

# BOARD OF REGISTRATION AND ELECTIONS BOARD RETREAT AGENDA

August 20, 2022 10:00 AM Porter Sanford

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# AGREEMENT FOR PROFESSIONAL SERVICES DEKALB COUNTY, GEORGIA BOARD OF REGISTRATION AND ELECTIONS PROJECT NO.: \_\_\_\_\_

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022, (hereinafter called the "execution date") by and between Dekalb County Board of Registration and Elections, organized under the laws of the State of Georgia, located at 4380 Memorial Drive, Decatur, Georgia 30032 (hereinafter referred to as the "County BRE"), and Profile Marketing & Public Relations, LLC, a corporation organized and existing under the laws of the State of Georgia, with offices in Lilburn, Georgia (hereinafter referred to as "Consultant"), shall constitute the terms and conditions under which Consultant shall provide communication services to the County BRE that include an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the November 2022 election.

#### WITNESSESTH:

**WHEREAS**, County BRE desires to retain a qualified and experienced Consultant to provide professional communication services that includes an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the November 2022 election (the "Project"); and

**WHEREAS**, Consultant has represented to County BRE that it is experienced and has qualified and local staff available to commit to the Project and County BRE has relied upon such representations, and has successfully engaged Consultant for communication services for previous election cycles.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, the County BRE and the Consultant hereby agree as follows:

#### ARTICLE I. CONTRACT TIME AND TERM

The Consultant shall commence the Work under this Contract within one (1) business day from the execution date. Contractor shall fully complete the Work by January 22, 2023. The Contract Time may be extended only by Change Order approved and executed in accordance with the terms of this Contract.

#### **ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the County BRE shall pay the Contractor the Contract Price, which is an amount not to exceed <a href="Two Hundred Twenty-Two Thousand Five Hundred Dollars and No/100ths">Two Hundred Dollars and No/100ths</a> (\$222,500.00), unless changed by written Change Order in accordance with the terms of this Contract. The term "<a href="Change Order">Change Order</a>" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Consultant or the Contract Term, as adopted and approved by Consultant and the County BRE in accordance with the express terms of this Contract.

The term "consulting fees" includes all of Consultant's billable expenses related to media relations, communications, collateral creation, graphic design, crisis communications, strategic planning and plan development, and staffing and development. The total consulting fees from the execution date through January 22, 2023 shall be in an amount not to exceed One Hundred and Sixty-Two Thousand Five Hundred dollars and No/100ths (\$162,500.00). The total amount of additional expenses from the execution date through January 22, 2023 shall be in an amount not to exceed Sixty Thousand dollars and No/100ths (\$60,000.00). Consultant shall bill for consulting fees and additional expenses monthly and payment is to be made no later than thirty (30) days after submittal of each disputed invoice.

Original invoices must be submitted to:

DeKalb County, Georgia
Department of Finance – Accounts Payable
1300 Commerce Drive, 3<sup>rd</sup> Floor
Decatur, Georgia 30030

Keisha L. Smith, Executive Director DeKalb County Voter Registration and Elections 4380 Memorial Drive, Suite 300 Decatur, Georgia 30032

#### ARTICLE III. SCOPE OF WORK

The term "Work" means all services including, but not limited to communication services for developing and implementing an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the November 2022 election. The full

description of services is more specifically identified in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

#### **ARTICLE V. DELIVERABLES**

Consultant shall deliver to County BRE periodic reports not less than monthly which shall document progress towards the fulfillment of the deliverables specified in Exhibit B, Project Deliverables, which is attached hereto and incorporated herein by reference. Such reports shall be due to the County BRE by the 1<sup>st</sup> of each month or more frequently as agreed by the Parties and furnished in a form that is acceptable to and usable by the County BRE. Consultant shall cooperate with County BRE to prepare any additional reports as may be required by the County BRE.

#### **ARTICLE VI. GENERAL CONDITIONS**

- A. <u>Accuracy of Work.</u> Consultant shall be responsible for the accuracy of the Work and any error and/or omission made by Consultant in any phase of the Work under this Agreement.
- B. Additional Work. The County BRE shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County BRE in the manner required by applicable law and/or the terms of this Contract. The County BRE may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Consultant. Consultant shall proceed with the performance of any changes in the Work so ordered by the County BRE unless such change entitles Consultant to a change in Contract Price, and/or Contract Term, in which event Consultant shall give the County BRE written notice thereof within fifteen (15) days after the receipt of the ordered change, and Consultant shall not execute such changes until it receives an executed Change Order from the County BRE. No extra cost or extension of time shall be allowed unless approved by the County BRE and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County BRE shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County BRE in the manner required by applicable law and/or the terms of this Contract.
- C. <u>Ownership of Documents</u>. All documents, including drawings, estimates, specifications, and data are and remain the property of the County BRE. Consultant agrees that the County BRE

may reuse any and all plans, drafts, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of Consultant and without any payment of any monies to Consultant therefore. However, any reuse of the documents by the County BRE on a different Project shall be at its risk and Consultant shall have no liability where such documents are reused.

- D. <u>Successors and Assigns</u>. The Consultant agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County BRE. If the County BRE consents to any such assignment or transfer, then Consultant binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County BRE and any person, or entity, other than Consultant.
- E. Termination of Agreement. Consultant understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County BRE may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the County BRE, elect to terminate the Contract by delivering to Consultant, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Consultant at least fifteen (15) business days prior to the effective date of termination. If Consultant's services are terminated by the County BRE, the termination will not affect any rights or remedies of the County BRE then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Contract before completion of the Work, Consultant will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County BRE. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.
- F. <u>Indemnification Agreement</u>. Consultant shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage

of any kind resulting from the Work, to persons or property, including employees and property of the County BRE. Consultant shall exonerate, indemnify, and save harmless the County BRE and DeKalb County, Georgia and any of their respective elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as the "County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Consultant shall assume and pay for, without cost to County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Consultant shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of County Indemnitee's sole negligence. As between County Indemnitees and Consultant as the other party, Consultant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Consultant's employees, agents, vendors, suppliers or subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of Consultant, vendors, suppliers, or subcontractors, or any of their officers, agents, servants, or employees. Consultant shall defend, indemnify, and hold harmless County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. Consultant expressly agrees to provide a full and complete defense against any claims brought or actions filed against County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. DeKalb County, Georgia has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County BRE or DeKalb County, Georgia, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone

other than DeKalb County, Georgia and the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- G. <u>Right to Audit</u>. The County BRE shall have the right to audit all books and records, including electronic records, relating to or pertaining to this agreement, including but not limited to all financial and performance related records and any documents or materials which support those records. Consultant shall maintain complete and accurate records of expenditures and services provided. Consultant shall allow an authorized representative of the County BRE to inspect, examine, and copy, and audit such records during regular business hours upon reasonable advance notice.
- H. Georgia Laws Govern. The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- I. <u>Venue</u>. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
- J. <u>Consultant and Subcontractor Evidence of Compliance; Federal Work Authorization.</u>
  Pursuant to O.C.G.A. § 13-10-91, the County BRE cannot enter into a contract for the physical performance of services unless Consultant, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. § 13-10-91 and any related and applicable Georgia Department of Labor Rule. Consultant agrees to sign an affidavit

evidencing its compliance with O.C.G.A. § 13-10-91. The signed affidavit is attached to this Contract as Exhibit C. Consultant agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Contract, Consultant will secure from each subcontractor an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed subsubcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit E.

