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **TENEX Software Solutions, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Clerk, Recorder and Assessor

By: Joseph E. Holland
Department Head

CONTRACTOR:

Tenex Software Solutions, Inc.

By: Ravi Kallem
Authorized Representative

Name: Ravi Kallem

Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Anne Rierson
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Robert W. Geis
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: Greg Milligan
Risk Management

EXHIBIT A - STATEMENT OF WORK

1. Overview

This Statement of Work, including Attachment 1, outlines the expectations of each Party and defines the project-specific activities, deliverables and timelines for the delivery and implementation of the Solution as well as outlines the support provided in the post-implementation period. The Implementation Phase begins once the COUNTY takes delivery of any components of the Solution and ends upon certification of the Election using the full Solution ("Implementation Phase"). The post-implementation period and support will commence after certification of the first Election using the System and continue through the term of the Agreement ("Post-Implementation Period").

2. Precinct Central Product Description

Precinct Central is a comprehensive electronic poll book solution. The software runs on the iPad hardware platform and requires no other peripherals for driver license scanning and signature capture. The three modules of Precinct Central are described below.

Precinct Central Touchpad (iPad App)
The Precinct Central Touchpad is the election worker interfacing application that runs on the iPad. The primary function on this module is to facilitate the voter check-in, handle advanced check-in scenarios, such as address changes and provisional voting. The following items describe the features of this module.
Run in early voting and election day modes
Voter lookup by scanning a driver license or state issued identification card

- Voter lookup using advanced search features
- Voter lookup using bar-code enabled voter information card or sample ballot
- Searching of state-wide voter registration systems (where available)
- Verifying voter eligibility based on election specific criteria
- Identifying voters that need assistance in voting
- Identifying voters with Vote by Mail ballots requests (returned or just requested)
- Identifying voters with any other special circumstances through comments
- Voter electronic signature capture
- Verify current voter signature with the signature on file (where available)
- Identifying ballot type and ballot style
- Validating ballot style issued by scanning a pre-printed ballot stub
- Issuing and tracking of provisional ballots
- Ability to issue a manual provisional when needed in unique situations (such, as a challenge to voter eligibility)
- Issuing a provisional in a voter not found situation – allowing complete entry of all relevant information when a voter is not found, identifying the correct ballot style, and issuing a provisional
- Allowing and tracking spoiled ballot information
- Allowing onsite address changes for voters moving within the county

- Allowing onsite address changes for voters moving from other counties
- Ballot-on Demand interface for early voting (if applicable)
- Address lookup for precinct verification and directions
- Tracking voters transferred to correct voting location, with any address changes completed
- Reporting of totals by device and location – including totals by provisional and spoiled ballots
- Reporting of all check-ins on the device or at the location, with various filters
- Printing a voter check-in slip complete voter details and ballot style information
- Printing of voter transfer slip for voters transferred to correct voting location
- Printing of list of voters checked in directly from the iPad – for purposes of posting
- Printing of check-in totals at the beginning of day.
- Printing of check-in totals at the end of the day.
- Side-ways communication for in-precinct communications.

Precinct Central Console

The Precinct Central Console is the IT and Management staff interfacing application that allows Touchpads to be controlled and monitored. The primary function on this module is to aggregate voter check-ins, act as the central repository for databases and perform command and control functions. The following items describe the features of this module.

- Device registration and activation
- Device monitoring when idle and non-operational
- Monitoring views of all iPads allowing real-time tracking of any issues
- Reports for voter check-in activity including information on provisional ballots and spoiled ballots
- Auditing views with information on processing times, user activity, and statistics
- Heartbeat monitoring with information on battery status, user status and data status
- Setup and configure data for election
- Pre-election over the air data package loading
- Post-election over the air data package unloading
- Poll worker payroll module

Precinct Central Data Studio

The PC Data Studio module is designed to run at the client site managing the data transfers and providing near real-time updates to Precinct Central for Early Voting and Absentee changes. The following items describe the features of this module.

- Data conversion for level-0 data load into Precinct Central
- Real-time / batch data updates from voter registration system for address changes, name changes, status changes, Vote by mail ballot status changes
- Real-time / batch update to voter registration system for voting history and absentee changes
- Real-time / batch cancellation of Vote by Mail ballots (mailed or requested)
- All check-in information updated to central server
- All check-in information distributed down to each iPad in real-time from central server

- Voter credit

3. Pricing and Deliverables Summary

All software and hardware components covered under this Agreement and listed in this Section 3 Pricing and Deliverables Summary are part of Tenex's Precinct Central Product which meets all requirements of the State of California law, rules and regulations that addresses Electronic Pollbooks (Electronic Rosters). All pricing in U.S. Dollars.

Product Description	Quantity	Unit Price	Total	Initial Purchase	Annual Cost
Hardware - 8th Generation iPad (10.2" touchscreen, 32 GB, charging block & 3' lightning cable)	300	$ 329.00	$ 98,700.00	$ 98,700.00	
Hardware - Flip & Share Stand with stylus & cleaning cloth	200	$ 100.00	$ 20,000.00	$ 20,000.00	
Hardware - Handheld Case with Shoulder Strap	100	$ 50.00	$ 5,000.00	$ 5,000.00	
Hardware - 10' Apple Certified Lightning Cable	300	$ 18.00	$ 5,400.00	$ 5,400.00	
Hardware - Epson TM-M30 Bluetood Thermal Printer	200	$ 300.00	$ 60,000.00	$ 60,000.00	
Hardware - Epson TM-P80 Bluetood Mobile Printer	100	$ 400.00	$ 40,000.00	$ 40,000.00	
Hardware - Epson TM-L90 Wireless Thermal Lable Printer	100	$ 575.00	$ 57,500.00	$ 57,500.00	
Hardware - Large Carrying Cases & Tags (holds: 2 Touchpads, 2 Epson printers, cords and accessories)	100	$ 150.00	$ 15,000.00	$ 15,000.00	
Hardware - Large Carrying Cases & Tags (holds: 1 Touchpads, 2 Epson printers, cords and accessories)	100	$ 150.00	$ 15,000.00	$ 15,000.00	
Hardware - Large iPad Charging Cart (holds 75 Touchpads)	4	$ 1,500.00	$ 6,000.00	$ 6,000.00	
Hardware - Portable iPad Power Bank	100	$ 32.00	$ 3,200.00	$ 3,200.00	
Hardware - Touchpad Color Coding Stickers for connectivity	300	$ 15.00	$ 4,500.00	$ 4,500.00	
Service - Shipping and Configuration	300	$ 40.00	$ 12,000.00	$ 12,000.00	
Service-Apple DEP/Cisco MDM Registration & Mananagment	300	Included	Included	Included	
Service - Online Train-the-Trainer	1	Included	Included	Included	
Service- Custom Poll Worker Guide (digital version)	1	Included	Included	Included	
Service- Onsite Training or Support (per day)	3	$ 2,800.00	$ 8,400.00	$ 8,400.00	
Software License and Support/Maintenance Fees					
Software - Precinct Central Software License (Includes: Touchpad, Console & Data Studio)	300	$ 525.00	$157,500.00	$157,500	
Software - Annual Precinct Central Software License and Support/Maintenance Fee (per year, after year 1)	125	$ 125.00			$37,500
Service-Apple DEP/Cisco MDM Registration & Mananagment	300	Included	Included		$ -
Total Costs:				**$508,200.00**	**$37,500**

4. Services to be Provided

The Electronic Poll Book system ("Solution") shall comply with the California Elections Code and Regulations and shall be certified by the Secretary of State of California at the time of this Agreement.

Tenex will participate in all implementation aspects including system development, delivery, installation, software and hardware upgrades, training, and testing.

The Implementation Phase can be divided into five broad phases defined as:

- **Planning, Analysis, and Design**: The County and Tenex teams will gather all detailed information and will create an agreed upon project plan for the requirements of the software, setup of the hardware, training, and testing.
- **Hardware / Infrastructure Setup and Delivery**: In this phase all hardware will be procured and configured based on the County guidelines and the data loading and monitoring infrastructures setup.
- **Training**: Training will be conducted with a series of on-site and online training sessions. The training plan provides additional details on the proposed training methodology.
- **Acceptance Testing:** Acceptance testing will be completed to ensure all environments are properly configured.
- **Final Rollout and Support:** Tenex will provide support for the rollout of the Solution. The specific support requirements and roles will be discussed during project planning. Tenex supports all customers during pre-election, during election, and post-election activities with extended operating hours as well as onsite support as needed.

PROJECT DELIVERABLES AND MILESTONES

Project deliverables and milestones will be guided by the five broad project phases defined above. The first three phases of the project will have overlaps in deliverables and will be ongoing simultaneously for several tasks. The milestones and deliverables are detailed below for each phase of the project.

Planning, Analysis, and Design	*Milestone:* Complete hardware requirements planning for all precincts Hardware will be the first planning item. There is a lead-time for equipment and this activity will allow completing equipment procurement. *Milestone:* Complete Touchpad and Console default setup/messages with County requirements The Tenex and County teams will analyze the current messages, workflows, artwork, etc. of the Touchpad software and determine if there are updated that must be done as desired by the County. *Milestone:* Software requirements gap analysis and design

While the Precinct Central software meets the expected requirements of this Agreement, Tenex understands that there may be incremental requirement changes and additions that may arise later. Tenex and the County will conduct requirements gap analysis and design agreed upon components.

Milestone: Complete data mapping and data import / export requirements

The Tenex and the County teams will analyze the requirements for data exchange between Precinct Central and the voter registration system and prepare a data handling requirements document.

Milestone: Complete training requirements and expected schedules

The Tenex and County teams will analyze the requirements for the types of training sessions to be completed and the types of training documentation to be created and/or updated.

Hardware/ Infrastructure Setup and Delivery

Milestone: Procure all hardware

Tenex will place orders for all hardware required for the implementation and make delivery and receiving schedules of equipment to the Tenex central warehouse.

Milestone: Configure hardware

Tenex will assist with SAT (site acceptance testing) on all equipment to ensure all equipment is working correctly. Tenex will configure the hardware with all required settings, restrictions, and artwork requirements. This will take place at the Tenex central warehouse location.

Milestone: Deliver hardware

The hardware will be delivered completely configured to the county office.

Milestone: Prepare central monitoring environments for the County

The Precinct Central server environments will be setup for the County and all of the precincts. This is the backend data management and monitoring environment that will be available through the Precinct Central Console.

Training

Milestone: Training the County office technology staff and key personnel and stakeholders

The Tenex team will train the County staff onsite in the complete operations of the Precinct Central system.

Milestone: Prepare printed and online training coursework and materials as agreed upon

The Tenex and County teams will design classroom curriculum for online and onsite training sessions. The Tenex and County teams will prepare training documentation including quick guides, training manuals, and online documentation according to the plan.

Milestone: Train all County election office staff – Getting Started

Complete online training sessions that will familiarize the staff for all precincts with the basic operations of Precinct Central and prepare them for what to expect in the implementation.

Milestone: Train County election office staff – Train-the-Trainer

Complete the planned six in-person training sessions that will provide in-depth instruction for individuals that will be training poll workers at the county.

Milestone: Train County election office staff – Advanced Functionalities

	Complete online training sessions for training counties on the advanced functionalities available in Precinct Central, including data loading, monitoring, and post-election processing.
Acceptance Testing	*Milestone:* Hardware acceptance test The County will be able to ensure that all equipment planned for is delivered and is in working order. *Milestone:* Software acceptance testing The County will have the opportunity to examine the default workflow and messages and customize any options that may be specific to the processing at the County.
Final Rollout and Support	*Milestone:* Refresher training Tenex will provide refresher training on an as needed basis for the County and individual office staff. *Milestone:* Pre-election support Tenex will provide assistance and support in data loading and validation activities. *Milestone:* election support Tenex will provide election day support as agreed upon by Tenex and the County. *Milestone:* Post-election support Tenex will provide support for data reconciliation, export and archiving.

TRAINING ROLES & RESPONSIBILITIES

Each organization will assume certain responsibilities in the overall training plan design and implementation. Tenex's primary role will be to:

- Provide an overall training strategy with a plan based on roles of the organization and timeline of election activities
- Conduct training sessions for all administrative users ensuring they receive the appropriate level of training to setup and use the system modules
- Provide training manuals including online guides and printed materials
- Provide online training materials, videos, documents and manuals for individuals who desire additional training and for those individuals who cannot make it to a training

Tenex will work directly with key individuals from the County every step of the way to ensure a successful and guided training program. While Tenex will have a prominent role in the overall training program, there are certain roles and responsibilities that will rest with the county and individual staff.

The County of Santa Barbara primary responsibility will be to:

- Work with Tenex to facilitate a training schedule of classes and monitor attendance/effectiveness

- Provide very high-level management guidance and circulate feedback from venues/meetings that stakeholders might provide
- Prepare county specific poll worker training documentation using the Tenex templates for future elections
- Ensure all trainers and administrators attend the training
- Evaluate the poll worker comfort and understanding of the solution post training

Onsite Training Sessions (instructor led):
Onsite training will be provided for staff.

Online Training Sessions (instructor led):
The use of online training sessions is critical in a large-scale implementation such as this one. Online sessions will allow the team to conduct smaller, more frequent, and more on-demand training sessions. Online sessions will also allow for additional training for those offices that require additional training or a deeper understanding of advanced system functionalities. These sessions could also be used to refresh training for poll workers to bolster training received in a class room (if needed).

Help Desk:
In addition to in-person seminars/training, a help desk will be available throughout the program timeline to answer any additional question that may arise.

Staff Training:
This step consists of introducing the key staff members to the ePollbook implementation project, review the terminology used in the project, review the timelines and provide an introduction of the Touchpad hardware and software, the salient features and a gentle introduction about what to expect as part of the transition to electronic check-in process. This step is aimed at building consensus and ownership and is expected to provide answers to most frequently asked questions by the staff. As part of this effort, Tenex expects to conduct many online webinars and as many in-person meetings as possible.

Refresher Training:
This part of user training is a series of online sessions that will be conducted periodically based on the need. By this time, each county will have had Precinct Central Console environment to log into and Touchpads delivered, so questions about the usage of the system and refresher training on use of backend management functions of the system are met with these tools and courses. In these sessions, the counties will (re)learn key topics such as how to monitor Precinct Central, how to export reports post-election etc. Tenex will publish a schedule for individual sessions based on different topics allowing counties to spread the training across multiple days in shorter focused sessions.

Evaluate – In every training program, it is important to evaluate and understand the effectiveness of the training and identify any gaps in the fulfillment of objectives. Tenex intends to collect feedback on the effectiveness of the training program as well as any additional steps that may need to be taken before election day to ensure that all poll workers, staff and employees have all the tools necessary for an effective and successful rollout. Some activities that will be conducted are:

- Conducting trainee surveys to receive program feedback
- Evaluating the effectiveness and use of online resources
- Identifying those individuals who missed training or require additional training

DELIVERABLES

Deliverable #1: **Equipment Procurement & Delivery Plan**
Tenex will provide documentation outlining hardware and quantities to be procured as part of the project with estimated delivery dates. This document shall be signed off by county staff before equipment is ordered.

Deliverable #2: **System Functionality Sign-Off**
Tenex will conduct web-based review with Santa Barbara County stakeholders to review current functionality and potential enhancements requested by the County that may require development. Tenex will review such requests and commit to providing a plan that outlines development, testing, and implementation plans for acceptance change requests. Once the system has been configured to meet County standards (will require multiple collaborative reviews), Tenex will provide a system sign-off readiness agreement for the County to review and provide electronic, formal acceptance of the system.