- K. <u>County Representative</u>. Consultant shall report to the BRE and the Executive Director of the DeKalb County Department of Voter Registration and Elections ("the Director") concerning the Work under this Agreement. Payments to Consultant shall be made only upon itemized bill submitted to and approved by the Director.
- L. <u>Consultant's Status</u>. Consultant will supervise and direct the Work, including the Work of all subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. Consultant shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County BRE and Consultant shall be that of owner and independent contractor. Other than the consideration set forth herein, Consultant, its officers, agents, servants, employees, and any subcontractors shall not be entitled to any DeKalb BRE and/or DeKalb County, Georgia employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Consultant shall be by employees of Consultant or its subcontractors and subject to supervision by Consultant. No officer or employee of Consultant or any subcontractor shall be deemed an officer or employee of the County BRE. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of Consultant, not County BRE.
  - M. Georgia Open Records Act. Consultant will be expected to comply with the applicable

provisions of the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

- N. First Source Jobs Ordinance and Preferred Employees. Consultant is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-222 et seq., and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Consultant is encouraged by the County BRE and DeKalb County, Georgia to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171or in person at 320 Church Street, Decatur, Georgia 30030.
- O. <u>Business License.</u> Consultant shall submit a copy of its current, valid business license with this Contract if required. If Consultant is a Georgia corporation, Consultant shall submit a valid county or city business license. If Consultant is a joint venture, Consultant shall submit valid business licenses for each member of the joint venture. If Consultant is not a Georgia corporation, Consultant shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Consultant holds a professional license, then Consultant shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Consultant shall ensure that any insurance, license, permit or certificate submitted as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.
- P. <u>Sole Agreement</u>. This Contract constitutes the sole contract between the County BRE and Consultant. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County BRE and/or DeKalb County, Georgia either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County BRE as provided by law or in this Contract.

Q. <u>Attachments and Appendices</u>. This Contract includes the following Attachments and

Appendices all of which are incorporated herein by reference:

Attachment A - Scope of Work

• Attachment B - Deliverables

• Attachment C - Contractor Affidavit Under O.C.G.A. § 13-10-91

• Attachment D - Non-use of Subcontractors Affidavit.

R. Severability. If any provision of this Contract or the application thereof to any person or

circumstance shall to any extent be held invalid, then the remainder of this Contract or the

application of such provision to persons or circumstances, other than those as to which it is held

invalid, shall not be affected thereby, and each provision of this Contract shall be valid and

enforced to the fullest extent permitted by law.

S. <u>Notices.</u> Any notice or consent required to be given by or on behalf of any party hereto

to any other party hereto shall be in writing and shall be sent to the Director or to Consultant or

his authorized representative on the work site by (a) registered or certified United States mail,

return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service.

All notices sent to the addresses listed below shall be binding unless said address is changed in

writing no less than fourteen days before such notice is sent. Future changes in address shall be

effective upon written notice being given by Consultant to the Director of the DeKalb County

Voter Registration and Elections office or by the County BRE to Consultant's authorized

representative via certified first-class U.S. mail, return receipt requested. Such notices will be

addressed as follows:

If to County BRE: Keisha L. Smith, Executive Director

**DeKalb County Voter Registration and Elections** 

4380 Memorial Drive, Suite 300

Decatur, Georgia 30032

With a copy to: Chief Procurement Officer, Department of Purchasing and

Contracting

1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030

If to Consultant: Profile Marketing & Public Relations, LLC

**Attn: Erik Burton** 

5107 Bentwater LN SW

Lilburn, Georgia 30047

T. <u>Counterparts.</u> This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

**IN WITNESS WHEREOF,** this Agreement has been duly executed on behalf of the Parties hereto as of the Effective Date.

Profile Marketing & Public Relations, LLC

DEKALB COUNTY, GEORGIA BOARD OF REGISTRATION AND ELECTIONS

BY:	<b>by Dir.</b> (SEAL)
Signature	Signature
Name (Typed or Printed)	Name (Typed or Printed)
Title	Title
Federal Tax I.D.	
Date	Date
NOTARY:	NOTARY:
Subscribed and Sworn before me on this the day of, 2022.	Subscribed and Sworn before me on this the day of, 2022.
NOTARY PUBLIC	NOTARY PUBLIC
My Commission Expires:	My Commission Expires:

#### **EXHIBIT A**

#### SCOPE OF WORK

- 1. Working with the Executive Director of the DeKalb County Department of Voter Registration and Elections to establish goals and performance targets
- 2. Providing public statements/narratives/information through various methods of communication (See Deliverables in Attachment B) to educate voters in the following areas on how to participate in the November General Election:
  - a. Voter registration
  - b. Absentee voting
  - c. Early/Advance voting
  - d. Election Day
- 3. Providing statements/narratives/information to the public to encourage voters to vote early or absentee.
- 4. Increasing transparency and ease of access to information about the voting process by:
  - a. Providing content for use on website.
  - b. Engaging the public through the use of social media.
  - c. Contacting and engaging key community organizations and advocates to serve as proxy communicators and thereby share statements/narratives/information.
- 5. Proactively communicating with the media about elections-related issues.
- 6. Provide guidance, proposals and responses to inquiries to the Executive Director on establishing a permanent Communications & Outreach function in the department.
  - a. Organizational structure and position descriptions
  - b. Reviewing and recommending candidates
- 7. Provide DeKalb VRE with an updated tactical plan to improve ongoing communications and onsite communications support that advances the mission and vision the organization
- 8. Develop ongoing communications with DeKalb County stakeholders through email communications and by sharing public-facing content
- 9. Update and revise DeKalbVotes.com website to reflect relevant content for upcoming election cycles
- 10. Support all media relations efforts and coordinate with DeKalb County Department of Communications for all media-related matters
- 11. Coordinate media opportunities to advance key messages pertaining to upcoming election activities
- 12. Provide up to 3 DeKalb Board of Elections updates to outline progress, activities, and status of key deliverables
- 13. Maintain social media presence across all "DeKalbVotes" pages and handles.

- 14. Develop general tactical communications plan to approach key activities to Dec. 22, 2022.
- 15. Update all outdated materials to reflect current information that aligns with DeKalb County's brand standards
- 16. Provide stakeholder engagement communications as needed and work to expand the stakeholder database
- 17. Leverage County's owned media channels and resources to share DeKalb VRE messages and information with a broader audience
- 18. Provide ongoing executive-level media training and preparation for all media-related activities
- 19. Communicate major dates to remember, public safety guidelines and other key messages as directed by DeKalb VRE's executive team
- 20. Support on-site activities for planned media relations activities and interview opportunities
- 21. Coordinate with DeKalb County COO, COS, and other senior leadership to develop messaging, strategy and approach to activities related election activities
- 22. Provide leadership for any crisis communications issues related to DeKalb VRE
- 23. Communications
  - Provide support and guidance on all communications efforts that include the creation of collateral materials, drafting stakeholder communications, managing public-facing messaging and sharing critical voter information through FAQs and informational documents.
  - O Assist with the creation, review and editing of formal communications, letters and mass voter correspondences.

#### 24. Media Relations

- a. Serve as the primary point of contact for all media relations inquiries and work collaboratively with DeKalb Communications to inform DeKalb residents and voters of key information through earned media channels inclusive of radio, print, broadcast and online news outlets.
- b. Lead all press conferences and media availabilities on behalf of DeKalb VRE.
- c. Assist with interview preparation and facilitation for DeKalb VRE leaders and board members.

#### 25. Social Media Management

- a. Drive DeKalb VRE's social media strategy by providing ongoing social media content that aligns with approved messaging and key objectives of DeKalb VRE.
- b. Develop content, visuals and information through a consistent cadence of ongoing social media posts. Profile will also provide social media monitoring and reporting professional services.

#### 26. Stakeholder Engagement & Public Education

a. Provide guidance to DeKalb VRE's public education team by assisting with stakeholder communication, collateral creation and general event planning.

- b. Lead the strategic planning for key initiatives and the overall approach.
- c. Guide the public education strategy through various paid tactics (which may include but are not limited to digital ads, website updates, video creation, canvassing, signage, literature drops, etc.).

#### 27. Website Updates & Revisions

a. Work collaboratively with DeKalb IT and DeKalb VRE designated webmaster to refresh website.

#### 28. Graphic Design

a. Provide ongoing graphic communications services to support the creation of printed and digital collateral.

#### 29. Additional deliverables

- a. Updated communications and public education plan
- b. DeKalb VRE board presentations
- c. DeKalb VRE board communications updates
- d. Social media calendar (provided monthly to the client)
- e. Press releases and media advisories (as needed)
- f. Media briefing sheets (as needed)
- g. SB 202 educational collateral and public-facing materials
- 30. Assemble all design files of signage, recent collateral materials and creative content for transition to in-house communications team
- 31. Lead ongoing activities to build, maintain and improve relationships with local, national and international news outlets while advancing key messaging related to voter education and voter awareness topics
- 32. Monitor and share evergreen voter information to actively combat incorrect information that may emerge from various sources
- 33. Coordinate with DeKalb VRE to identify communications efforts to build out general voter information guides and explore digital asset creation (depending on available budget and timelines)
- 34. Collaborate with DeKalb VRE to archive recent election materials and replace with more evergreen content and any known 2022 key dates/info
- 35. Create a transition document inclusive of vendor contact information, internal coordination efforts, stakeholder lists, etc.
- 36. Support "Registered and Ready" events
- 37. Provide ongoing public relations support and media training and preparation for VRE's Executive Director and other members of the executive leadership team at VRE
- 38. Advertisement & Marketing: Key Q3/Q4 advertisement efforts will consist of an integrated campaign targeting DeKalb voters that will be inclusive of previously leveraged CoxNext and local community and multicultural publications (digital paid campaign)
- 39. Provide strategic guidance and support for stakeholder initiatives to engage partnerships

40. Develop and implement a high-visibility redistricting campaign that leverages the PESO model to provide an impactful integrated communications awareness and education effort



#### **EXHIBIT B**

#### DELIVERABLES

Under the general direction of the Director, the Consultant shall provide the following:

- Report articulating a Communications tactical plan (evaluation of marketing budget and tactics)
- Provide Social media editorial calendar (with paid and organic posting)
- Influencer/stakeholders toolkit (social postings, FAQs and electronic sharing flyers)
- Strategic plan of communication for alliance coordination (faith-based, business, nonprofit, multi-cultural organizations, etc.) noting targets and general strategy for each category of targets
- Press releases (poll worker recruitment, dates to remember, warnings, etc.)
- Media coordination including but not limited to preparing and disseminating press releases and responses to media inquiries (proactive press engagement, media availability, etc.)
- Op-ed drafting to present the proper narrative and identification of proper outlets and targets for optimal placement (to be determined)
- "Newsletters and alerts" to Communications (3 4 communications)
- Draft collateral to provide essential information to voters and stakeholders
- Post-election data points and tactical recap report
- Marketing Collateral
  - o Swag Bag
    - Talking points for county elected officials and stakeholders
    - How to track your ballot design
    - Key dates design
    - Poll worker recruitment
    - Know Before You Go
  - o FAQs for how to vote in the Nov. 8 general election
  - o 1 stakeholder toolkit up to 8 pages
  - o 1 Status Report up to 4 pages
  - o 1 Post-election presentation design
  - o 2 recruitment collateral pieces (brochures up to 8 pages each)
  - o 2 ads for publications
  - o Social & Web
    - Monthly social media visuals 100-150 Social Media designs across Facebook, Instagram, Twitter, and web banners at multiple sizes
  - o Graphic Support
    - Stock photography sourcing, selection, and usage.

#### **EXHIBIT C**

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DeKalb County Board of Registrations and Elections has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
Date of Authorization
Name of Contractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on, 20 in(city),(state).
By: Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
Subscribed and Sworn before m on this the day of, 20
NOTARY PUBLIC My Commission Expires:

**EXHIBIT D** 

Non-use of Subcontractors Affidavit

# STATE OF GEORGIA

## COUNTY OF DEKALB

Comes now affiant,, who after being dul
sworn, deposes and states as follows:
1. I am
Profile Marketing & Public Relations, LLC.
2. I will not use any subcontractors in the performance of the contract for financial dignit
and economic empowerment programming (Contract No).
3. In the event that I decide to use subcontractors in the performance of the above cite
contract, I will furnish to DeKalb County Board of Registration and Elections evidence
of protective coverage for any subcontractor's operations prior to the subcontractor
performing any work.
Further affiant sayeth not.
Signature of Affiant
Sworn to and subscribed before me this day of, 2022.
Notary Public (Seal)
My Commission Expires:



# Purchase Agreement

# A Single, Effective and Efficient Election Ecocycle Solution to better serve your Constituents

Designed By Election Officials For Election
Officials

#### **Revision History**

Date	Version	Revised By	Reason for Revision
07/22/2022	5	Soch, Inc.	Purchase Agreement



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#### Section 1: Introduction

Soch, Inc, is a software company based in Richmond, Virginia and is incorporated under the laws of the Commonwealth of Virginia.

#### **Integra Origin & Experience**

Our parent company is Soch. Our name is a Punjabi/Hindi phrase for "positive thinking." At Soch, we are driven to come alongside government sector employees to leverage technology to reduce mundane and complex tasks. Our products are designed BY government officials FOR government officials with state-of-the-art technology.

Our genesis story comes from our experience in the public sector and seeing the frustration of our fellow employees working with technology-driven products, which were not designed by end-users. These products were challenging to learn and use, requiring days of training and instruction guides to navigate.

Whether you are using spreadsheets or antiquated, monolithic systems, most localities are running elections through solutions which have been pieced-together through the years. While these may "work", they don't "work with one another". To gain timely access to accurate data, it is critical to have ONE solution, which integrates all key factors of your election ecocycle.

Integra is a single solution approach to the election ecocycle. Knowing that all information impacts other areas, the days of siloed solutions no longer work. Having an efficient and effective tool which is intuitive and easy to use, is the key to better election oversight.

This document is a Purchase Agreement, henceforth referred to as "Agreement".

This Agreement is between Client and Service Provider as defined in Section 2 of this Agreement.

#### **Section 2: Identification of Parties**

A. Software and / or Services Provided by (henceforth referred to as "Service Provider")

Soch, Inc.

701 East Franklin Street, Suite #1515



Richmond, Virginia 23219

#### B. Software and / or Services Provided for (henceforth referred to as "Client")

DeKalb County,

4380 Memorial Dr Ste 300

Decatur, GA 30032

#### Section 3: Invoice Procedure

- Invoices will be sent to Client either electronically or to the address as identified in Section 2.B of this Agreement.
- Payment will be made to the Service Provider at the address identified in Section 2.A of this Agreement.
- Payment is due within 30 days from Invoice date.

#### **Section 4: Confidentiality**

Service Provider and Client each agree to treat all discussions, information exchanged, and data as confidential while this Agreement is in force and as applicable under the laws of the Commonwealth of Virginia. Any proprietary information shared by Service Provider with Client will remain confidential in perpetuity and shall not be disclosed without expressed written consent by Service Provider.

#### Section 5: Software Purchase

Client has agreed to purchase software from Service Provider in order to get a single solution to a wide variety of critical election tasks. Because changes in one area affects others, having a single solution allows automated adaptation, increased efficiencies, reducing errors and redundancy.

- 1. **Precinct's Readiness** Integra provides local checklists and inventory/ordering of support supplies. This includes a history of supplies used for various elections.
- 2. **Location Management** You'll have detailed information for each voting location, including a secure repository for onsite personnel, ADA compliance, site maps. Visual representations provide which precincts cover various District Maps/ Areas (Federal, State & Local offices).
- 3. **Poll Worker Management** Integra uses a simple (4) S.T.E.P process. This one environment captures critical information for each poll worker from the initial screening, decision on hiring, history of oaths, training record, skill proficiencies, election schedules and payment for training and elections served.