Deliverable #3: **Data File Requirements and Recommendations Document**
Tenex will provide a document outlining the data needs of the various system functionalities. Santa Barbara County is responsible for providing the data needed to use the requested system features. Tenex will conduct a meeting with Santa Barbara County stakeholders to review the data loaded and its validity.

Deliverable #4: **System Workflow Sign-Off**
Tenex will conduct web-based review with Santa Barbara County stakeholders to review system processes, messages, print formatters and workflows. Once the system has been configured to meet county standards, Tenex will provide a system sign-off readiness agreement for the county to review and provide electronic, formal acceptance of the system.

Deliverable #5: **Training Schedule and Agenda**
Tenex will collaboratively develop and agree on a training schedule and agenda for the required trainings. A training plan outlining the schedule and agenda will be provided to the county for sign-off.

Deliverable #6: **Execute Acceptance Testing Plan**
County will acceptance test all received hardware using the plan signed-off on in Milestone #7. County will confirm hardware meets acceptance testing requirements post-test and report any deficiencies to be remedied by Tenex.

Deliverable #7: **County Provided Precinct Central Access**
County will be provided with a login to their unique Precinct Central environment. County will sign-off on access to the system.

Deliverable #8: **Training Documentation Delivered**
County will sign-off on received training documentation.

Deliverable #9: **On-Site Training Completed**
Tenex will conduct on-site training as decided upon in the training schedule in Milestone #5. County will sign-off on completed training.

Deliverable #10: **Online Training Completed**
Tenex will conduct online training as decided upon in the training schedule in Milestone #5. County will sign-off on completed training.

Deliverable #11: **Election Equipment Validation**
County will conduct testing on one unit for election readiness and will verify all relevant data statistics and scenarios along with validating data validity. County will use reports provided from Precinct Central Console to validate the equipment is properly configured and data statistics are correct.

Deliverable #12: **Training Sessions Scheduled and Completed**
Tenex will complete refresher trainings as deemed necessary by County staff.

Deliverable #13: **Election Completed**
The County accomplishes a successful use of Precinct Central Touchpads in the election.

Deliverable #14: **Election Debrief Meeting Completed**
Tenex will conduct a post-election debrief and election analysis meeting with the County. This meeting will be to review the election, best practices, and lessons learned with an eye towards further election preparation.

PROJECT MANAGEMENT

TENEX will commit a project manager ("Tenex Project Manager") as its representative (as further described below) through the Implementation Phase.

The Tenex Project Manager shall communicate with COUNTY regarding the status of information, milestones, procedures, and progress on the tasks as set out in this Agreement. The Tenex Project Manager will also advise the COUNTY upon the occurrence of any event requiring a material change in such plans to discuss obtaining the COUNTY's written consent to any such material changes.

a. The Tenex Project Manager will be responsible for arranging all meetings, visits, and consultations between the parties and for all administrative matters such as invoices, payments, and amendments.
b. The Tenex Project Manager shall have the requisite skills and experience to provide the services required for the implementation including, without limitation: complete knowledge of election technology, elections support services, project management, excellent verbal and written communication skills, strong organizational skills to include multi-tasking and time management skills, and the ability to manage detail-oriented projects with fixed deadlines.
c. TENEX shall make all reasonable efforts to provide a Tenex Project Manager familiar with the election operations of the COUNTY and the election rules and regulations of the State of California.

Tenex Product Specialists

TENEX will provide Product Specialists to assist with technical support through the completion of the Implementation Phase. The Product Specialists are responsible for the installation, operation, repair, and maintenance of all Solution hardware and software, scheduling and supervising resources for all hardware- and software-related matters, providing support services and election-related trainings, and interfacing directly with TENEX and COUNTY personnel.

County Project Manager

COUNTY shall appoint a project manager ("Customer Project Manager") as its representative through the Implementation Phase, who shall be responsible for review, analysis and acceptance of the Solution and the coordination of COUNTY personnel, equipment, and facilities.

a. The Customer Project Manager shall be empowered to make decisions on behalf of

COUNTY with respect to the work being performed under this Agreement, including the allocation of required resources.

b. The Customer Project Manager shall also have direct access to the COUNTY's top management at all times for purposes of problem resolution.

Primary Contacts and Designated Project Managers

COUNTY:

a. Primary County Contact
Renee Bischof
Chief Deputy Registrar of Voters
Email: rbischo@co.santa-barbara.ca.us
Telephone: 805.696.8963

b. Customer Project Manager
Renee Bischof
Chief Deputy Registrar of Voters
Email: rbischo@co.santa-barbara.ca.us
Telephone: 805.696.8963

TENEX

a. Primary Tenex Contacts
Timothy Vlach
Email: timothy.vlach@tenexsolutions.com
Phone: 813.618.3639

b. Jeremy Nobel
Email: Jeremy.nobel@tenexsolutions.com
Telephone: 813.618.3639 x319

c. Tenex Project Manager
Timothy Vlach
Email: timothy.vlach@tenexsolutions.com
Phone: 813.618.3639

TENEX may not substitute other persons without the prior written approval of COUNTY's designated representative.

COUNTY may from time to time designate another person as the primary contact or the Customer Project Manager or change the address as needed by sending written notice to the other Party in accordance with Section 2 Notices of this Agreement.

POST-IMPLEMENTATION PHASE

TENEX agrees to provide Software Licensing and Support Services as identified in Section 5. SOFTWARE LICENSE AND SERVICE AGREEMENT and Section 6. SUPPORT for the duration of this Agreement.

ATTACHMENT 1

SUBMITTAL #3: Vendor's Reply

A. Narrative Overview of the Overall Reply

Tenex will provide all of the services included in Attachment A - Scope of Work for the Election Night Reporting (ENR) and Voter Check-In Management (ePollBook) components of the project.

Precinct Central Electronic Pollbook Solution

The vision for the Tenex Precinct Central platform has been to bring a modern solution using the latest technologies to the elections domain. The platform started with a basic concept of an electronic poll book system that replaces the paper check-in process and allows checking in voters in an electronic format. In its current state, it has evolved into a complete monitoring platform allowing election officials to track and react to issues in the field before they are magnified into larger problems.The Precinct Central Suite is comprised of three core modules that form the backbone for the electronic poll book functionality.

Precinct Central Touchpad is a highly customizable ePollbook solution that runs on the award-winning iPad hardware platform. This hardware platform, along with the intuitive software from Tenex, offers familiarity and ease of use for poll workers. There are no additional peripherals required for reading barcodes and gathering voter signatures. The platform is lightweight and easy to setup, operate, transport, and store. Precinct Central's highly customizable features also allow for easy scalability to multiple voter districts throughout the province with customized messages, flows, and language where necessary.

Precinct Central Data Studio forms the communication backbone for the product suite. This module provides all interfaces for integrating with the voter registration system and for communicating information between all Touchpads deployed in the election. This module employs IT industry standard data management practices and mature off-the-shelf database technologies to manage, protect, and maintain integrity of election data. The consistent application of this methodology is used at every module of the platform to prevent data inconsistencies and losses while identifying and monitoring exception cases quickly and easily at the elections office.

Precinct Central Console is a real-time comprehensive monitoring platform that allows the elections staff to monitor devices, users, communications, and performance metrics, all on an easy to use, dedicated computing environment. The County will receive a private, secure website where this monitoring can be done in real-time from anywhere.

The Precinct Central Console is also the election office portal for all pre-election setup activity and postelection data reconciliation, auditing, and export. Tenex understands that management staff on Election Day can be stretched thin and will need access to important election information on-the-go from wherever they are. A mobile website of the Precinct Central Console, Precinct Central Mobile Monitor, provides direct access to critical election information to officials who can quickly respond to issues in the field.

Tenex is excited to improve the elections of Santa Barbara County by offering a superior solution to better serve the over 1.5 million voters that call the County home. We will complete and provide all of the services included in the Scope of Work.

Figure 3: Precinct Central Solution

Live Results

Live Results is a market leading platform with unparalleled usability across all results delivery platforms, built to serve the needs of users with special accessibility needs, engineered to withstand the scalability needs imposed by large jurisdictions that may need thousands of users serviced in a minute and thwart the efforts of various actors with malicious intent. One aspect of Live Results that has been appreciated by metro jurisdictions is the fact that on average 75 – 80% of users consuming election results do so on smartphones and tablets and Live Results was built from the ground-up to be a mobile

friendly, responsive system. In addition, Live Results was the first platform in accommodating the needs of users with special needs such as users needing to use text to speech devices and users with color blindness in a modern, syntax driven speech rather than dry, one-to-one reading of the text on the screen.

As a complete solution Live Results includes innovations such as a three-step upload, preview and publish paradigm to help elections offices upload and verify results before being published. A customizable template allows the offices to develop and use a pleasing format for delivering the results. A robust data transformation engine is capable of handling multiple tabulation systems and their output formats eliminating vendor lock-in.

Tenex places great emphasis on usability, security, scalability, and customizability and as such Live Results was designed with these four very important principles in mind. The architecture of the system is unique with an office use module that is completely isolated from the internet performing the results transformation and then uploading the results to another delivery platform that hosts the web site. This innovation leads to a platform that has little internet facing footprint that can be maliciously attacked since there is no accessible database on the internet facing side. Tenex's relationships with leading CDN organizations results in a cloaked web site that is served from multiple data centers and is AI driven to prevent the most sophisticated DDoS attacks.

A sample of the results of a representative California county are presented below:

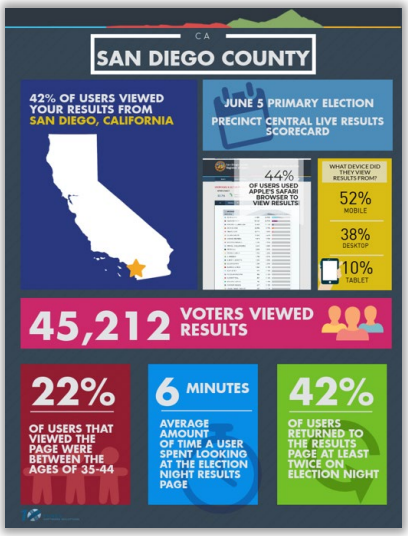


Figure 4: Example of San Diego Scorecard from First Election

B. Services to be Provided

Services to be Provided

1.	**Scope of Responder Services** The Responder must provide the Services scope of this project in a professional manner using only individuals of suitable training and skill. The Responder shall provide within the seven (7) Voting System Solution Components ("System Components") (A-G) the following services as follows: A. System development, delivery, installation, testing, and appropriate operational diagnostics. B. Software and hardware improvements, upgrades, and modifications throughout the term of the agreement. C. County staff training. Initial training and supplemental training concurrent with any improvements, upgrades or modifications to any part of the system. D. Outreach component with an emphasis on familiarizing the County's residents with the Responder's system(s), using a variety of media-ready messages and materials. E. Complete system testing during minor elections within the County. Should the County not hold a minor election with which to fully test the system, the Responder will provide a comprehensive test election to fully exercise the system. F. Financing options for the acquisition of the proposed system.

Precinct Central

Tenex is committed to providing Santa Barbara County with a professional, high-end experience in the implementation and support of the Precinct Central solution. The overall goals and objectives for the project is to implement a complete electronic poll book solution for Santa Barbara County, deliver comprehensive training to all applicable County staff, and will assist with all necessary testing. Tenex is a complete solution provider and will participate in all implementation aspects including system development, delivery, installation, software and hardware upgrades, training, and testing.

The implementation of electronic poll books has been at the forefront of election technology upgrade agendas across the US, but such implementations often require strategic planning and an understanding of large-scale projects. Building on our past experiences with large scale implementations, Tenex's focus is to deliver the best service possible in the most accurate way possible. Our principled approach to large scale implementations as well as our reputation for delivering professional, focused services in the County of Santa Barbara makes Tenex the best choice for a seamless implementation.

The implementation plan below describes how the solution will be deployed, installed, and used as a seamless check-in system. The plan contains a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort, and any specific implementation requirements.

Our project implementation plan is as follows:

I. Project Objectives

Tenex is committed to delivering a professional, high-end experience in the implementation and support of the Precinct Central product for the County of Santa Barbara. With the past project experience in the County of Santa Barbara, Tenex is prepared and armed with the expertise needed to meet the need of the County.

Broadly speaking, the overall goals and objectives for the project is to implement a complete electronic poll book

Live Results solution into larger jurisdictions, Tenex focuses on the providing the most in-depth and efficient implementation possible. The ultimate goal is to leave Santa Barbara staff with the confidence to effectively use the solution on their own. The implementation plan below describes the installation and training phases of the installation.

Phase 1: Scripting the Solution

- Configuring the scripts used by Live Results to ensure the solution will accommodate Santa Barbara document types.

Phase 2: Training

- Web based training will be provided to the authorized admin users that would be uploading data and publishing the results webpage.
- Training will go over the 3 steps of publishing the results page.

Phase 3: System and Security Configuration

- Establishing and configuring all user roles to the needs of Santa Barbara. This would include only the authorized admin users that would be uploading data and publishing the results webpage.
- Add in the distribution list of individuals receiving alerts of updated results..
- Creating the outgoing messages sent to media outlets.

Phase 4: Go Live and Support

- Uploading the unofficial and official results to Live Results
- Uploading and updating the results as the night progresses
- Tenex will provide support throughout Election Night in case of any questions or concerns. Tenex will have extended hours for Elections.

Tenex can offer financing options for the purchase of both solutions.

2.	System Instruction and Training Program The Responder will provide a comprehensive program with documentation (written procedures) to train County staff in all aspects of the use of the proposed systems, and with all systems updates. After this training, County staff will be able to fully utilize and support the proposed system without the intervention of Responder's staff. In addition, Responder shall provide a variety of instructional materials on the use of the system for dissemination to the County's electorate.

Precinct Central

TRAINING OVERVIEW

The cornerstone to a successful implementation for any project is a well-planned and focused training program. Tenex provides comprehensive training that takes the multiple stakeholders into account and ensures each is trained according to their job responsibilities. Tenex anticipates working with the County to create a training program that will encompass training the office and key stakeholders.

Comprehensive training sessions will be conducted for training of the Precinct Central Data Studio and Precinct Central Console components of the solution. These training sessions will assist elections in learning the backend management system of Precinct Central. The types of activities covered will include data import, proofing, monitoring the election, and post-election data review and archiving.

A variety of training opportunities and methods will be proposed and utilized. In addition, online training, videos, printed guides and online guides will also be available for self-paced training.

TRAINING ROLES & RESPONSIBILITIES

Each organization will assume certain responsibilities in the overall training plan design and implementation. Tenex's primary role will be to:

- Provide an overall training strategy with a plan based on roles of the organization and timeline of election activities.
- Conduct training sessions for all administrative users ensuring they receive the appropriate level of training to setup and use the system modules
- Provide training manuals including online guides and printed materials
- Provide online training materials, videos, documents and manuals for individuals who desire additional training and for those individuals who cannot make it to a training.

Tenex will work directly with key individuals from the County every step of the way to ensure a successful and guided training program. While Tenex will have a prominent role in the overall training program, there are certain roles and responsibilities that will rest with the county and individual staff.

The County of Santa Barbara primary responsibility will be to:

- Work with Tenex to facilitate a training schedule of classes and monitor attendance/effectiveness
- Provide very high-level management guidance and circulate feedback from venues/meetings that stakeholders might provide.
- Prepare county specific poll worker training documentation using the Tenex templates for future elections
- Ensure all trainers and administrators attend the training
- Evaluate the poll worker comfort and understanding of the solution post training

In implementing and executing the training plan, Tenex proposes utilizing a strategy of online training sessions as well as in-person classroom style training sessions.

Onsite Training Sessions (instructor led):
Onsite training will be provided for staff.

Online Training Sessions (instructor led):
The use of online training sessions is critical in a large-scale implementation such as this one. Online sessions will allow the team to conduct smaller, more frequent, and more on-demand training sessions. Online sessions will also allow for additional training for those offices that require additional training or a deeper understanding of advanced system functionalities. These sessions could also be used to refresh training for poll workers to bolster training received in a class room (if needed).

Help Desk:
In addition to in-person seminars/training, a help desk will be available throughout the program timeline to answer any additional question that may arise.

Staff Training:
This step consists of introducing the key staff members to the ePollbook implementation project, review the terminology used in the project, review the timelines and provide an introduction of the Touchpad hardware and software, the salient features and a gentle introduction about what to expect as part of the transition to electronic check-in process. This step is aimed at building consensus and ownership and is expected to provide answers to most frequently asked questions by the staff. As part of this effort, Tenex expects to conduct many online webinars and as many in-person meetings as possible.

Refresher Training:
This part of user training is a series of online sessions that will be conducted periodically based on the need. By this time, each county will have had Precinct Central Console environment to log into and Touchpads delivered, so questions about the usage of the system and refresher training on use of backend management functions of the system are met with these tools and courses. In these sessions, the counties will (re)learn key topics such as how to monitor Precinct Central, how to export reports post-election etc. Tenex will publish a schedule for individual sessions

based on different topics allowing counties to spread the training across multiple days in shorter focused sessions.

Evaluate – In every training program, it is important to evaluate and understand the effectiveness of the training and identify any gaps in the fulfillment of objectives. Tenex intends to collect feedback on the effectiveness of the training program as well as any additional steps that may need to be taken before election day to ensure that all poll workers, staff and employees have all the tools necessary for an effective and successful rollout. Some activities that will be conducted are:

- Conducting trainee surveys to receive program feedback
- Evaluating the effectiveness and use of online resources
- Identifying those individuals who missed training or require additional training

~~Live Results~~

~~Training will be conducted with a series of online training sessions between the primary project manager and all applicable County staff. Online training materials will be made available to all users to support individual pace learning as well as referring back to materials for quick recall.~~

~~The key to a successful implementation for any project is a well planned and focused training program. Tenex will provide Santa Barbara County with a comprehensive training that take users from the first step of configuration to the last step of publishing.~~

~~Tenex's primary role will be to:~~

- ~~Provide Santa Barbara County with a training plan outline~~
- ~~Conduct on-line training sessions for all applicable County staff~~
- ~~Provide on-line training materials~~

3.	Primary and Supplemental Services Responder agrees to provide services to the County required for the development, implementation, and continued support of the system during the term of the agreement. These services will include any supplemental services that are requested by the County and added to the scope during the reply period or supplemental services that the Responder deems a requirement to deliver quality services. The Responder shall provide training documentation and written procedures with system updates.
Tenex is committed to providing full-service implementation and training services to Santa Barbara County including any supplemental training as the solution evolves and as Santa Barbara County and Tenex deems necessary.	

4.	Prime Responder Services The County prefers one Responder to act as a Prime Responder with total responsibility for the proposed Voting System or individual Solution Component(s). However, the County will allow Responders to bid on individual Services with full responsibility for those Services and their complete integration with other inter-related Services. The successful Responder must assume single source, i.e., turnkey responsibility, for either the project as a whole or, if bidding on individual Services, for those individual Services and will be the sole point of contact for all proposed Solution Components or Services (if bidding on Services) including delivery, installation, operation, building modifications, testing, training, warranty, maintenance, problem determination, and resolution of the proposed Voting System or individual Solution Component(s). Since there are several solution components on which Responders can choose to bid, there could be one or multiple Prime Responders awarded. See list of solution components on pages 23-24.

	Responders must clearly explain planned use of subcontractors in their Reply, including terms of any subcontract, capabilities, experience, and portion of the work to be performed by the subcontractors. The Responder, as prime contractor for either the project as a whole or individual Services, is responsible for contract performance whether subcontractors are used. The awarded Responder(s) will be the sole point of contact (either for the project as a whole or individual Services) for the County about contractual matters including the performance of services and the payment of any and all charges. Current employees of the County may not participate as resources for subcontractors of the Responder.
Tenex is submitting this Proposal as the Prime Contractor and will not employ any subcontractors.	

5.	Deliverables The Deliverables for this project are to be the products and services necessary for the successful acquisition and implementation of new voting technology for the County and the conducting of successful elections in 2020 and beyond with this new technology. The Responder is to provide a list of the proposed Deliverables and estimated timelines for each, including certification of any solution or component requiring Voting System Certification by the California Secretary of State's Office. Additionally, in order to evaluate the ability of the Deliverables to meet the County's requirements, the Responder is required to complete the Solution Components response section below.

Precinct Central

The high-level deliverables of this project include implementing additional units of the Precinct Central solution for check-in management and the real-time dashboard for monitoring and reporting. Tenex provided an extended deliverable plan below.

Deliverable #1: Equipment Procurement & Delivery Plan
Tenex will provide documentation outlining hardware and quantities to be procured as part of the project with estimated delivery dates. This document shall be signed off by county staff before equipment is ordered.

Deliverable #2: System Functionality Sign-Off
Tenex will conduct web-based review with Santa Barbara County stakeholders to review current functionality and potential enhancements requested by the County that may require development. Tenex will review such requests and commit to providing a plan that outlines development, testing, and implementation plans for acceptance change requests. Once the system has been configured to meet County standards (will require multiple collaborative reviews), Tenex will provide a system sign-off readiness agreement for the County to review and provide electronic, formal acceptance of the system.

Deliverable #3: Data File Requirements and Recommendations Document
Tenex will provide a document outlining the data needs of the various system functionalities. Santa Barbara County is responsible for providing the data needed to use the requested system features. Tenex will conduct a meeting with Santa Barbara County stakeholders to review the data loaded and its validity.

Deliverable #4: System Workflow Sign-Off
Tenex will conduct web-based review with Santa Barbara County stakeholders to review system processes, messages, print formatters and workflows. Once the system has been configured to meet county standards, Tenex will provide a system sign-off readiness agreement for the county to review and provide electronic, formal acceptance of the system.

Deliverable #5: Training Schedule and Agenda
Tenex will collaboratively develop and agree on a training schedule and agenda for the required trainings. A training plan outlining the schedule and agenda will be provided to the county for sign-off.

Deliverable #6: Execute Acceptance Testing Plan
County will acceptance test all received hardware using the plan signed-off on in Milestone #7. County will confirm hardware meets acceptance testing requirements post-test and report any deficiencies to be remedied by Tenex.

Deliverable #7: County Provided Precinct Central Access
County will be provided with a login to their unique Precinct Central environment. County will sign-off on access to the system.

Deliverable #8: Training Documentation Delivered
County will sign-off on received training documentation.

Deliverable #9: On-Site Training Completed
Tenex will conduct on-site training as decided upon in the training schedule in Milestone #5. County will sign-off on completed training.

Deliverable #10: Online Training Completed
Tenex will conduct online training as decided upon in the training schedule in Milestone #5. County will sign-off on completed training.

Deliverable #11: Election Equipment Validation
County will conduct testing on one unit for election readiness and will verify all relevant data statistics and scenarios along with validating data validity. County will use reports provided from Precinct Central Console to validate the equipment is properly configured and data statistics are correct.

Deliverable #12: Training Sessions Scheduled and Completed
Tenex will complete refresher trainings as deemed necessary by County staff.

Deliverable #13: Election Completed
The County accomplishes a successful use of Precinct Central Touchpads in the election.

Deliverable #14: Election Debrief Meeting Completed
Tenex will conduct a post-election debrief and election analysis meeting with the County. This meeting will be to review the election, best practices, and lessons learned with an eye towards further election preparation.

~~Live Results~~

~~Due to the simplicity of the Live Results platform very few deliverables are needed for a complete and successful implementation. Tenex has provided an extended deliverable plan below:~~

~~*Deliverable #1:* Data Processing and Scripting~~
~~The County will provide Tenex with the initial Level 0 file so that Data Studio scripting can be configured to accept all Santa Barbara County file formats.~~

~~*Deliverable #2:* County Provided Live Results Access~~
~~The County will be provided with a login to their unique Live Results environment. County will sign-off on access to the system.~~

~~*Deliverable #3:* System Configuration~~
~~Tenex and the County will make edits to the environment to ensure all configuration are reflective of the vision Santa Barbara County has for the system. These configurations will dictate the appearance and functions available on the voter-facing election night reporting webpage.~~

~~*Deliverable #4:* Communications Setup~~
~~Tenex will assist the County in adding all individuals to the distribution list for Election Night updates.~~

~~*Deliverable #5:* Training Schedule and Agenda~~

The County and Tenex will develop and agree on a training schedule and agenda for the required trainings. A training plan outlining the schedule and agenda will be provided to the county for sign-off.

Deliverable #6: **Training Documentation Delivered**
County will sign-off on received training documentation.

Deliverable #7: **Online Training Completed**
Tenex will conduct online training as decided upon in the training schedule in Milestone #5. County will sign-off on completed training.

Deliverable #8: **Election Completed**
The County accomplishes a successful use of Live Results on Election Night.

Deliverable #9: **Election Debrief Meeting Completed**
Tenex will conduct a post-election debrief and election analysis meeting with the County. This meeting will be to review the election, best practices, and lessons learned with an eye towards further election preparation.

6.	**Solution Component Responses** The Responder must complete the following section(s) for each of the Solution Components section(s) they are proposing. Additionally, every Responder, whether replying to one or more of the Solution Component sections, must respond to the Security Requirements at the end of this section.
Tenex has has completed all sections required by the county of Santa Barbara, including all relevant Solution Component sections and Security Requirements.	

C. Scope of Work

Ballot Creation and Output Management (Section A)

Tenex is not responding to this section of the RFP.

Integrated Accessible Ballot Marking Device (Section B)

Tenex is not responding to this section of the RFP.

Central Count Scanning and Tabulation (Section C)

Tenex is not responding to this section of the RFP.

Ballot Duplication (Section D)

Tenex is not responding to this section of the RFP.

Voter Check-in Management (ePollBook) (Section G)

Subcategory:	Requirement Reference ID:	Requirements (Mandatory unless otherwise marked as desirable):	Subcategory Response Code (1,2,3,4):	Detailed Response:
Certification	G-1	Describe your proposed solution and its ability to meet all State of California requirements.	1	

G-1 Detailed Response:

The vision for the Tenex Precinct Central platform has been to bring a modern solution using the latest technologies to the elections domain. The platform started with a basic concept of an electronic poll book system that replaces the paper check-in process and allows checking in voters in an electronic format. In its current state, it has evolved into a complete monitoring platform allowing election officials to track and react to issues in the field before they are magnified into larger problems.

The Precinct Central Suite is comprised of three core modules that form the backbone for the electronic poll book functionality; These are Precinct Central Touchpad, Precinct Central Data Studio, and Precinct Central Console.

Precinct Central Touchpad is a highly customizable ePollbook solution that runs on the award-winning iPad hardware platform. This hardware platform, along with the intuitive software from Tenex, offers familiarity and ease of use for poll workers. There are no additional peripherals required for reading barcodes and gathering voter signatures. The platform is lightweight, ergonomic and easy to setup, operate, transport, and store.

The ***Precinct Central Data Studio*** forms the communication backbone for the product suite. This module provides all interfaces for integrating with the voter registration system and for communicating information between all Touchpads deployed in the election. This module employs IT industry standard data management practices and mature off-the-shelf database technologies to manage, protect, and maintain integrity of election data.

Precinct Central Console is a real-time comprehensive monitoring platform that allows the county Elections staff to monitor devices, users, communications, and performance metrics, all on an easy to use, dedicated computing environment. The Precinct Central Console is also the election office portal for all pre-election setup activity and post-election data reconciliation, auditing, and export. A mobile website of the Precinct Central Console, Precinct Central Mobile Monitor, provides direct access to critical election information to officials who can quickly respond to issues in the field.

Precinct Central provides an out-of-box, proven and scalable platform that is ideal for meeting the new California vote center legislation as well as using for voter check-in for Election Day. Some of the features that are essential for California are highlighted here:

- *Live mode capability:* Especially important for vote center implementations is the ability for poll workers and election officials at the office to access up to the minute voter changes related to address updates, absentees, voter check-ins and Provisionals. All data residing in Precinct Central is communicated and available in real-time through cellular/WiFi networks. Precinct Central's live mode capability has been proven for early voting / vote centers and election day use in several large jurisdictions, deploying and synchronizing thousands of Touchpads simultaneously.

- *Graphical dashboards:* The graphical and color-coded dashboard of the Precinct Central Console provides up to the minute information in easily understandable, color-coded, and summaries formats. Precinct Central also provides several voter facing tools known as "voter engagement widgets" that can be embedded in the County website. These include graphical and map-based views for determining wait-times, locating vote center locations, and reviewing voter turnout data.

- *Customizability:* Customizability and configurability are essential to ensure all business rules follow the specific state requirements and reflect the business practices of the specific jurisdiction. The customizable features of Precinct Central allow just about all messages, text, workflows, and printed output to be customized and

modified as needed without involvement from Tenex or software updates. Messages and workflows can be configured differently for early voting vs. Election Day use and for different election types (general, primary, special, etc). Some examples of customizations include, but are not limited to:

- Allowing on-site registration during early voting, but not on Election Day or always enabling on-site registration.
- Displaying party information for a primary election but turning off the display of party information for a general election.
- Allowing voter to "declare a party" during a primary.
- Enabling on-demand ballot printing during early voting, but not Election Day.
- Ensuring only eligible voters are assigned a ballot style during a special / local election.

- *Training Mode:* Training is essential for a well-designed ePollbook system and is often not considered as a core component in most platforms. Precinct Central provides tools that aide training managers in the preparation and management of training classes.
  - Test accounts can be designated in a training area and made available between election cycles so documentation does not need to change for each election.
  - Training cases can be printed directly from the software with barcodes and descriptions.
  - Training database can be created and downloaded to Touchpads separate from production and both can be managed simultaneously.
  - Training database can be reset and ready for next training class in under 20 seconds for each Touchpad.

- *On-Demand Ballot Printing:* Precinct Central can be integrated with several on-demand ballot printers. In addition, Tenex offers its own on-demand ballot printing module that can be integrated and accessed directly from Precinct Central.

The Precinct Central solution is the first ePollbook to be certified in the State of California. Certification was provided on May 22, 2018 and Tenex continues to maintain this certification and complies with all State of California requirements.

Functionality	G-2	Ability for solution to function without being connected to a voting system at any time.	1	

G-2 Detailed Response:

Precinct Central does not require connection to any voting system at any time. The system has been specifically designed to be voting system agnostic and functions stand-alone with no direct connectivity to a voting system.

Functionality	G-3	Ability for solution to contain voter registration and voting history data of the over 240,000 voters in the County. Describe how it contains all of the following data: -Name, address, precinct, party preference, language preference, date of birth, driver's license, signature image, and additional fields as requested. Describe how the County has the option to not use or transmit fields, if desired. -Whether or not the voter has been issued any type of ballot and what type of ballot was issued. -Whether or not the ballot has been received by the election official, how it was received, and what the status is (counted, not counted, etc.)	1	

G-3 Detailed Response:

Precinct Central offers a comprehensive list of data fields and voter status information that can be imported and setup for each voter. This information is all loaded directly on each individual Touchpad device and made available for searching and listing electronically on the Touchpad. Using the information poll workers can easily search for a voter, verify identification, and confirm the voter's eligibility.