- 4. **Election Checklist** You'll have customized countdowns toward elections (general, primaries and special).
- 5. **Inventory Management** It's important to manage and track all voting systems, EPBs and other election equipment. You can assign voting machines and poll books to each precinct, by serial number and asset tag. Our Chain of Custody captures each "hand off" and provides a clear audit trail of how each machine traveled to each voting location.
- 6. **District Re-mapping / Location of Precincts** See the relationship of Federal, State and Local districts to each precinct and your poll workers. Integra provides complete automation of the "downstream effects" of changes made to district map realignments, which affect voting equipment and poll workers.
- 7. **Voting Location Readiness** Not just Election Day, early voting and satellite locations readiness is key. Integra captures historical information to help you prepare for future elections.
- 8. **Logic & Accuracy** Integra hosts a safe repository of historical records of certification of voting equipment
- 9. Security and Compliance Based on the NIST 800-53 publications, each locality may conduct periodic reviews of their cyber security and physical access. The Heat Map feature indicates which areas of concern will have the greatest impact, so you may best direct resources. With historical information provided side by side, visibility and action plans are easily implemented. Gain meaningful insight into Cyber and physical security so that you can take proactive measures.
- 10. LMS Learning Management System for Poll Worker and Election officials training.

This software is Soch (Integra) version 4.0 (henceforth referred to as "Integra").

#### Section 5A: Number of Licenses

The total number of licenses will be 10. This will allow up to 10 DeKalb county users to use Integra. There will be 2000 seats for poll workers but if needed additional (1000), we will add more at no additional cost. Also, includes the total number of texts up to 100,000 annually.

#### Section 5B: Term of Licensing Agreement

Client will retain use of these licenses as of the date this Agreement is signed by Service Provider and Client on an annual basis. The licenses will be renewed automatically on an annual basis. To terminate licensing agreement, the client must provide 90 days written notice prior to the next renewal date.

#### Section 5C: Pricing Schedule for Software

Please refer to Section 8: Pricing Schedule

#### Section 5D: Software Upgrades



Service Provider will release upgrades to all clients on a schedule as solely determined by Service Provider. Client will receive all upgrades on Integra version 4.0 at no additional charge.

Soch, Inc. retains exclusive rights to determine whether any changes to Integra are an upgrade or a new version of the software. New versions of the software may be purchased by Client under a separate agreement, however the release of a new version of Integra does not release Service Provider from its obligations of this Agreement.

#### Section 5E: Warranty

Service Provider agrees to maintain Integra for the duration of the licensing agreement.

However, any alterations to Integra's original code by Client may void this warranty. This determination remains exclusively with Soch, Inc.

In the event that Client requires assistance from Service Provider to address issues resulting from changes made to Integra by Client, Client may engage Service Provider in a Professional Services capacity.

#### Section 5F: Ownership

Soch, Inc. retains ownership of Integra and all rights and remedies as defined under the laws of the Commonwealth of Virginia. Clients may not reproduce, manipulate, or distribute Integra to any person or agency outside of County.

#### **Section 6: Professional Services**

From time-to-time clients may wish to engage Service Providers in a Professional Services capacity. Each Professional Services contract will contain the following:

- Project Scope
- 2. Project Deliverables
- 3. Project Assumptions
- 4. Activities and Estimated Durations
- 5. Completion Criteria
- 6. Cancellation Notice
- 7. Ownership of Output
- 8. Project Change Control Procedure
- 9. Commercials
- 10. Payment Schedule
- 11. Other sections as may be needed



#### Section 7: Support Agreement - Soch

Unless otherwise stated, the following outlines the Soch, Inc.Policy and is applicable to technical support for all Soch, Inc. software purchased by Client.

To receive technical support as provided by Service Provider, all software licenses must be in effect.

Technical support is provided for issues related to Service Provider's software that are demonstrable in the currently supported release(s) of a Soch, Inc. licensed software, running unaltered, and on a hardware, database and operating system configuration, as specified in your order or program documentation.

Soch, Inc. reserves the right to change its technical support policies at any time provided those changes don't materially change the level and type of support provided to Client.

Soch, Inc. will occasionally release updates and patches to its software. As part of Soch Support, Client will receive:

- Software updates, fixes, security alerts, and critical patch updates
- Legal, and regulatory updates
- Upgrade scripts
- Certification to meet standards with most new third-party products' versions

Any changes made by Client to the User Interface (UI), data issues (including, but not limited to, Extraction, Transformation, and Loading of data) not resulting from a product defect, and any material changes (as defined exclusively by Service Provider) made by Client to the software are excluded from this Support Agreement. However, clients are not permitted to alter, copy or manipulate code at any given time.

Clients may request Support from Service Provider via phone, email, or Soch's online Support portal.

#### Section 7A: Terms of the Agreement

Service Provider agrees to provide Support as defined in Section 8 of this Agreement. The duration will be defined within the Purchase Order as executed between Service Provider and Client.

#### Section 7B: Hours of Operation

Service Provider will be available from 8:00AM to 6:00PM, Monday through Friday, excluding state and federal holidays.

Service Provider may be available outside of these hours and will charge an additional fee according to its Professional Services rates. Clients must agree in writing to these charges prior to engaging Service Provider for any work outside of these hours.

#### Section 7C: Issue Resolution



Service Provider will assign a severity level to each issue presented as part of this Support agreement. The following outlines Service Provider's obligations to respond to these issues:

- 1. Level 1 (Most Critical): 4 (four) business hours of notification by Client
  - Software is non-functional
- 2. Level 2 (Critical): 10 (ten) business hours of notification by Client
  - Software is partially functional
- 3. Level 3 (Non-Critical): 30 (thirty) business hours of notification by Client
  - Software is functional with minor, sporadic issues

For the purposes of this agreement, a business hour is defined as any 60 (sixty) minute period between 8:00AM and 6:00PM, Monday through Friday, excluding state and federal holidays.

#### Section 7D: Pricing Schedule for Professional Services

Please refer to Section 8: Pricing Schedule

#### **Section 8: Pricing Schedule**

The below table describes the licensing structure, professional services, training, and support for the procurement of (Integra). The below pricing is based on annual terms. The term starts from the date of the purchase of this agreement.

<u>Item</u> <u>Number</u>	Software Integra v4.0	<u>List Price</u>	Discount	<u>Savings</u>	Annual Cost
1.	Enterprise Integra Software for election ecocycle	Please see the quote for the details	70%	DeKalb County Saving Applicable	\$58,301.83
2.	Hosting for the software	Included with #1	Included with #1	Included with #1	Included with #1
3.	Onboarding of users	Included with #1	Included with #1	Included with #1	Included with #1
4.	Training - one-on-one lessons, weekly, monthly and quarterly lessons	Included with #1	Included with #1	Included with #1	Included with #1



5.	Patches and Fixes	Included with #1	Included with #1	Included with #1	Included with #1
6.	Unlimited support for any user questions related to Integra	Included with #1	Included with #1	Included with #1	Included with #1
7.	Ongoing software and hardware maintenance	Included with #1	Included with #1	Included with #1	Included with #1
8.	Automatically receives new updates for Integra	Included with #1	Included with #1	Included with #1	Included with #1
9.	10 user licenses for election users	Included with #1	Included with #1	Included with #1	Included with #1
10.	Blank				
11.Total					\$58,301.83

<u>Item</u> <u>Number</u>	<u>Professional Services</u>	<u>List Price</u>	<u>Discount</u>	<u>Savings</u>	Cost
12.	Installation, Configuration, User Acceptance Testing, Go-Live	Included with #1	Included with #1	Included with #1	Included with #1

<u>Item</u> <u>Number</u>	Training	<u>List Price</u>	<u>Discount</u>	<u>Savings</u>	Cost
13.	Included with #1	Included with #1	Included with #1	Included with #1	Included with #1

<u>Item</u>	Support	List Price	<u>Discount</u>	Year 1 Cost	Year 2 Cost
<u>Number</u>					



14.	Included with #1	Included with #1	Included with #1	Included with #1	Included with #1
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## Section 9: Disagreement

If the Parties reasonably and in good faith disagree as to whether there has been a material breach, the Party that seeks to dispute that there has been a material breach may contest the allegation in accordance with Virginia laws. First, both parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either party may submit a written demand to the other party at the earliest practicable time that the dispute is identified.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of the day, month, and year as identified below.