The data fields available include at a minimum:

- complete voter name
- residence address
- birth date or birth year
- precinct
- voter id number
- county of residence
- voting location
- voting status (absentee voted, early voted)
- voter status (active, inactive, etc.)
- voter party

Optional data fields can also be added. These include, but are not limited to:

- voter signature on file
- driver license
- secure voter record
- voter needs assistance flag
- voter's language preference
- special voter flags (ex: must show id, verify address, etc.)
- gender
- race

All data loaded is automated through data load scripts made available through the Precinct Central Data Studio module. This module allows data load scripts to be easily modified for each jurisdiction, making it very simple to accommodate requirements that may be specific to a jurisdiction or even specific to a certain election. Data can also be customized on how and when it is displayed. Fields can be customized for display, such as not displaying the voters party, race, and gender. The voters birth date can be limited to only displaying the birth year or not displaying at all.

Functionality	G-4	Ability for the County to define whether to include or exclude voters based on their registration status (active, inactive, and pending). Describe how the system allows the ability to include or exclude voters depending on the status, such as registrations that have been rejected due to incomplete information.	1	

G-4 Detailed Response:

The County can specify which voters to include for data lookup on Precinct Central. Voter's with a specific status can be excluded from the source files provided from the voter registration system or the data load scripts in Precinct Central can be customized to exclude voters with a certain status. Generally, registrations with a rejected status, such as an incomplete status are not loaded in the poll book. Registrations with an inactive or pending or not otherwise rejected are generally loaded but can have different workflows based on the voter status.

By default, voters listed with an "inactive" status are setup no different than voters with an "active" status. Inactive voters are able to cast a regular ballot, however, using the system configuration options, the validation for voters listed as inactive can be modified to issue a provisional ballot or to instruct the poll worker to perform some additional steps. Similarly, voters listed with a pending or any other status can be setup to issue a provisional ballot or complete additional paperwork.

The specific workflows and instructional messages for individual voter status can be configured directly from the Precinct Central Console. The system can handle any kind of status code and is not limited to just active, inactive, and pending

voter status.

Functionality	G-5	Ability to transmit and receive voter activity with all other components of the Solution in the County as well as the EMS. Describe the architecture of how this will work.	1	

G-5 Detailed Response:

Precinct Central has a highly fine-tuned, performance-tested strategy for data updates. The robust communication framework ensures all locations are current with voter information and guards against double voting.

The basic process flow for real-time updates behaves as follows:

- Each Touchpad is connected to a secure Cloud repository through a secure hotspot (referred to as a JetPack or MiFi) connection.
- Using the secure connection, changes made at the elections office are automatically communicated to all Touchpad devices at all voting locations.
- At voting locations, as voters check in on the Touchpad, their vote type, ballot style, time, location, and operator are all saved to their voter record. This information is securely transmitted to the central server.
- All information received at the central server is packaged and securely pushed out to all Touchpad units at the voting locations.
- If a voter attempts to go to another voting location to vote, the poll worker will see that the voter has already voted and what method the voter voted by.

While Precinct Central is fully capable of communicating information across the jurisdiction in real-time, it is important to note, that the connectivity and real-time updates are not a requirement to operate the electronic poll book. In the event that connectivity is lost or not available, each Touchpad is fully capable of operating stand-alone. Further, each Touchpad directly communicates to other Touchpads at the voting location. This communication does not require connectivity.

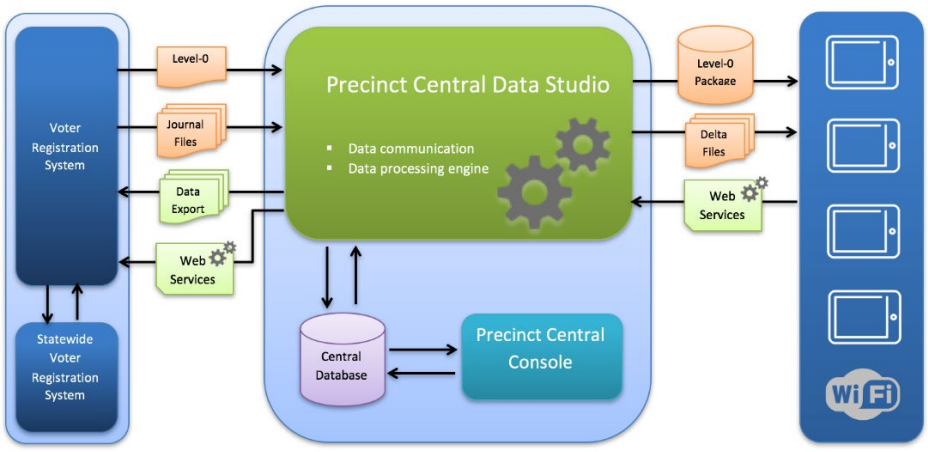


Figure 7: Precinct Central Architecture Diagram

Functionality	G-6	Ability for electronic signature capture in which the Solution shall utilize current, industry best standards. Describe how an image of the electronic signature made by the voter on the device shall be retained and identified as the signature of the voter.	1	

G-6 Detailed Response:

Precinct Central provides one of the most intuitive and ergonomic signature capture processes. There are no additional peripherals required for gathering voter signatures. The voter signs directly on-screen of the Touchpad unit using a stylus or their finger. The process is intuitive and fluid and a large signature area is made available to allow the voter to sign freely.

The Flip & Share stand was designed to make the signature capture process seamless and trouble-free for the voter as well as the poll worker. All the poll worker has to do is flip the stand towards the voter with a simple motion. There is no rotating the stand and getting it caught in wires; there is no moving the stand towards the voter; there is no picking up or handling the device. The voter does not have to hold the device in their hand or sign on a tiny little signature pad that is difficult to read and move around in. The Touchpad offers a smooth signing surface and a sturdy feel. The stand does not wobble because it is sitting sturdy on the table rather than hanging in the air. In addition, the Flip & Share stand provides a gentle rising angle for the voter to comfortably rest their hand while using the provided stylus to sign. An extremely effective palm rejection technology eliminates confusion and makes the signature collection process a breeze!

The process for signature capture is simple and the signatures gathered in Precinct Central are very clean and clear. The steps and process is as follows:

- Once the poll worker has validated the identification of the voter and ensured that the voter is indeed eligible to vote in the current election, the poll worker touches the Get Signature button. At this time, the screen auto-flips, and the poll worker flips the flip & share Touchpad stand towards the voter.
- The Touchpad flip-and-share stand provides an optimal angle to ergonomically allow the voter to sign directly on the screen. The stand is very stable and has no wobble while the voter is signing.
- If applicable, the voter can read any kind of voter oath and sign on the screen.
- Once the voter has finished signing, the screen auto-flips again, and the Touchpad can be flipped back to face the poll worker.

The signatures created on the Touchpad are locally saved on each Touchpad using the voter ID and current time as the filename. Each signature file is exported from the individual Touchpad back to the central server and made available for viewing on the Precinct Central Console and exporting through the Data Studio.

Signature files can be exported using several methods:

- Embedded in a PDF document representing a precinct register.
- Exported as a single or zip file of images in various image formats (tiff, jpg, png)
- Exported directly to the voter registration system using the Data Studio API.

Functionality	G-7	Ability for the Solution to support the voter registration and voting workflow that is required by California and its Statewide Voter Registration Database. For example, a voter must be marked as having voted countywide in near real time.	1	

G-7 Detailed Response:

Precinct Central is compatible with all voter registration systems including statewide or county registration systems. The Tenex team has extensive experience in large system data conversion and data management/movement. This expertise is reflected in the success of Precinct Central in various jurisdictions where data has been converted from various voter registration systems.

- Precinct Central has integrated with various county voter registration systems like Mega Profile, Triad VR Systems (Ohio), Voter Focus (Florida), and DIMS to name a few.
- At the State level, Precinct Central has been integrated with the State of Kentucky.

Tenex has broken the data generation and transferring problem into a small, independent, and cohesive set of utilities, all packaged into a program module called the Precinct Central Data Studio. This approach allows the generation and customization of the data import to be a small and focused effort. Some of the key features of the data integration module include:

- *Flexible file formats:* Data Studio provides the ability to setup data scripts for multiple data files depending on file formats provided by client. This provides great flexibility for the customer as there are usually limitations in file format and reporting in the source systems.
- *Multiple data sources:* Data Studio has the ability to manage data from varying data sources. Tenex has aggregated data from different source systems, such as voter registration and ballot ordering systems, and using the flexibility built into the Data Studio, assembled all data elements for use in the electronic poll book.
- *Powerful scripting:* Data Studio scripting engine provides an interface where the administrator can setup scripts in a defined order and setup all business rules in the script.
- *Ability to monitor:* As data is being loaded, the end user has visibility into all aspects of the process and is provided details on exactly which step is currently running.

Functionality	G-8	Describe your Solution's ability to be used for line management of the physical line of voters checking in at a voting location or Satellite Office processing CVR voters. Staff must be able to walk through the line to verify the voters. Also, describe if and how a receipt can be printed for a "precheck-in" process.	1	

G-8 Detailed Response:

Tenex offers a unique solution to line management. With a battery powered printer option that hooks onto a belt, and a hand strapped carrying case, technicians can walk the lines comfortably and effectively, pre-checking voter eligibility and performing line management.

Precinct Central can be configured to run in several different modes. The modes can be specified when creating a data package to be loaded to the Touchpad. Based on the setting in the package, the Touchpad automatically comes up in the correct mode. The modes can be updated and Touchpads re-tasked by admin personnel in the field. The ability to seamlessly accommodate the various functional needs without data manipulation and involvement from the technical team is extremely important during a busy election cycle.

- Early voting/Vote Center vs. Election Day voting mode - The system can be configured as a vote center to allow voters to vote at any location or setup for a single precinct/voting location. Different workflows and messages can be configured for each of these modes based on process requirements.
- Training Mode – In training mode, the Touchpad is configured to not communicate any information between devices or to the central server. This allows all poll officials in a training class to use the same training cases without impacting anyone else. In the training mode, the Touchpad can be setup to use pre-defined specific training scenarios. The database on the Touchpad can be quickly reset in-between training classes in just a few seconds, making back-to-back training classes easier to administer.
- Lookup Only Mode –This is another mode available on the Touchpad and it is very useful to facilitate line-buster functionality where a poll worker simply wants to lookup voters and guide them to the correct location or verify their eligibility. In this mode, no functionality is available for checking-in a voter or modifying / adding voter information. This mode can be paired with a small-footprint mobile printer for "working the lines", allowing poll workers to direct voters to the correct voting location or identifying voters with other issues ahead of time.
- Tech Mode – This mode is extremely useful for help-desk and tech support personnel that are answering questions during the voting period. In this mode, all communications to the central server are available on the Touchpad, allowing the device to stay in synch and keep data fresh. All functionality to check-in, modify and add voters is available as well, however no transaction information is recorded on the Touchpad. This allows help-desk personnel to walk through the process over the phone or lookup specific voter information using a current database.

Functionality	G-9	Desirable: Ability for on-site forms production from the Solution in addition to verification of voter eligibility. Please describe any forms that can be produced.	1	

G-9 Detailed Response:

Precinct Central can be setup to generate several types of forms. Depending on the form, the forms could be customized for on-screen data capture or a printed form. Some examples of forms that can be generated include, but

are not limited to:

- *On-site Registration*: If a person is not located in the voter database, a step-by-step form allows the poll worker to complete a registration directly on the Touchpad. At the end of the process a paper copy can be printed for signature capture or the signature can be captured on-screen and printed on the form.
- *Voter Requesting Assistance*: If a voter requests assistance in voting, a form can be completed about who is assisting the voter. At the end of the process a paper form can be printed if required. This information is made available on the central server as well, where a pdf form could be printed and archived as well.
- *Name Change Form*: A specific workflow is available for a name change process that walks the poll worker through completing a form for documentation requirements.
- *Referral Slip:* Voters that require additional processing can be sent to an advanced user table with a slip printed from the ePB that gives information on the voter, why they are being referred, and a voter ID barcode allowing them to be easily brought up again.
- *Poll Worker Payroll Form:* At the end of the night, a slip with poll workers that clocked in and number of hours worked can be printed for review by the poll workers and signed off.
- *Voting Location Directions:* Directions to another vote center can be printed for voters that require.
- *Ballot Drop-Off Slip:* A unique feature of Precinct Central allows voters

The above forms are representative of the types of forms that can be created in the system. Additional forms can be added fairly simply into the process. All forms created in Precinct Central are customizable.

Functionality	G-10	Desirable: Ability for the Solution to have a robust and configurable dashboard command center manager whereby County staff can see a near-real-time summary report of all voting locations and their respective components. County staff should be able to see what is trending, if there are any problems, turnout, how long wait-time is at any given voting location, etc. Please describe the capabilities of the dashboard.	1	

G-10 Detailed Response:

Precinct Central was built with the vision of providing not only an electronic poll book that can check-in voters but as a device that can provide real-time information from the polling location to the central office. Each Touchpad periodically sends a heartbeat to the central server indicating the health status of the unit. This provides a wealth of information not only for each Touchpad, but also for the overall voting location. The heartbeat comes with

- Diagnostic information, such as connectivity, power status, printer and other equipment status;
- Usage information such as user login status and Touchpad lock/unlock status;
- Statistics information such as wait-time and turnout metrics.

The information gathered is only as good as the data visualization tools accompanying it. Precinct Central Console is the most intuitive and comprehensive electronic poll book administrative dashboard available on the market today. This console provides real-time monitoring controls during the early voting period and on election day. The data is presented in a variety of formats that can be easily filtered, summarized, and exported.

Figure 8: High-Level System Monitoring View

- *Device Management* - The device management view displays all Touchpads (iPads) available in inventory in a graphical grid format. Quick summaries at the top provide information on various status indicators (i.e. what data is loaded, which devices are on battery power, which devices are having connectivity issues, and more). Each status is color-coded and a color of red quickly highlights any trouble spots

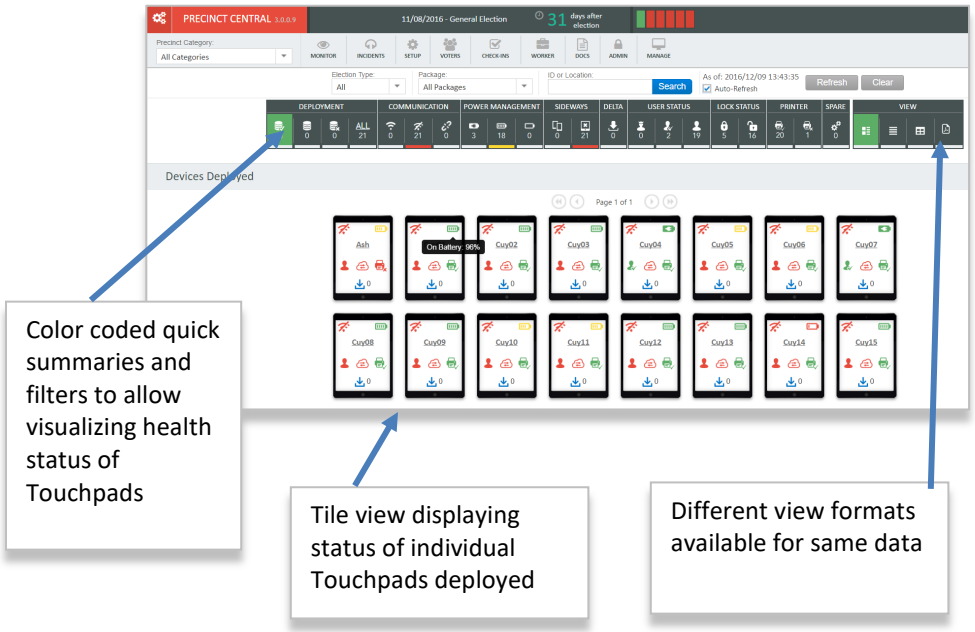


Figure 9: Touchpad Device Status Dashboard

- *Check-in Monitor* - The check-in function provides up to the minute summary and detailed information on individual voter check-in data. Summarized dashboards provide an at a glance view of voter turnout by voting location, party, precinct, and other summary options. Clicking on summaries allows easy drill down voter details.

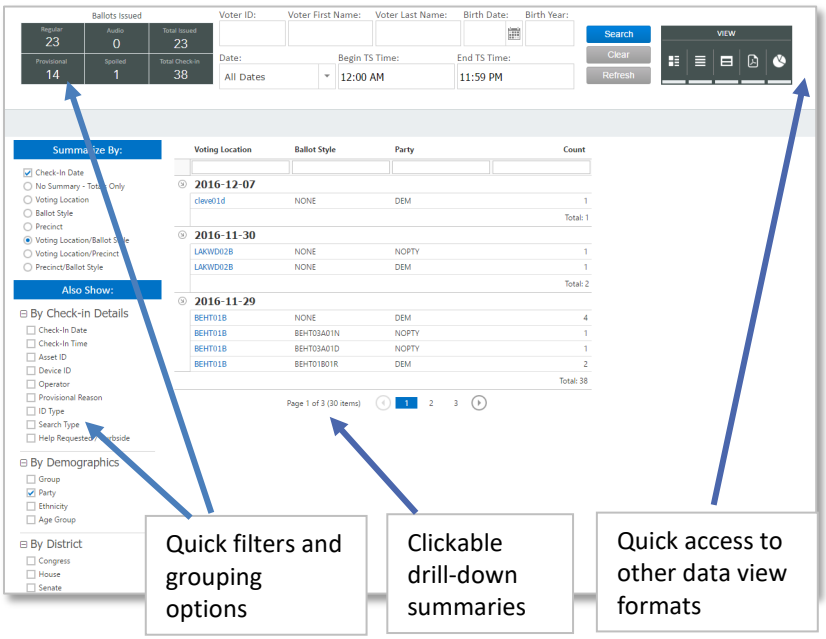


Figure 10: Voter Check-in Summary with Drill-Down Options

- ***Voter Engagement Widgets*** - Web reports are available for providing information on the public elections website. Graphical and map based information can be presented on the website for voting locations, voter turnout, and wait time dashboards.

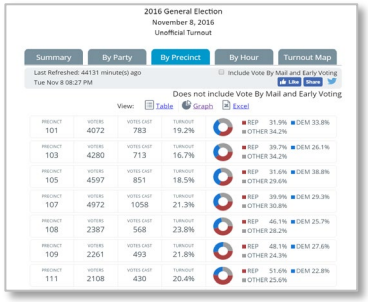


Figure 11: Voter Turnout by Precinct Location

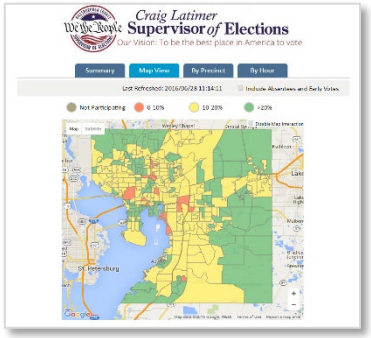


Figure 12: Map-based Voter Turnout Report

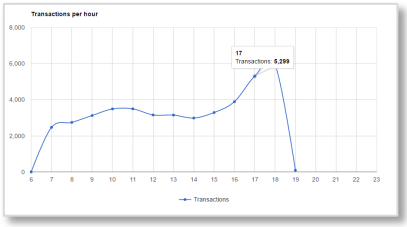


Figure 13: Transactions by Hour

- ***Ballot Inventory Monitor*** - This view provides detailed information on ballot style inventory levels at voting locations. The color-coded red, green, and yellow status bars quickly alert administrators of any low ballot situations.

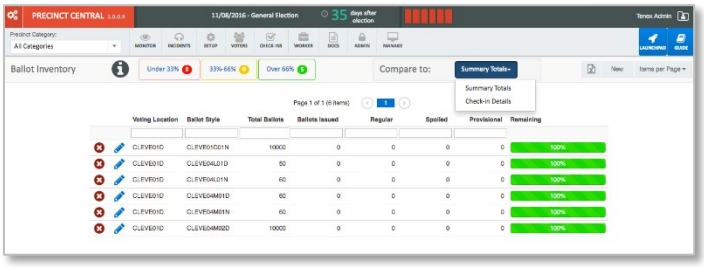


Figure 14: Monitoring Dashboard - Ballot Inventory

Poll Worker Clock-in - The reporting functions on the console provide built-in filters to easily sort the locations that need more workers. Admins can easily view only locations where planned number of poll workers are not present. This eliminates many calls currently placed to verify with all locations about poll worker turnout.

Poll worker payroll statements can be generated from the Precinct Central Console. After the election has completed, payroll statements can be exported with the poll worker clock-in/out times, signatures, and updated personal information (if necessary.) Reports can be exported in various formats such as PDF and Excel.

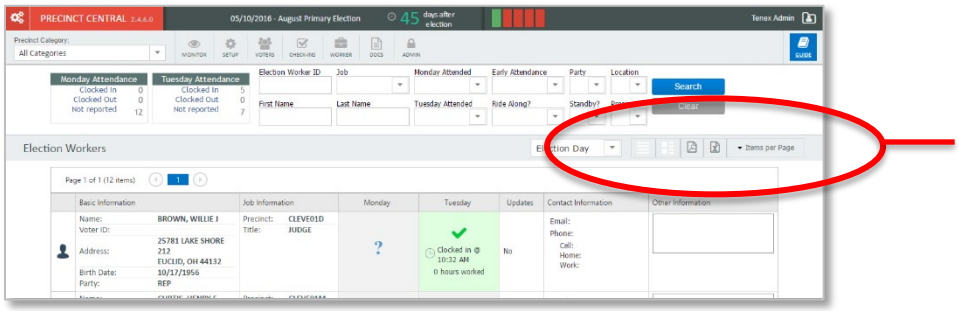


Figure 15: Monitoring Dashboard – Poll Worker Payroll Reports

Trouble-Ticket Monitor - This view is part of the Election Response trouble ticket management system and provides summary and detailed information on issues reported in the field with complete details on the status of individual issues.

Functionality	G-11	Desirable: Describe the Solutions ability to communicate status to the voter, and the voter's voting location. Describe if the system can send a message to a voter's phone, with his/her voting location.	1	

G-11 Detailed Response:

Precinct Central allows voters to stay informed of the status of the voter center / voting location using a variety of tools that can embedded in the counties public facing website. These are termed "voter engagement widgets" in Precinct Central. Using these, the voter can confirm the location and wait-time for the voting location, text the address / directions of the voting location, and gain insights on voter turnout statistics.

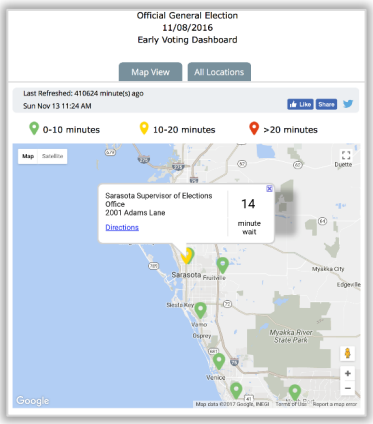


Figure 16: Vote Center Wait-time Dashboard

Functionality	G-12	Ability to handle the notation of vote (or street index) requirements as defined in the California Elections Codes 14294, 14298. Describe how the system will meet this requirement.	1	

G-12 Detailed Response:

Precinct Central maintains an electronic index of all voters in the County with all relevant notations required by the California Election Codes. Complete information is available for voters that (1) registered to vote or update his or her voter registration (2) received and voted a provisional or replacement ballot (3) voted a ballot using equipment at the vote center.

The index combines the requirements for an index and roster as described in the California Elections Code and is available both in electronic and print formats from individual Touchpads as well as the central office console.

Touchpad Check-in Log: The Touchpad records each voter check-in with complete details, including the voter signature. The check-in information can be viewed on the Touchpad screen in alphabetical or chronological order. The log can also be printed at the voting location in alphabetical or chronological order. The check-in log is similar to what California Election Code describes as a roster since it only shows voters that have checked in.

Touchpad Precinct Register: The Touchpad precinct register can print all voters in a location and annotate the ones that have checked in with special marking. This register can be printed directly from the Touchpad and can be used for voting location posting requirements.

Console Check-in Log: Precinct Central records information in near real-time to the central server as well. With this ability all check-in information is available in almost real-time on the Precinct Central Console. Detailed check-in information can be printed or exported in a variety of formats directly from the Console at any point.

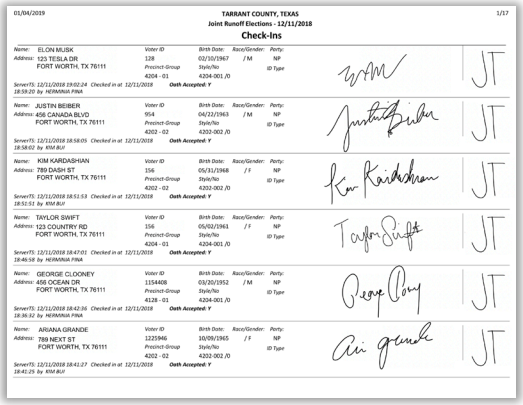


Figure 17: Voter Signature Log

Functionality	G-13	Desirable: Describe the Solutions ability to track the location of the systems components, such as GPS tracking capabilities.	1	

G-13 Detailed Response:

All iPads provisioned for use for Precinct Central are managed through a mobile device management (MDM) solution. The MDM allows each Touchpad to be tracked in the field and provides GPS coordinates for each unit. Using the tracking capabilities of the MDM, a lost or stolen device can be tracked on a map, placed in a lost or stolen mode, and completely wiped of the data and software. The Precinct Central software also provides real-time GPS coordinates of ePollbooks at any time.

Functionality	G-14	Desirable: Ability to communicate with voting location staff. Describe any functionality that allows the central office to send messages or communicate with staff. Include options such as Skype, remote desktop control, etc.	1	

G-14 Detailed Response:

The Precinct Central Touchpad will provide election officials and Voter Center staff alike, various methods to communicate during election events.

Over the Air Messaging: A method available to remotely send notifications to Touchpads in a group mode or individually.

- Precinct Central can send pop-up text notifications to election workers that are using a Precinct Central Touchpad. Election office staff can use the Precinct Central Console to remotely message election workers important information throughout election day. These pop-up notifications will not disturb the check-in process if the election worker is in the middle of processing a voter. Each message is individually tracked for acknowledgement by the poll official.
- The message can be addressed to specific devices/poll officials based on login information, to specific groups of users based on user security level (advanced user vs. basic user) or device location.

Instant Messaging: A messaging method for real-time chatting between the poll official and election office staff straight from the Touchpad.

- Poll officials will have the ability to start a real-time chat session with a specific group for resolving issues arising throughout the election event.
- Templates will help users quickly communicate any issues or concerns happening at the vote centers.
- This feature will help alleviate the pressure on phone lines and provide quicker service to the polling locations.

Trouble Ticket Reporting: A method for poll officials to report incidents and request help from the central office.

- This integrates with the trouble-ticket management system Election Response. Open issues can quickly be seen at the central office and by techs in the field.
- At the voting location, the poll official can monitor the status of the ticket.

Face Time: Poll workers can communicate with admins at the office using the Apple Facetime functionality, allowing the office to view the issue real-time via the Facetime video. This requires that the office maintain devices that allow Apple FaceTime capability.

Hardware	G-15	Desirable: Ability for the devices to be portable, easily transported, and easily held by staff. Describe the hardware size, weight, and specifications, as well as how they are stored and transported.	1	

G-15 Detailed Response:

Precinct Central Touchpad is a highly customizable ePollbook solution that runs on the award-winning iPad hardware platform. This hardware platform, along with the intuitive software from Tenex, offers familiarity and ease of use for poll workers.

- The Apple iPad is a commercial off the-shelf ("COTS") tablet device that is widely available from various commercial sources. Additional optional hardware that can be incorporated includes printers, smart-card burners, and backup battery packs. These are all commercially available COTS components.
- The complete Precinct Central hardware package is known as a "Touchpad" unit. This incorporates the iPad, an ergonomically designed case/stand for transporting and using the iPad, and any additional optional peripherals.

Ergonomic for Use:

The design tenets for the Precinct Central hardware and software solution considers the voter and the precinct official, as two primary stakeholders in the process. This has resulted in a solution that can provide great service to the voter and provide ease of setup for the poll worker.

For the Voter:

- Precinct Central is built from a core belief that the check-in process should be interactive and consultative with the voter for the best possible voter experience.
- Using the flip & share stand, information can be very easily shared with the voter. On screens that require interaction with the voter, such as the voter signature capture screen, voter address validation screen, voting location / voter transfer screen, the poll worker can easily flip the screens towards the voter. The screen automatically flips so the voter can read the information easily. The poll worker is not fumbling with wires or unwieldy hardware.
- The Precinct Central software screens are designed with large fonts and voter facing screens can appear in multiple languages if required.
- The Apple iPad platform is one of the most ADA compliant platforms, allowing ease of use for voters with functionality such as zoom capabilities, gray-scale, and invert colors.

For the Poll Worker:

- Precinct Central is the easiest poll book to setup on election day. All the poll workers need to do is remove the Touchpad from the carrying case, flip the stand open, and plug-in the device. It takes less than 2 minutes to setup and start working. There are no components to assemble and fumble with on election morning or while closing up at the end of the day.
- The Flip & Share stand that the iPad is held in is ergonomically designed for the voter as well as the poll worker. Poll workers that are working a very long day do not need to stand-up because the stand is too high, do not need to fumble with cords because the stand needs to be swiveled, do not need to handle the iPad outside of the case. The use for all operations of the Touchpad is ergonomically designed for all day work

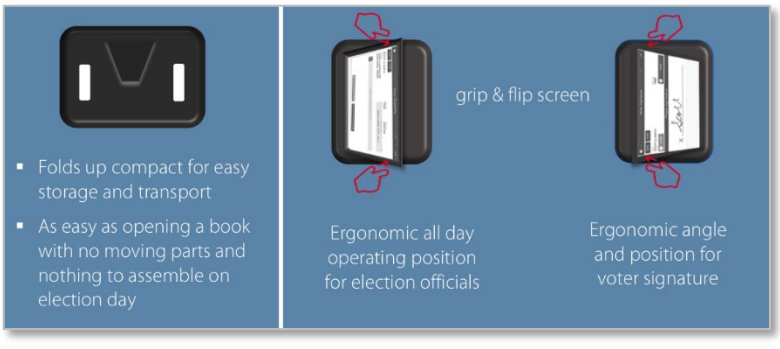


Figure 18: Flip and Share Stand Graphic

Compact and Light-weight:

One of the design tenants of the complete hardware and software solution is to eliminate or at least reduce the

dependency on additional peripheral components. Traditional electronic poll book systems generally need additional

Equipment	Size/Weight	Battery Life	Built-In Features	Durability	Additional Information
iPad 	Height: 9.4 inches Width: 6.6 inches Weight: 1.03 pounds	10 hours	- 8-megapixel camera autofocus camera for barcode scanning - Multi-Touch display with IPS technology for seamless on-screen signatures and on-screen keyboard usage	-Survives drop test at 5 feet -Scratch resistant screen	Built in features allow for no peripherals or extended set-up

peripherals for signature scanning and reading barcodes. Having more components for a complete solution means there is more hardware to purchase and maintain. It also means that there is more for poll workers to assemble on election day before processing can begin.