This Agreement must be executed prior to 8/30/2022 for all terms and conditions to remain valid.

DeKalb County, GA	Soch, Inc.
	ì
Name:	Name:
Title:	Title:
Signature:	Signature:
Date://	Date: / /
	Effective Date (to be completed by Soch, Inc.)  Date:///  MM DD YYYY



# PROPOSAL FOR DEKALB COUNTY, GA

PollChief® Election Management System

# **Connect with Konnech**

# PollChief® Election Logistic Software Solutions

PollChief® software products by Konnech are among the most innovative and powerful in the industry. Our premiere election logistics software tools will help DeKalb County's election team conduct efficient and highly organized elections with powerful assignment and scheduling tools, our user-friendly online worker portal, the many robust payroll and report functionalities, chain of custody and inventory management, and comprehensive software tools.

The customization and attention to client needs that we offer cannot be beaten. With election logistic management tools you will receive a software product that is built for and by election managers with the ability to customize and configure our software to meet your unique needs as we understand no two elections are run the same. Our team of dedicated service providers and engineers are ready to help DeKalb County to become an elections management leader.

The following modules are outlined to build DeKalb County's election system:

- PollChief® Location Management Software Module
- PollChief® Election Worker Management Software Module
- PollChief® Asset Management Software Module

We are excited to offer this proposal for your review. We look forward to a partnership with DeKalb County.

Thank you for your consideration,

Dylan Polcyn, Account Manager

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#### Disclaime

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# **Company Profile**

Konnech Inc. is an elections-specific software development company that builds premiere software products for the administration of elections. Konnech's software is Cloud-based, allowing a single license to cover all authorized election department members within the election department. As a SaaS company that is very passionate about the integrity and efficiency of elections, we specialize in customizing or configuring our family of products to meet your unique election needs because we understand no two elections are the same. In 2008 Konnech launched its premier election management software, PollChief®, to help manage the City of Detroit's elections. It was during this first election experience we saw how powerful a tool like PollChief® can be for managing elections. Now, over a decade later, PollChief® is used by dozens of governments across the world to manage their elections. Konnech is based in East Lansing, Michigan, but we are a global company with clients across North America and in Australia. Every single employee at Konnech is passionate about our system and the amazing capabilities it provides to better manage elections.

At Konnech, we aim only to provide the exact solution our clients need, complete with a committed support team that ensures a successful and lasting implementation. We truly believe the election management tools we design contribute to the infrastructure of sound elections and a sound democracy, as such we approach each project with the deference it deserves.

We have a long history of being extremely responsive to our client's needs at a moment's notice because we don't see ourselves as just providing you a product, but rather a service. Our support staff will provide educational materials, additional demonstrations, and we will be on call for critical moments of your system implementation ready to help resolve any issues. It's this passion for quality of service that will bring you the best worker management software tool in the industry. Software for election worker management needs to be user-friendly, intuitive so that any election manager can pick it up quickly, and it needs to be configurable to fit your process for managing workers. Konnech's team of experts will deliver you this product and more.

When it comes to implementing an election management software solution, no one knows better than the election administrators themselves. It's the people on the ground, enmeshed in the process of organizing poll workers or communicating with a team to ensure accurate and on time delivery of assets that know what they need to achieve a well-run and transparent election for their voters. We build the tools that these individuals need. Through our decades of experience and numerous partnerships with clients around the country, the team at Konnech has been able to develop an asset management tool that is intuitive, innovative, and scalable. When you work with our system, we work with you and your team to fine-tune your software solution to meet your unique demands instead of forcing you to adjust to the system. And when newer, better ways are developed by your team to do the same job we will be able to enhance your solution to reflect that. It's your asset management system, designed by you, built by Konnech, and secured in the cloud.



# **Description of Products**

# PollChief® Location Management Module

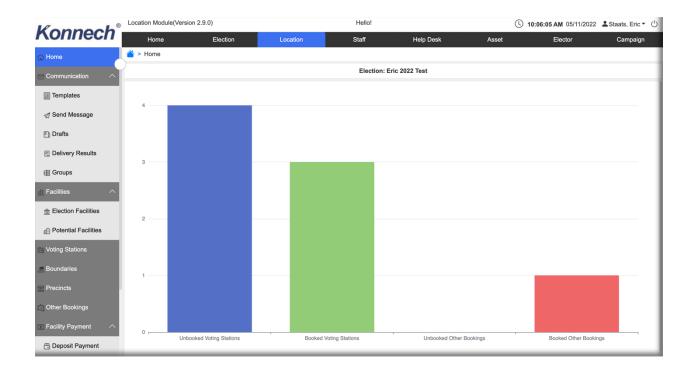
Our Location Management Software is an isolated module which is integrated with your worker management software tool. From here, you can plan and build your election ahead of time, manage all your election specific buildings with ease.

#### **Election Setting**

The administrator creates and manages elections in the location module creating the election name, date, setting early voting periods, and establishing electoral areas where voting will take place. The administrator can choose a previous election to be used as a template, in which case all the template election's precincts and buildings will be entered by default into the new election; then the administrator can adjust for any changes.

#### **Electoral Area Information**

Build and manage a profile for each of your precincts with precinct lists and an interactive map to view and search each precinct and utilize building-precinct-boundary association tools. You can also establish the required language capabilities workers must have at this electoral area, ballots needed, and the quantity of eligible voters.





#### **Street Index**

Utilize the street index tool that will automatically match addresses to precincts making assigning workers to a convenient location quick and easy. This can also be used to ensure the proper formatting of addresses entered into the system to ensure that letters arrive at their desired location.

#### **Poll Building Information**

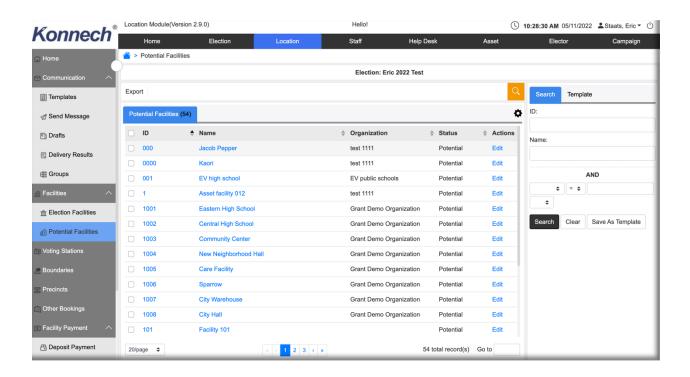
Building profiles are robust with configurable information and a built-in interactive map. Rental payroll information can be exported for privately owned buildings.

The building profiles include huge amounts of details such as photos, map locations, room uses, multiple contacts, special supply needs, delivery constraints, ADA accessibility, and attachments such as lease agreements, layout diagrams, and ADA Certificates.

Election buildings can be named as desired by administrators of the location module. The location module lists all possible sites with their identifying info, their owners (e.g., School Board), and the onsite and offsite contacts. It creates a separate list of potential alternative buildings.

Communication tools are built in so administrators can communicate en masse with the election building managers and custodians via email, phone call, or letter, with a survey enabling their 'yes' or 'no' replies. SMS capabilities are available as well

All aspects of the location module can be configured by administrative backend users with the ability to add and take away certain fields, change the workflows to fit your election management process, and setting up the look and feel.