With Precinct Central, there are no additional peripherals required for reading barcodes and gathering voter signatures.

- The on-board camera is used to read barcode information in a variety of formats.
- Signatures are captured on the iPad touchscreen. The touchscreen signatures are clean and clear as opposed to the often unreadable signatures that are usually captured on a small signature capture device.
- The iPad is placed inside an ergonomically designed case called the “flip-n-share” stand. This serves as the transport case for individual electronic poll books, and as a stand for use at the voting locations. The case-to-stand model is unique to the Precinct Central system and requires zero setup at the voting location. When not in use this case folds down like a book, housing the iPad in a rugged enclosure that is not much bigger than the iPad itself.

Flip & Share Stand 	Height: 10.75 inches Width: 8 inches Weight: 1.25 pounds	N/A	-360-degree protection - Double hinged for ergonomic use - Compact and all-in-one	- Survives drop test at 10 feet - Made of 100% metal	- Unique to Tenex - Available in multiple colours
10-foot Charging Cable	10 feet long, 4.3 ounces	N/A	- Extended length allows for charging in various sized polling locations	- Non-fraying cord material	

All Inclusive Carrying Case:

While the individual Touchpad is secure in the Flip & Share stand, there is still a need for carrying accompanying cables, optional battery packs, and printers, etc. For this Tenex has designed a durable, lightweight blow-mold case. This case is not only practical and stylish, but very compact requiring little storage space when not in use. The design is also water resistant and contains a seal around the entire case opening that is held tight by 2 easy to use latches.

The case is able to hold multiple Touchpad units, printers, cords necessary to power the devices, MiFi unit, and stylus. The large accessory pocket can hold the power cords and MiFi unit, as well as any additional items the county may deem necessary. There is also a convenient pocket for holding styli for use with the Touchpads keeping all the required items neat and organized.

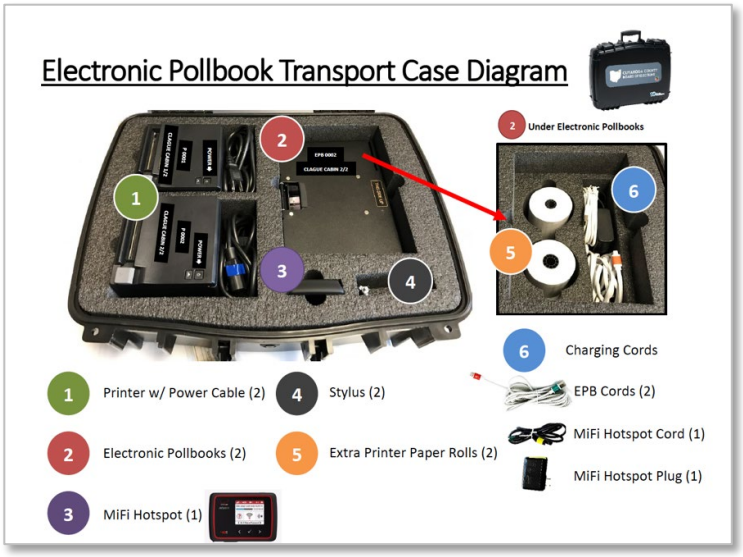


Figure 19: Example Case for 2 Complete Touchpad Units with Printer

Charging Carts and Options:

Charging carts are an optional item that many jurisdictions prefer to use for storing and charging Touchpad at the warehouse. The charging cart setup, paired with Precinct Central's advantaged features like no touch over-the-air database download, makes for a very elegant solution for managing the data load and setup for Touchpads.

Figure 20: Touchpads in Charging Carts – Hamilton County, OH

Figure 21: Touchpad Charging Carts – Hillsborough County, FL

Integration	G-16	Ability for the Solution to integrate with the voting system to automatically allow staff to select the proper ballot based on the voter's precinct, party, and language. Describe the following: – The voting systems with which this functionality is available. – The process for automatically issuing a ballot based on the voter's precinct, party, and language. – How an "air gap" is maintained during this process.	1	

G-16 Detailed Response:

Precinct Central automatically identifies the correct ballot style for each voter based on the precinct and other information such as precinct group, split, voter party, and language.

- ***Data load from voter registration***: When data is first loaded from voter registration it can be loaded with the ballot style information pre-assigned to each voter. Alternatively, a separate ballot style file can be used to setup and compute ballot styles for each voter in Precinct Central.
- ***Changes completed on voting day***: Precinct Central Touchpad allows updating voter address information or registering a voter at the voting location. When data is modified, the new ballot style is automatically computed and assigned to the voter record.
- ***Primary Election***: For open primaries Precinct Central can be configured to allow the voter to select the party for which they wish to vote the ballot.
- ***Language selection***: Unique to Precinct Central is the ability to determine a ballot style based on the voter's language. The desired language can be pre-configured for the voter or selected on demand on the ballot issue step.

Precinct Central has been integrated with all of the major voting systems available today. The system is capable of creating a smart card for TSX machines, the Dominion ICX machines, and printing barcodes in various formats (i.e. 1D 3 of 9, QRCode, 2D PDF417) for activating DRE machines. Ballots can be printed on demand and integrated with the available solutions or used with the direct print functionality in Precinct Central. For paper ballots Precinct Central provides an advanced ballot validation feature for ensuring the correct ballot style is given to the voter. The election worker simply scans the ballot style barcode from the ballot stub and the system validates if the style is the correct style for the voter.

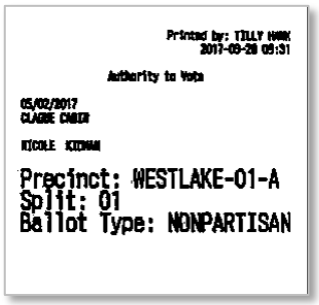


Figure 22: Authority to Vote/Check-In Slip Example

Figure 23: Touchpad with Encoder

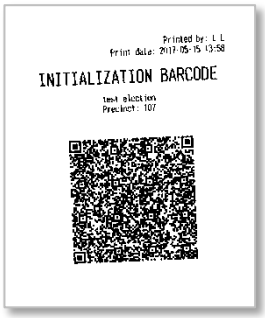


Figure 24: Unisyn BMD Initialization Barcode Example

Integration	G-17	Desirable: Ability for Solution to be integrated with a call center helpdesk system. Describe any call center helpdesk systems that the proposed solutions can be integrated with. Describe if staff has the ability to submit a problem directly to a helpdesk system using the proposed Solution device.	1	

G-17 Detailed Response:

Precinct Central is the only e-pollbook solution in the market that makes requesting help, tracking issues, and dispatching help a central capability using its "Election Response" module. The Touchpad allows poll officials to send messages in the form of a note or incident report. In addition, the console allows the County phone bank to accept calls from the field, perform basic troubleshooting, log the call and request a dispatch for serious issues. Election office management staff can monitor these messages and perform triage operations directly from the Console. To help expedite servicing of these tickets the system allows them to be:

- assigned to pre-determined categories
- assigned a severity level (major, minor, critical)
- assigned a status (reported, tech in transit, completed, etc)
- flagged to require on-site assistance

Using this integrated module, election office staff can send a status back to the poll official, send a support tech if needed, monitor issues on a map-based interface, and report on the issue status. Techs can view and respond to issues on a mobile website. The technicians using a smart phone can provide intermediary statuses like "En Route", "On site" etc. The mobile web site is also capable of providing the GPS location of the field technician greatly assisting dispatch managers in making dispatch decisions.

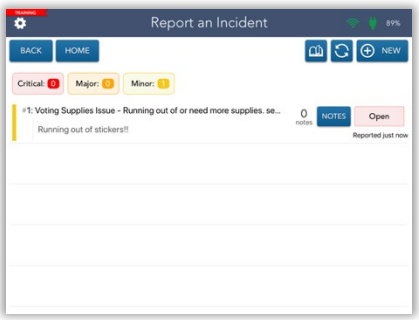


Figure 25: Reporting an Incident from the Touchpad

Integration	G-18	Ability for the Solution to securely exchange information with EIMS, the Election Management System (EMS) used in Santa Barbara County. Please describe specifics on how the Solution will integrate with the County's EMS. Include a network diagram. Include specifics on anywhere the data will be stored. Include the protocols and ports that will be used to transmit data. Include the types of network connections that are supported on the devices (such as Wi-fi, etc.) Include any other relevant information.	1	

G-18 Detailed Response:

The Precinct Central Data Studio is the data management engine of Precinct Central. This component is capable of managing large data sets and aggregating and loading data from different systems. The Data Studio is architected to be extremely flexible and facilitate data load in large and complex environments. Tenex has integrated with DFM EIMS in Santa Barbara County, Californias and is familiar and able to interface with the system in real-time in both directions and would provide a very easy and seamless process for Santa Barbara.

The process for loading voter record files onto the electronic poll books (ePB) can be broken down into a few steps: data file processing, data proofing, data package creation, and data package download, incremental data updates

Step 1: Data File Processing

Data file processing involves making "Level-0" data files available on the Precinct Central Server and processing the files through the Data Studio scripting engine. The data files are created from the source voter registration system and are loaded at the click of a button. The data files are automatically extracted and transferred to the Console for data conversion. The time for completing the file transport to Precinct Central will depend on network bandwidth at the County and the size of the files to process. Processing and loading the data files to the Precinct Central database is quick and efficient. The Level-0 data file processing is only required to be done once per election. After this stage, the data is available to be proofed with various scorecards and reports.

Step 2: Data Proofing

Data proofing is an important step in the process to assure that all data is accurate and current. Precinct Central has one of the most advanced, detailed, and comprehensive data proofing reports and scorecard views. These tools will assist the administrators in ensuring the accuracy of the data by presenting several data summary reports as well as highlighting any potential erroneous data. The data validation scripts can be customized to track data issues that may be endemic to the jurisdiction. For example, some data may be prone to having malformed or incorrect date elements; the validation scripts can be customized to help identify this data issue.

Step 3: Data Package Creation

Once the data has been proofed and validated for accuracy and corrected, a data package can be created. This step involves transforming the data on the server into a compact format that is readable on the Touchpad.

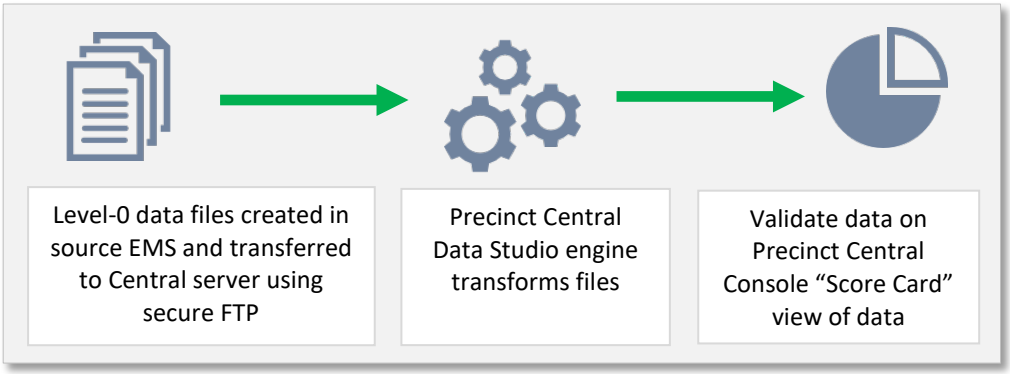


Figure 26: Data Life Cycle - Level-0 Data Load Steps

Step 4: Data Package Download

The data package is now ready to be distributed to the individual Touchpads. This process can be initiated in two different ways:

- **Manually from each Touchpad –** An administrator/warehouse personnel can bring up each Touchpad and manually start the data download.
- **Over-the-Air push mechanism –** Using an advanced data-push mechanism directly incorporated into Precinct Central, an administrator can select/schedule data pushes directly from the Precinct Central Console. Touchpads on the network will automatically detect the message and start the process of downloading the data package.

The speed at which the data is downloaded will depend on the network bandwidth available at the offices and where the data is being downloaded from. The data package can be downloaded directly from the Precinct Central or server from a local cache box. Generally, a cache box is preferred for very large datasets.

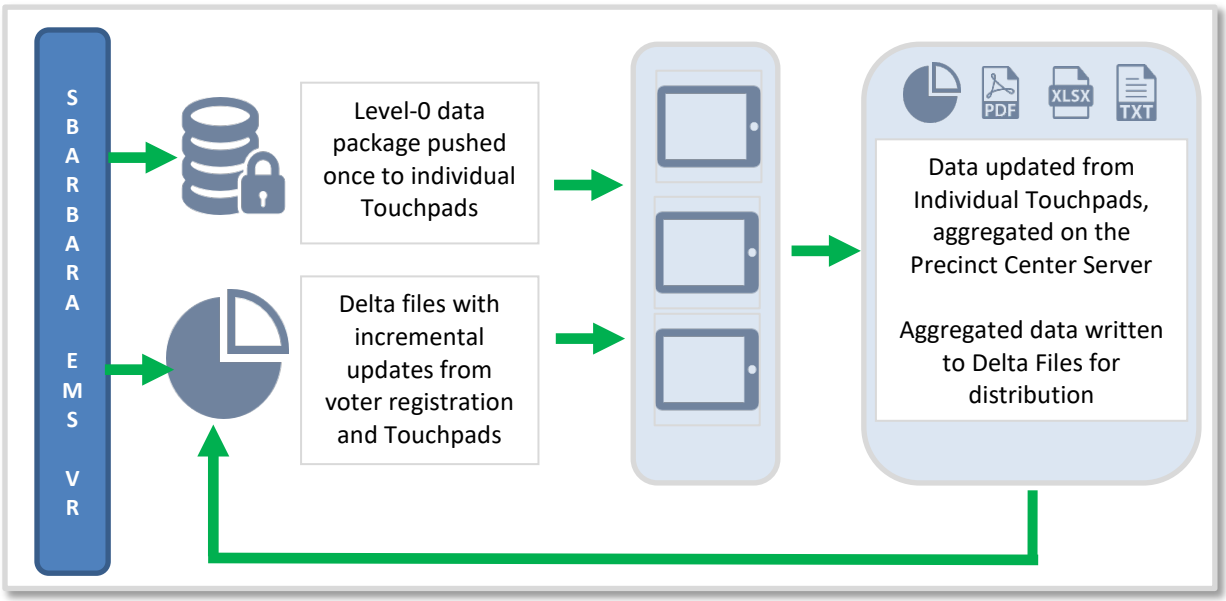
- Local 'Cache Box' – These are small servers/VMs that can host the data package and service clients request for secure ftp of the package. A small number of these servers/VMs can provide large throughput with multi-dns round-robin method
- Cloud Server – The Precinct Central cloud server can act as the source for all Touchpad downloads, but the speeds will be heavily dependent on the internet connection speeds and can be impacted by the activity of the rest of the network.