# PollChief® Election Worker Management Software Module

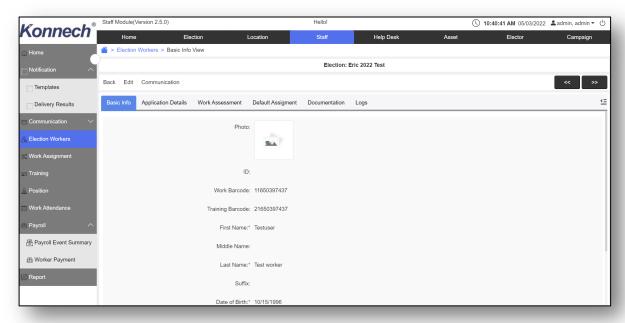
The PollChief® Worker Management System (PWMS) ensures that every poll worker gets recruited, appointed to an appropriate job classification, trained, assigned to a convenient location, evaluated after Election Day, and paid promptly and accurately. It provides the flexibility for election managers and election workers streamlining the election management process. Customize this module so it fits your worker management process perfectly.

#### **Worker Profile**

Each worker has an extensive personnel profile. Contact information, payroll, training completion, evaluations, availability, experience, activity, language skills, photos, party affiliation, demographics, and communication logs are included. All of which can be managed by end-users or the workers themselves though the user-friendly online worker portal.

#### Worker Lists

Listings of workers are sorted and filtered on demand by multiple factors such as precinct, age, gender, language, party, interest in working, past assignment, workplace, type, status, rating, years worked, job titles, et cetera. All of this can be configured so the module will only show worker lists pertinent to your process. End-users will have shortlist capabilities to set aside specific workers for sensitive positions.

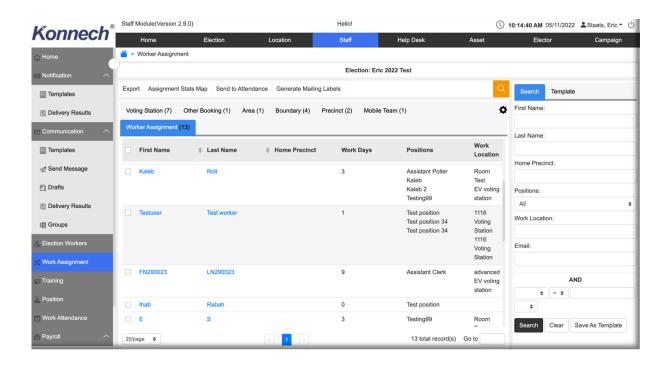




## **Optimized Poll Worker Assignment**

The administrator has many options for assigning staff:

- Workers can be assigned by carrying over from their previous assignments
- Workers can be assigned by selecting the desired voting location and position
- Workers can be assigned from a map within their own profiles. With the map assignment technique, the worker module displays poll worker's addresses in relation to the nearby polling sites so a poll worker can be assigned to a nearby location. This is a user-friendly feature.
- Workers can be assigned from a list of vacancies
- The worker can click in their portal to choose a preferred job position, and in the list of workers, the administrators see which people have accepted their appointments as well as approve or decline their preferred selection. This feature can be turned on or off if not desired.
- End-users can set up multi-location assignments assigning one worker to multiple locations for a single assignment
- Our shift-management tool allows end-users to create shift templates to make work assignment faster
- Configure assignment limitations and overrides
- Create assignment planning formulas where end-users are able to input a formula which calculates how assignment caps are populated
- End-users can calculate and set rates for work expenses like mileage that will need to be paid back to workers



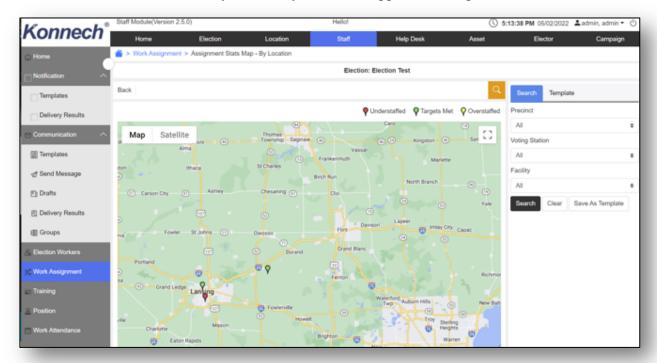


## Job appointment

When the worker has been appointed to work in an election, they will see:

- The job title(s)
- The work location
- A photo of the work building, a schematic of how to properly lay out the workflow, and a Google Map of the route from their house to the training class building along with step-by-step directions
- Scheduled shifts for early voting or voting day jobs
- A job acknowledgment button (to accept or reject the work appointment)
- Their expected payment information

When workers are appointed, end-users can configure notification settings such as sending an email out to a worker automatically when they have been appointed to a position.



#### Personal info updates

The worker sees the information from their profile and can correct most of the fields to update new phone numbers, email addresses, fax numbers, and addresses. If the update is for a name-change or residential address change, the portal simultaneously generates a registration form to be submitted to update the voter registration database. This averts many phone calls from the workers to the administrators to update their personnel records. Workers will be able to handle this process on their own through the public-facing online worker portal.



### **Message Repository**

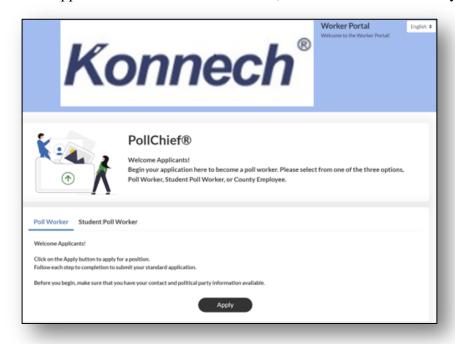
Any message or communication sent to the worker through the system, whether by mail, email, text, or phone call are archived here and in the worker profile to be re-read or re-listened to. Workers will see all their communications archived in their online worker portal profile. If the message included a survey, it shows the worker how they responded and allows them to change the answer, averting many clarification calls from the workers to the administrators.

## **Poll Worker Survey**

End-users will be able to create and provide an online survey to their workers through the online worker portal. While in their portals, the workers can answer the survey questions from the election administrators to evaluate various aspects of the election. End-users will be available to review survey responses and export them in their desired format. End-users will see both the actual number, percentages, and the individual comments provided by the worker.

## **Online Job Applications**

Prospective new workers can click on a public facing page to fill out an employment application online. The application instantly appears in the worker module 'applicants' tab, and an email is generated alerting system administrator(s) that a job seeker has made a submission. Administrators will be able to turn off applications to a specific election and close down the site at will. Multiple worker applications can be made available, such as a student or county worker application.





## **Report Generation**

The worker module report tool is extremely powerful. End-users will be able to generate ad hoc reports from any field in the system and create templated reports to be used for each election. Reports can also be automatically generated, and notifications configured by end-users so that they are automatically emailed reports on workers either pre, during or post-election. End-users also will have one-click payroll budget projection that is fully configurable. Similar to worker surveys, reports can also be exported in a desired format for physical copies or storage on local drives.

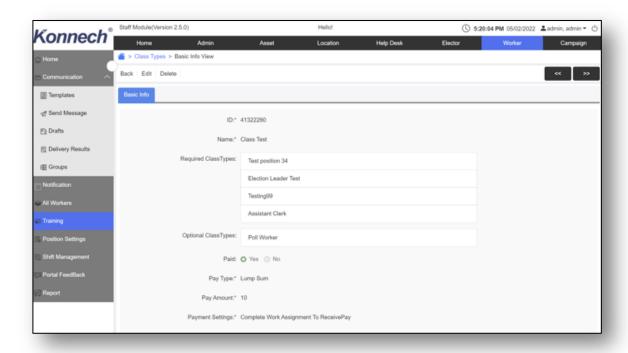
#### **Poll Worker Training**

The worker module identifies training needs, issues class invitations, takes attendance with barcodes, and accumulates training hours throughout the worker's career.

Dropdown menus make it quick and easy to set up new training classes.

If desired, the same set of training classes from a previous election can be brought forward into the current election, with only the date, location, and trainer to be changed.

The workers can enroll themselves in classes in their portals, or the administrators can enroll them, then allow the students the option of switching themselves into a class that better suits their own schedules.