Step 5: Incremental Data Updates

Updated voter registration information is first loaded in Precinct Central from the voter registration system using an incremental file based or direct access API interface. The data files received from the voter registration system are termed "journal files". Journal files can be setup to run automatically or can be manually loaded on demand by an administrator.

Once the journal files are processed, updates of the voter data to Touchpads can be in several ways. The most seamless method is to use near real-time updates through the internet. Secure Internet updates are accomplished by the Precinct Central platform in a completely secure, transparent, and non-intrusive way so the poll workers do not need to be aware of changes in the background while they are performing check-ins.

The update process depends on a WiFi connection and the Touchpads individually monitor the changes (called delta files) and download them in chronological order. While this process is transparent at the precinct, it is visible to the office. Touchpads can be monitored to make sure all are receiving data updates and any that are behind for any are quickly visible.



Reliability	G-19	Ability for the Solution to function when network connectivity is lost. This will require it to store a local version of the electronic list of registered voters to serve as a backup. When network connectivity is restored, the queued transactions must be transmitted, and missed transactions from outside the voting location must be received.	1	

G-19 Detailed Response:

The Precinct Central system was architected to be completely independent of any connection to a remote database. This approach eliminates not being able to lookup voters when wireless broadband (cell phone) connectivity is sporadic or weak or completely not available. A few of the salient features of the Precinct Central data architecture are:

Local Database: The voter registration database for the entire County resides locally on individual Touchpad units for the duration of the election. This ensures voter check-ins can continue even if any connectivity is lost. There is no dependence on a central database that must be accessed remotely.

Store-and-Forward: The Touchpads employ a store-and-forward methodology for synchronizing local updates with the central database. All updates completed on individual Touchpad units are stored in the local database and continuously synchronized with the central database. Each local transaction is tracked to completion to ensure that the information has been properly updated. Using this architecture allows data to be stored locally and synchronized as soon as network connectivity is available.

Sideways Communication: The Precinct Central Touchpad devices in one location are constantly communicating and synchronizing over a secure wireless and Bluetooth network, forming a peer-to-peer network type communication termed "sideways communication." Sideways communication does not require a master electronic poll book in the location - all devices share information identically. This ensures that there is no one single point of failure and allows adding / replacing Touchpad units as needed with ease.

- Information shared across devices includes:
  - All voter check-in details
  - Voter signatures
  - Address and other Voter updates
  - New voters

- Communicating information in a real-time peer-to-peer network synchronized manner ensures:
  - data redundancy by having a data backup on each device
  - there is no single point of failure as would be in a hub-and-spoke model
  - voters can check-in on any device
  - voters cannot be checked in more than once
  - new devices brought into the precinct can quickly be caught up with precinct election data

Data Updates from Central Server: A central server hosts the data and receives continuous updates throughout the election from all voting locations and potentially from the County EMS. These updates are made available in the form of “delta” or changes files and individual Touchpad units pull these updates through out the day to update the local database residing on each Touchpad. In the event network connectivity is lost, the Touchpads are unable to download the data from the central server. However, each Touchpad is aware of how much data has been download and is able to pick right backup up as soon network connectivity is available.

Reliability	G-19 cont.	Voters should be able to fully complete the voting process when there is no network connectivity. Describe how this is supported by the proposed system.	1	

G-19 cont. Detailed Response:

The Precinct Central system was architected to be completely independent of any connection to a remote database. This approach eliminates not being able to lookup voters when wireless broadband (cell phone) connectivity is sporadic or

weak or completely not available. A few of the salient features of the Precinct Central data architecture are:

Local Database: The voter registration database for the entire County resides locally on individual Touchpad units for the duration of the election. This ensures voter check-ins can continue even if any connectivity is lost. There is no dependence on a central database that must be accessed remotely.

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Reliability	G-20	Ability to handle large volumes of transactions. The Solution must be able to handle over 500 transactions coming from each of the 100 voting locations and up to 10 Satellite Offices. It also must handle over 30,000 transactions, resulting from returned vote-by-mail ballot activity in the central office. It must also handle voter registration updates that occur during the voting period. Please describe the capacity of transactions that can be processed in near real time, and the protections in place in order to prevent the Solution from being “overloaded.”	1	

G-20 Detailed Response:

Precinct Central has been architected specifically to handle the data handling needs of large jurisdictions. The very first implementation for Precinct Central was Palm Beach, FL which has close to approximately 1 million registered voters. The solution has been architected to facilitate real-time communications handling all data transactions related to voter updates at the central office as well as voter check-ins from the voting locations. Palm Beach has deployed 3,700 Touchpads for both the two-week early voting period and on election day. Since then, Tenex has implemented large

implementations such as Dallas County, TX (4,500 units) and the State of Kentucky, (5,500 units).

A county the size of Santa Barbara County, CA will have the following data characteristics:

Initial Data Load: An initial data package called a "Level-0" data package is created for loading data onto electronic poll books. This data package is in a format that is readable on the Touchpads and is compatible with the Apple iOS operating system. The time it takes to load data on each Touchpad will depend on the size of the dataset and network bandwidth. Tenex created the over-the-air push mechanism specifically for the unique needs of large implementations. As the only vendor that has developed and implemented this functionality, Tenex is committed to improving the experience and solving the issues experience of large implementations. Over the air downloading streamlines workflow while reducing the manual work involved in traditional database download processes. From past experiences we assume Santa Barbara County will experience 1-3 mins/Touchpad with multiple Touchpads (up to 10) downloading concurrently.

- Incremental Data Uploads: A typical installation of the size of Santa Barbara County has the following characteristics for real-time updates:
    - Updates from Santa Barbara EMS and State voter registration system are at 5-minute increments.
    - Updates are then rolled into delta files and downloaded to Touchpads in a batch of 200 transactions
    - Touchpads are constantly updating the data every 2-3 minutes.
    - Each Touchpad has been benchmarked to process three files of 200 transactions every two seconds for a total of 18,000 transactions a minute.
    - The typical update time for the above loosely coupled activities is around 3 minutes. The system is deliberately architected to be optimal with respect to time to update, data usage minimization, and reliability of data. The careful optimization allows no degradation of user/voter experience.

- The data is continually being updated in a "live" almost real-time manner. The frequency of data updates can be configured at each touch point. Generally, the parameters would be set-up as follows:

- Frequency of data changes from voter registration: 5 minutes
- Frequency of delta files preparation: 30 seconds
- Frequency of iPads requesting and processing changes from delta files: 20 seconds

Reliability	G-21	Ability for battery backup in the event of a power failure. Please describe how your Solution would handle a power failure, including the length of time solution can run.	1	

G-21 Detailed Response:

The individual system components of Precinct Central Touchpad can operate for several hours when there is no power.

iPad: The iPad is an all-day device and can operate with the onboard battery for up to 10 hours. In addition, there is an optional external battery pack available that can be used to further extend the battery life.

Printer: A printer model with an optional battery pack is available if desired.

MiFi: The MiFi units have been chosen to provide a single button turn-on that sets up the local network and can sustain data transfers for at least 4 hours on battery alone.

Security	G-22	Ability of the Solution to encrypt all the voter registration data, the data stored on the device, and data being transmitted. Describe the encryption type and levels.	1	

G-22 Detailed Response:

Precinct Central follows tight industry standard encryption and authentication methods to keep voters' personal information safe and encrypted. The layered approach employed by the Precinct Central platform ranges from a hardened operating environment to the encrypted voter data on the disk making it possible to satisfy the voters' expectation of safe and secure handling of their information:

- Industry standard SSL/TLS
- Verified host authentication with COMODO SSL

- Apple code signing with Enterprise Deployment Method meaning no App Store visibility to prying eyes
- HTTPS/secure web-sockets based architecture
- Replication at the same site (sideways communication)
- Off site, cloud-based backup (central server communication)
- Data entering and exiting the Precinct Central Touchpad is fully encrypted. Precinct Central's communications module employs secure web-sockets based architecture, industry standard SSL/TLS, and WPA2 wireless encryption and a Tier-I Certificate Authority for all encryption.

In addition to data being encrypted while being exchanged, the data is stored in an encrypted medium (at rest) to prevent unauthorized access.

Security	G-23	Ability to produce a list of audit records that reflect all actions of the system, including in-process audit records that display all transactions. Such audit records shall be able to be exported in non-proprietary, human-readable format, and stored in a separate location other than the device.	1	

G-23 Detailed Response:

Audit Logs - Precinct Central includes extensive auditing capabilities at many different levels, which include:

- *Device auditing:* all operations performed on the Touchpad specific to device management are logged locally on each device. These include, for example, device registered, database package downloaded, and database package deleted.
- *Election auditing:* the opening and closing procedures on each Touchpad are recorded in an audit log. Each time users log in or log out, the information is recorded in audit logs. The heartbeat communication information available on the central server maintains a running log of log-in/log-out information as well.
- *Ballot accounting/auditing:* all ballot information (i.e. ballots delivered, ballots used, ballots spoiled) is available in a reportable and printable format.
- *Transactional auditing:* Precinct Central includes extensive details and tracking for each transaction processed through the system. Information includes:
  - The poll worker that processed the transaction
  - The start and end times
  - The voting location
  - How the voter was searched (using driver's license or other ID)

Data tracked for reporting - The metadata tracked by Precinct Central forms the basis of data analysis and facilitates the discovery of relevant information about an election. By tracking this metadata, Santa Barbara County will be able to better describe, explain, retrieve, use and manage relevant election and voter and performance information. Precinct Central tracks and saves metadata at every step of system operability:

- Voter Demographic and Contact
  - Name, Birth date, Age, Race, Gender, Mailing address
- Geographic Election Jurisdictions
  - Voting location, voter geographic district info, voter address, Postal code, City code
- Chronological Audit
  - Voter check-in, voter transfer/re-direct, voter address/information update, Database download details, Database removal details, Device registration details, abandoned voter transactions, Spoiled ballot information, Ballot type, Software version, Operating system version and the operator
- Productivity
  - Operator name, voters searched and how searched, Transaction start and end times (Transactional window), Server time stamp, voter check-in details, Location, Party affiliation, Precinct/location, voter signature, Database data load version

Exportability – Precinct Central captures detailed information for all processes and makes all data elements available for easy reporting in summary and detail formats. All data elements are exportable into Excel, txt, and PDF formats directly from the system.

Security	G-24	Desirable: Ability to only allow pre-approved, specific devices to be connected to the Solutions network. Other devices that are not pre-approved for the election should not be able to be connected. Describe how the proposed system has the ability to do this.	1	

G-24 Detailed Response:

Single purpose device: The recommended hardware configuration for a Touchpad makes it a single purpose device with no ability to connect and view unauthorized content, install/run apps that are not needed, and be able to remotely lock and wipe the information if necessary due to loss/theft. The Touchpads are managed under an MDM called profile manager and are capable of installing profiles that restrict the use of popular apps like Netflix, YouTube etc. Restrictive profiles also remove almost all Apple default programs such as Siri, Game Center etc. making it a device that exclusively performs voter check-ins and forms the foundation of a secure computing environment.

Pre-authorized networks: Wireless networks are pre-authorized preventing attempts to get Touchpads to connect to unknown networks. If a device does incorrectly connect to a network that is not pre-authorized, this information is readily visible on the Console and the admin alerted.

Pre-registered Touchpads: All valid Touchpads are required to be registered within the Precinct Central framework specific to each county. Only registered Touchpads can communicate and participate in a precinct, and view/modify the data. Unauthorized attempts at using the software to infiltrate will not be able to cause damage because they cannot authenticate to complete registration.

Security	G-25	Ability for audit logs to indicate any tampering or unauthorized access to the Solution. This should include compromised data or system intrusion.	1	

G-25 Detailed Response:

Audit logs are kept on both the server and Touchpad application sides of the Precinct Central solution. Servers are consistently monitored for unauthorized users, unknown IP addresses, and malicious entry attempts. These actions are saved and logged for auditing. Precinct Central keeps a full audit log of operations performed on the system. Operations that are saved include, but are not limited to:

- Poll official log-in name and time of poll official log-in and log-out
- When a database is downloaded or removed
- Any voter that is searched (even if that voter is not checked-in)
- Device lock and unlock time and user information
- Voter transactions including regular check-ins, provisional ballots, spoiled ballots, address changes, name changes, transfers
    - Poll official that completed each transaction
    - Time each transaction began and ended
    - All voter record information
- Total transaction times for each transaction

Each operation saved on the system is accompanied by the user that performed the operation, the Asset ID of the device the operation occurred on, and the voting location the operation occurred in. The Touchpad keeps a full log of these operations locally on the Touchpad, which can be viewed and filtered. This log can be sent to the Precinct Central Console for easy viewing and archiving.

Precinct Central creates several log files.

- *Device Logs:* This log file keeps information on the Touchpad device. Transactions that are logged here include the downloading of a database, removal of a database, and/or a parameter change.
- *General Logs:* The general log contains a log of all transactions that happen on the device. This includes a log of every voter that was searched, unlock/lock transactions, and when a user logs in or out
- *Abandoned Transactions:* This log keeps track of all check-in transactions that were "abandoned" before the voter was successfully checked-in. This means that the poll worker followed the transaction all the way through until the "Issue Ballot" step, and then backed out or hit "HOME." This transaction is saved separately and is helpful to troubleshoot ballot accounting errors.
- *Check-In Logs:* The Check-In Logs displays a detailed report of every voter check-in that was completed on the device. This log shows the voters name, check-in type, transaction time, ballot style and stub, and more.
- *Check-In Totals:* The Check-In Totals displays a "ballot accounting" overview of check-ins broken down by ballot type, ballot style, and precinct.

Security	G-26	Ability for the Solution to remain secure for future elections. Describe how the Operating System is patched. Describe which malicious detection tools can be loaded. Describe the typical lifecycle of the current operating system and if there is an Long-term support (LTS) version.	1	

G-26 Detailed Response:

As the Precinct Central Touchpad evolves, updates and patches are added to the solution. Tenex understands the time-critical schedule of elections and works to integrate releases based around making sure the software components are ready for deployment well ahead of the beginning of the training for an election. Security patches are implemented as made available by Microsoft or Apple depending on the patch. Server CIS images are set-up to automatically install security patches as they are made available except for during the 30 days before and after an election event. During those periods, Tenex personnel have automatic monitoring emails and texts delivered when security patches are made available and evaluate the patch, it's need, and the repercussions of installing it or not installing it (if any) before applying the patch. Counties are informed if any down time will occur and are also informed of patches and their needs.

Security	G-26 cont.	If an LTS version exists, describe the typical length of time in which the company/developers support it. How do you maintain your State certification?		

G-26 Cont. Detailed Response:

As the Precinct Central Touchpad evolves, updates and patches are added to the solution. Tenex understands the time-critical schedule of elections and works to integrate releases based around making sure the software components are ready for deployment well ahead of the beginning of the training for an election. Security patches are implemented as made available by Microsoft or Apple depending on the patch. Server CIS images are set-up to automatically install security patches as they are made available except for during the 30 days before and after an election event. During those periods, Tenex personnel have automatic monitoring emails and texts delivered when security patches are made available and evaluate the patch, it's need, and the repercussions of installing it or not installing it (if any) before applying the patch. Counties are informed if any down time will occur and are also informed of patches and their needs.

Tenex remains in constant contact with the State of California to ensure that all changes and applicable updates abide by all California regulations or if particular items will require an update in the current certification status.