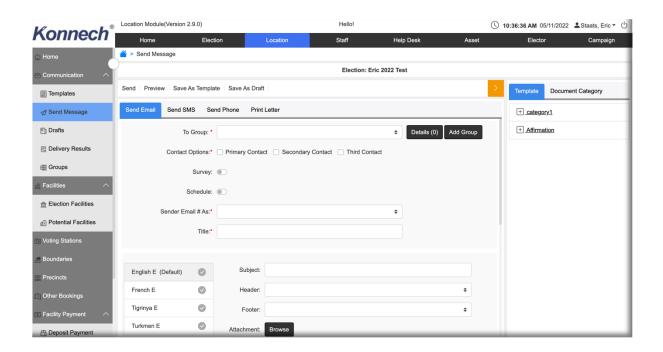
## **Online Worker Training**

The module allows end-users to create and manage in person and online training classes. For online classes, the training coordinator posts study materials including videos, PowerPoints, training documents, and enters any number of questions to be randomly asked in the class quiz. The worker takes the class in the worker portal, studies the materials, and takes the quiz. If successful, the worker can print out a certificate of completion. The system notifies the training coordinator, annotates the completed class in the worker's profile, and lists the successful completion in the training tracker.

The system displays a color-coded alert of the students who have not yet completed required training classes.

#### **Communications**

End-users can contact all poll workers by mass email, phone call, SMS messaging, as well as mail. For surveys, contacts can click a link or press a button on the phone keypad to answer 'yes' or 'no' to email or phone queries. The module records the email and telephone replies, builds statistical reports of the communication results, and links the results to each poll worker's record. This communications platform reduces errors, saves time, and reduces no-shows.



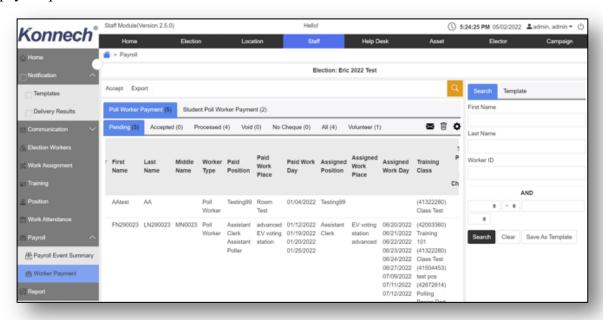


## **Payroll Processing**

The system calculates each worker's pay amount. The worker module edits poll workers' reimbursement information, exports the attendance and pay records, and even generates IRS Form 1099. This speeds up the payroll process, alleviating the irritation of delayed paychecks and averting many calls to the department from the poll workers.

End-users have flexible payment options with lots of configurability to setup how a worker's pay is determined.

Trust us when we say this feature is entirely configurable and can be setup to match your unique payroll process.



#### **Attendance**

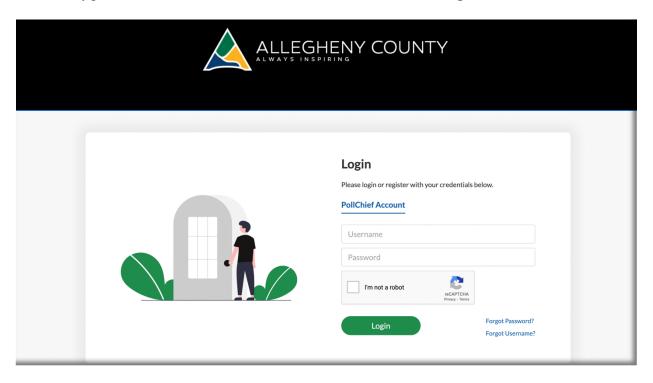
A popular feature of our worker module is its fast, accurate attendance-taking options both at training and at work. There are a multitude of attendance-taking options.

- A smartphone or tablet attendance taking app checks in trainees by tapping on the name, scanning the bar code on their class invitation or driver's license, or swiping the magnetic stripe on their driver's license
- Using a bar code scanner or cellphone to scan their assigned bar code
- A trainer can collect their bar-coded invitations to be scanned later
- The system can generate a bar-coded sign-in sheet
- Workers can enter their attendance on the electronic pollbook time-keeping app
- End-users can also edit recorded work attendance to make modifications or needed changes



#### **Online Worker Portal**

Our public facing online worker portal allows workers to apply for a position and manage all of their personal information and election scheduling without help from the County. It eliminates hundreds of interruptions for election managers to deal with worker details and prevents a multitude of poll worker errors, miscommunications, and time-wasting redundant actions.



## Private secure portal

The system enables workers to create their own usernames and passwords to access their own personal information. It includes a process to retrieve forgotten passwords.

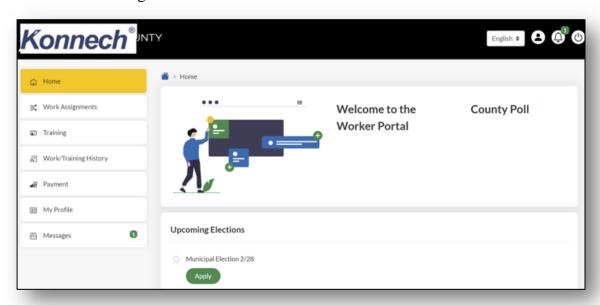
#### **Availability designation**

Once in the portal, the worker sees a list of any upcoming elections and a checkbox selection to indicate a desire to work in that election.



## **Training Class scheduling**

The system enables workers to see the classes in which they have been enrolled, and to withdraw from an inconvenient class to switch into a class that works with their schedule. An integrated map features is available for workers to view the route from their address to the training class building along with step-by-step directions. This averts hundreds of calls from the workers to the administrators to change their classes.



#### **Online Training**

The portal enables the workers to take online classes. The classes include videos, manuals, links to websites, and slide shows posted by the training manager, then administer a quiz to the trainee. Students who pass can print out a certificate of completion. Their successful completion results in a notification email to the training coordinator and gets posted in the worker's profile. If the election department has purchased a Learning Management System such as Articulate or SCYTL, the portal can integrate its storyline and quiz into the portal online training. Otherwise, use the built-in online training.

## **Payroll History**

The portal lists the worker's payroll history—election name, date, job title, workplace, training class, and payment amount.



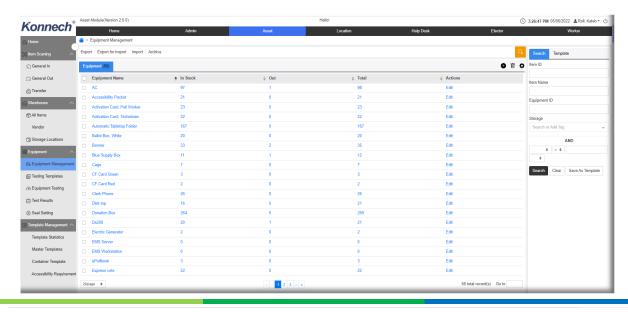
# **PollChief® Asset Management Software Module**

Our PollChief® Asset Management Software (PAMS) tool can be customized and configured to meet your unique asset management process/ Use this software tool to handle all your inventory management, tracking and planning of election-day materials, create a chain of custody, conduct reports, and communicate with delivery drivers all from one intuitive software solution.

Attachment Tracking – security seals, communication devices, memory cards, etc.	Lading Monitor – complete, correct truck loading	
Ballot Control	Office Use Versus Election Use *	
Chain of Custody	Polling Place Exceptions – delivery constraints and special equipment needs	
Condition Classification *	Return Ratio Calculation	
Critical Item Return Alert	Return Unpacking	
Delivery Route Map	Searchable Web Log	
Disposal List *	Smartphone/Tablet Access	
Drayage Wizard – cargo value, loading guide	Storage Mapping *	
Election Packing – worker, precinct, building	Trouble Tickets	
Email Alerts	Voting Machine Archives	
Financial Reporting *	Web Based	
Input Options – Keyboard, barcode scanner, RFID, iPhone, Android, & importation	Whiteboard	
Interactive Testing – pre-, post-election logic & accuracy tests	* Needed for HAVA compliance	

## **Checking-In and -Out Control**

PAMS controls Check-Out and tracks the Return of all items for each polling site. The Critical Item Return List highlights any essential items (e.g., ballot boxes, poll books, e-Poll Books, memory cards, tally sheets, etc.) that the poll workers are missing in their election night delivery, so they can be searched for immediately, before the delivery truck or poll worker drives away.