Security	G-27	Ability for the Solution to have secure logins for staff. Describe how staff logins are managed, and if they are managed centrally. Describe the ability for the County to define password complexity requirements.	1	

G-27 Detailed Response:

Precinct Central has a robust infrastructure that allows for multiple level access including admin, basic, troubleshooting and warehouse. Each provides access to different parts of the system, starting with full control with admin's. All system changes are logged and timestamped for auditing purposes.

Precinct Central Touchpad Application Login Passwords

- The Touchpad has five different passwords that can be setup and used based on system configurations. Tenex recommends strong password policies for customer facing passwords including:
  - Each password should be different.
  - The passwords should be changed every election.
  - The admin password should not be provided to anybody other than the county admin staff.
  - A strong password scheme should be used:
    - At least 12 characters long
    - Use a non-dictionary word
    - Should consist of a combination of lowercase letters, uppercase letters, numbers and special characters.
  - Election workers should logout of the application when not in use.

Precinct Central Console Passwords

- The Console website requires a valid user login. The logins are assigned to security groups based on the user authorization level. Tenex recommends that each Console user have their own individual username and password login to track individually made changes. Tenex recommends strong password policies for the Console user access including:
  - Each user accessing the system should be assigned a unique login ID.
  - Passwords should be changed every 30 days.
  - User access should be limited to basic viewing privileges if administrative update access is not required.
  - The passwords should be changed every election cycle.
  - A strong password scheme should be used:
    - At least 12 characters long
    - Use a non-dictionary word
    - Should consist of a combination of lowercase letters, uppercase letters, numbers and special characters.
- Passwords are stored using an encrypted and hashed scheme
- After two incorrect login attempts, passwords are disabled and can only be reinstated by an admin user.

Security	G-28	Ability to support cellular LTE connections. Describe if the solution will be able to be used with a Private Mobile Connection solution over a WAN/MPLS.	1	

G-28 Detailed Response:

The Precinct Central solution supports cellular LTE connections from any major wireless provider. This network connection is used to provide real-time connectivity to the office for monitoring as well as to keep all countywide devices in sync as voting continues over the early voting period. For in-office voting, the in-office wireless network can be used or a dedicated ePollbook network can be created.

Security	G-29	Ability for the data exchange to remain secure. Describe how the exchange of data of the Solution is being done securely from end to end.	1	

G-29 Detailed Response:

Precinct Central follows tight industry standard encryption and authentication methods to keep voters' personal information safe and encrypted. The layered approach employed by the Precinct Central platform ranges from a hardened operating environment to the encrypted voter data on the disk, making it possible to satisfy the voters' expectation of safe and secure handling of their information. A few of the technologies and processes around the safety and integrity of the information include:

- Industry standard SSL/TLS
- Verified host authentication with COMODO SSL
- Apple code signing with Enterprise Deployment Method meaning no App Store visibility to prying eyes
- HTTPS/secure web-sockets based architecture
- Replication at the same site (sideways communication) - off site cloud-based backup (central server communication)

Data entering and exiting the Precinct Central Touchpad is fully encrypted. Precinct Central's communications module employs secure web-sockets based architecture, industry standard SSL/TLS, and WPA2 wireless encryption and a Tier-I Certificate Authority for all encryption.

In addition to data being encrypted while being exchanged, the data is stored in an encrypted medium (at rest) to prevent unauthorized access.

The Precinct Central solution implements the asymmetric key encryption everywhere data is exchanged. It also enforces encryption of data at rest in addition to hashing sensitive data. Critical information such as passcodes are never exchanged in clear text even over secure channels and hashing is employed for all configuration files on top of secure disk systems. All of the web-based components are based on SSL/TLS standards with web servers configured to simply not respond to http requests.

Precinct Central was built from the ground-up to be a state of the art, secure, near real-time system that satisfies the needs of voter convenience while preserving the integrity and safety of the voter information. The system fully complies with all State and Federal privacy laws in handling sensitive CPI information. While a significant portion of the information used by the electronic pollbooks is public information, the Precinct Central platform fully acknowledges that information about any individual voter is of material concern and needs to be protected. A few examples of the how Precinct Central platform handles sensitive information is described below. This is for illustrative purposes only and is by no means meant to be comprehensive.

- The Precinct Central system does not use or store any highly sensitive data such as Social Security numbers of voters. Even if a source Voter Registration system provides that data, the Touchpads are not capable of storing that information in the table structures.
- The Apple iOS operating system and iPad hardware is one of the few mobile tablet platforms satisfying the strict FIPS 140-2 specification for security. The Federal Information Processing Standards (FIPS) are standards specified by the United States Government for approving cryptographic software. The FIPS standards specify the best practices and security requirements for implementing crypto algorithms, encryption schemes, handling important data, and working with various operating systems and hardware, whenever cryptographic-based security systems have to be used to protect sensitive, valuable data.
- All modules of Precinct Central (Touchpad, Console, and Data Studio) follow the strictest of data security hygiene. Starting with CIS 1.7 compliant operating system, use of perimeter firewalls and strict IT security delineation, Precinct Central is one of the most secure operating environments in the industry.

Security	G-30	Ability for the Solution to remain secure if lost or stolen. Describe other remote management and security features, such as the ability to remotely wipe the device, ensure encryption, and how to prevent unauthorized access in this scenario. Ability to support a Mobile Device Management solution, which includes these features.	1	

G-30 Detailed Response:

One of the security features of the Apple platform is the ability to use mobile-device-management (MDM) solutions to collectively manage the hardware deployment and ensure conformity and security across the platform. Using the Meraki platform, all iPads are configured with a standard profile. This profile disables all unnecessary functions of the iPad and restricts unauthorized users from gaining access to the device. Profile manager allows remote wiping of the device, placing the device in a lost / stolen mode, and GPS tracking the device's location.

All Touchpads deployed for the County will be configured and placed under Meraki by Tenex.

In addition to the MDM functionality, Precinct Central Console includes a function to manage database deployment remotely, including deleting a database from any individual ePollbook on command from the Console. Deleting a database resets the unlock status thus effectively locking the EPB.

Usability	G-31	Ability to be user friendly for staff. Describe how a staff member can easily start the proposed device, successfully log in and verify that the device: – Has been set up correctly. – Is working correctly and able to verify the eligibility of the voter. – Is correctly recording, transmitting, and receiving that a voter has voted. – Has been shut down correctly when not in use.	1	

G-31 Detailed Response:

Setting up the Touchpad: Precinct Central electronic poll book platform is the simplest poll book to get started on election morning. The Touchpad requires zero assembly on the morning of the election. The poll worker simply removes the wireless MiFi device and powers it on. Then removes the printer (if applicable) and powers it on. And finally, removes the Touchpad from the transportation case, flips open the poll book (already in the flip n share stand), and powers it on. The poll book is now ready for use. It's that easy. No assembly required. It takes less than two minutes for the complete setup election morning.

Logging-in and Verifying Setup: Once the software is started, an easy step-by-step wizard walks the poll worker through the login process. This involves providing the poll worker name, passwords if required, and the voting location (if the device is not pre-configured for a location). The login process also verifies printer connectivity and if printers are used, allows the poll worker to test and verify that the printer is online and operational. Once logged-in, the poll workers can verify that the Touchpad is properly configured for the correct voting location and is properly transmitting information.

The Touchpad Home screen displays the system health status at the bottom at all times. The information displayed includes the

- Touchpad identification information (Asset ID and Device ID)
- Voting location where logged in
- Poll worker name and login-level
- Number of registered voters for the County and the specific voting location (specific voting location will not display in voter center mode).
- Number of check-ins County wide and at the current voting location.
- Batter status and network connectivity (the battery status and system connectivity information is also available in the header bar of each screen).
- Sideways communication status – This indicates if devices at the location are communicating properly.
- Printer status – If a printer is required, the printer status area will display which printer the Touchpad is connected to and allow the user to test the printer.
- Delta file status – If central server communications are turned on, the delta file status indicates whether the Touchpad is synching properly with the central changes or not.
- Gear Menu – The gear menu available in the upper left-hand corner of each screen displays and wealth of additional information to verify proper setup. This provides more detailed information on the health status, such as which database is downloaded, which network is connected, screen brightness, and volume.

Figure 27: Touchpad Home Screen

Logging-out and Closing the Election: Once the election or the voting day is over, the poll worker simply selects the Logout and Close Election option. This process walks the poll worker through a final password process (if required) and does a final synchronization with the central server. At the end of the process, the user arrives at a lock screen where detailed information is displayed about how many check-ins have been completed for the location and the Touchpad. Information is also displayed on the central server synch status and if there are any transactions pending to the updated. Transactions will only be pending if for some reason connectivity is not available.

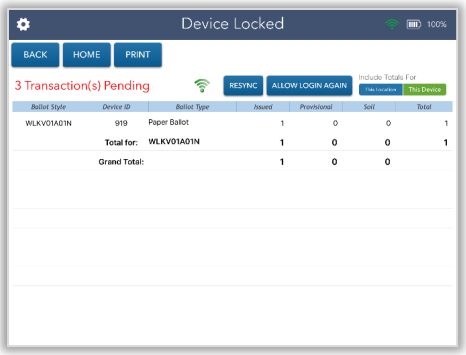


Figure 28: Touchpad Device Lock Screen

Packing up the Touchpad: After election closing, the equipment breakdown process is as simple as the election setup. Precinct Central Touchpad does not require any disassembly at the close of the election. The poll worker will power down the MiFi device, printer (if applicable) and Touchpad. Then close Touchpad in the Flip & Share stand (like a book) and return the items to the transportation case for safe secure transport back to the election office/warehouse. It takes less than two minutes for the complete disassembly election night.

Usability	G-32	Ability for the Solution to enable voters to quickly check in and begin voting. Describe how it aids in the speed and flexibility in the check-in process. Please describe how a Polling Place staff member can quickly look up a voter, have the voter sign, and update the voter's record. Please describe if a label can be generated with information on the voter (i.e. name, party preference or party selection if applicable in cross-over elections, precinct, ballot type, language). Please identify what can be printed.	1	

G-42 Detailed Response:

The Precinct Central Touchpad has been deployed in many large elections and deployments including the 2016 Presidential Election and 2018 Gubernatorial election. With millions of transactions completed on the Touchpads and the extensive logging of transaction times, Tenex has been able to analyze the average check-in time across various jurisdictions. Tenex has found that on average, a voter can be checked-in in 32 seconds. With two devices being used at the same time, about 4 voters could be checked-in per minute. That means across a 9-hour period, 2,160 voters could be processed on two devices. Precinct Central can easily meet the requirement to process 1,000 voters across a 9-hour day.

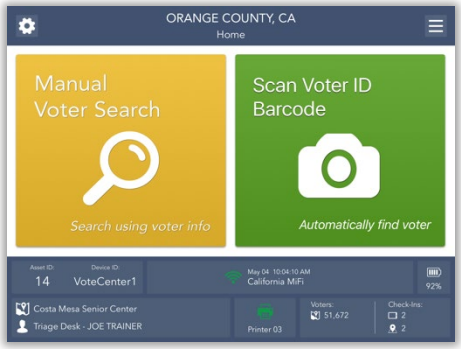
Precinct Central provides a guided step-by-step process for the poll worker ensuring even the complicated scenarios and exception cases can be correctly and efficiently managed. The workflow processes available in the system can model exception cases like address changes, voters with absentee requests, voter at wrong location, voter needing assistance, and many more.

The example detailed below is for a "sunny-day" check-in process. There are other value-added features that can be turned on in the check-in process if desired or if legislation and business processes change. Some of these are:

- Ballot-stub scanning for validation
- On-screen capture of poll worker initials with every check-in
- Printing of a Check-In Slip

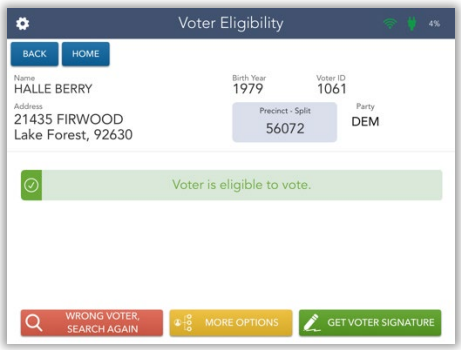
Step 1: Search for the Voter

Search for the voter using the green SCAN VOTER ID BARCODE button or yellow MANUAL SEARCH button



Step 2: Verify the Voter's Eligibility

Once the voter's record has been found, verify the voter's eligibility by checking for any red messages/flags on the screen. If the voter is eligible to vote, touch GET VOTER SIGNATURE.



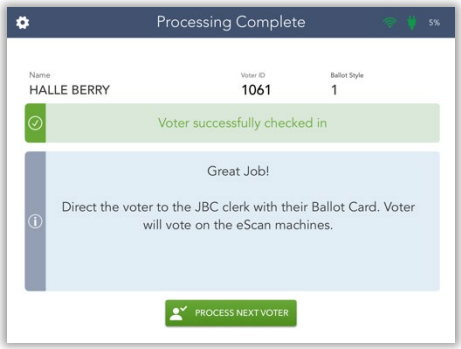
Step 3: Capture Voter Signature

The screen will flip automatically. Flip the flip & share stand towards the voter and have the voter sign on the screen.

Step 4: Issue the Ballot and Complete Process

Ballot will print to the BOD printer. Touch ISSUE BALLOT and the processing complete screen will appear.

The voter is successfully checked-in. Touch PROCESS NEXT VOTER to go back to the Launchpad and process your next voter.



Security Requirements (Section S) This section has been redacted.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $ **621,000.**

B. Unless and expense is approved in advance by COUNTY, TENEX shall be responsible for all expenses incurred while performing services under this Agreement.

C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A – Statement of Work including Attachment 1,** as determined by COUNTY.

D. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

TENEX shall invoice to the COUNTY based on the following payment deliverable schedule:

Payment Deliverable Schedule

Deliverable Name	Deliverable Description and Acceptance Criteria	Estimated Due Date	Invoice Amount
Project Commencement	For purchase of Ipad hardware and facilitate the Planning, Analysis, and Design phase of the project.	Upon Execution of Contract	$243,900
Hardware/Infrastructure Setup, Delivery and Acceptance	When equipment has been delivered and acceptance tested by county.	Written Acceptance Completed	$87,800

Deliverable Name	Deliverable Description and Acceptance Criteria	Estimated Due Date	Invoice Amount
Printers, Power Banks Consummables and Charging Cart Setup, Delivery and Acceptance for	When printers and carts have been delivered and acceptance tested by county.	Written Acceptance Completed	$89,350
Final Rollout and Election Support	When system configuration, testing, training are completed and accepted and complete Solution has been used in an Election.	Following successful completion of First Election using full Solution.	$87,150

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Annual Software License and Maintenance Fee (Post-Implementation)

TENEX shall invoice to the COUNTY Annual Software License and Maintenance Fee of $125.00 per ePollbook on the 1st, 2nd and 3rd anniversary of this Agreement. Estimated Annual Software License and Maintenance Fee is $37,500.00 based on 300 poll books.

Post-Implementation Support Cost Table

Warranty Category	Warranty Period (Years)	Post Warranty	Total
Operations Support	4	Included in Annual Maintenance	Included in Annual Maintenance
Maintenance	4	Included in Annual Maintenance	Included in Annual Maintenance
Application/Software Support	4	Included in Annual Maintenance	Included in Annual Maintenance
Hardware Maintenance	- iPad – warranty included for 1-year, additional warranty extra - Epson printer – 4-year warranty included - Carrying case and flip and share stand – 4-year warranty included	Additional warranty for iPad - $99 per device for 3 years	Included

EXHIBIT C

Indemnification and Insurance Requirements
(For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.