#### **Critical Item Return Alert**

Certain items handed out to the chief poll worker of each precinct are barcoded (or RFID chipped) and marked as "Critical". These typically include items such as memory cards, provisional vote envelopes, sealed ballot boxes, poll books, and tally sheets. When the Clerk returns the materials on Election Night, the system scans them in, displaying green for the correct, expected items, and displaying a red alert for any critical items missing from the package. Once all the items have been scanned in and turned green, the poll worker can go home confident that she won't be called back in to search for a missing critical item.

### **Delivery Planning, Sequencing**

PAMS includes a complete drayage program for the Election Day delivery trucks. This can be setup for internal shipping or to use with third-party delivery services.

The drayage wizard annotates the delivery time constraints of the various polling locations (e.g., not during school hours, never on Sunday, etc.). This helps the routing manager to plan the pre-election day delivery route.

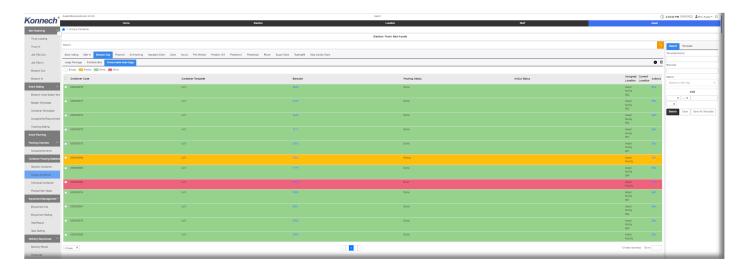
The drayage wizard calculates the value of the cargo on each truck, drawing from the purchasing data in the inventory databank.

It annotates driver's name and license number, the truck license number, the route number, etc. The drayage wizard produces a loading manifest, first in last out.

The drayage wizard monitors truck loading by barcode scanning items as they are loaded. Items missing from the truckload appear in **red** on the bill of lading; correct items turn **green** on the BL as they are loaded; and wrong items loaded into the wrong truck turn **yellow**. This prevents misdeliveries.

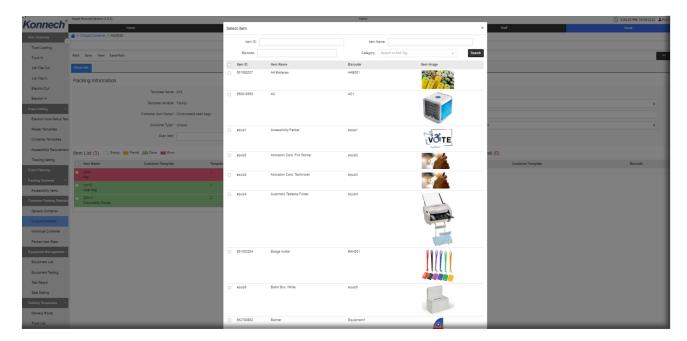
The drayage wizard maps out the delivery route.

Typically, the trucks are loaded, and then the cargo locked inside overnight before the next day delivery. The drayage wizard records the ID number of the security seal applied to the truck's cargo door.



### **Election Planning**

PAMS plans the inventory consumption for multiple elections using historical return ratios so you can predict your election needs with high confidence. Past election inventory plans can be used and modified with ease. Better budgeting and control of the supply consumption are at your fingertips.



#### **HAVA/EAC Compliance**

The system complies with HAVA/EAC property records management rules. It manages inventory and profiles each controlled item such as ballots and tabulators, including photo, description, HAVA/State/local funding breakdown, storage location, etc.

#### **Packing Templates**

The system lists the items to be packed for the poll worker pick-up, the precincts, and each building. Bar-coded and smartphones scanning work with the Packing Template, making the packing process quick and easy rather than a tedious, time-consuming chore.

#### **Pre- and Post-Election Tests**

Acceptance, Logic & Accuracy (L&A), Pre-, Public and Post- Election Tests will be guided by your testing forms, and can be done with a computer, smartphone or tablet.



### Requisition, Re-stock, and Notify

The system calculates the under-stocked items for the coming election and enables users create supply requisitions. It sends automatic email alerts to the warehouse manager for under-stock items, eliminating the need for last minute ordering, as well as automatic email alerts to a requisitioner when an ordered item is received.

#### **Return Unpacking**

Once supplies are checked back in on election evening the unpacking begins. The program distinguishes between items returned, along with those that have been re-shelved, and will accommodate both individual and bulk unpacking methods; either way of unpacking and counting the supplies back in can be recorded by computer, barcode scanner, smartphone, or tablet. Items which cannot be reused can be discarded and recorded as "disposed." The program calculates a return/reuse ratio to assist in supply planning for future elections.

#### **Tracking & Logs**

PAMS creates a chain of custody and an archive for critical election items such as voting machines, memory cards, and e-poll books, tracking usage history, trouble calls, repairs, testing, software upgrades, etc.

#### White Board

The system displays a white dashboard for managerial overview. A glance at the white board informs the manager as to the progress of the asset management for each election. As a major milestone is completed, the icon changes color from red to blue.

#### **Mobile Device Applications**

iPAMS app for smartphones or tablets multiplies the efficiency of the asset management module. It enables personnel while in the warehouse to take inventory and record the movements of serialized voting equipment such as DREs, scanners, and ePollBooks.

The app is designed for devices that uses WIF or Cellular connection (or saves actions in local memory until internet connectivity is reached) to enable warehouse personnel to check items in or out of the warehouse, and can operate in the field polling places, precincts, or receiving centers. This accomplishes far more than input from bar code or RFID scanners—this puts a terminal in the administrator's hands as they are walking around.



# **Client Konnech-ions**

We are proud to present the following references from some of our current city and county clients.

#### St. Louis County, Missouri

#### Julie Leicht

Deputy Director of Elections, St. Louis County Board of Elections jleicht@stlouisco.com | (314)-615-1831



Service Date: 2014 - Current

St. Louis County began as a client-partner with Konnech in 2014 with our location and worker modules. Since the first go-live date we have had a strong working relationship in which they educate us on how to better our system and in return we over-deliver to ensure their needs are always met. In 2020, due to the pandemic, the County decided it needed a new asset management system with some special customizations to accommodate the new processes they were adopting due to covid protocols. We provided them with an asset management system and a HelpDesk solution that included WAP mobile device support for use of their system in the field with real-time updating for asset deliveries and returns. This created much more transparency in their processes on where critical election day items were at all times, thus improving their security greatly during a challenging time to run elections. During the 2021 Election Center Conference in Scottsdale, Arizona, St. Louis County received two awards after implementing the Konnech asset management system: the 'Freedom Award for Innovation' and the 'Security Award for Innovation in Election Security'.

### LA County, California

## Amy Farsakyan

Information Technology Supervisor for Voter Systems Unit, LA County Registrar-Recorder/County Clerk amargaryan-farsakyan@rrcc.lacounty.gov | (562)-462-2443



Service Date: 2019 - Current

LA County is the largest County in the United States and has a registered voter population that rivals some small countries. In 2019, right before the pandemic, we signed a contract to provide them with a worker management system that could be fully adapted to their unique election management process. With the pandemic in full swing during the first phases of the project the Konnech and LA teams worked together to revise the project management plan and provide the county with a successful system implementation for the November 2020 election. LA County requested a significant number of customizations challenging the Konnech team to develop creative and efficient solutions like never before. The partnership has only been strengthened since that first successful software implementation and has continued with multiple successful implementations since.



#### Fairfax County, Virginia

#### Ravi Udeshi

Election Officer Manager, Fairfax County Office of Elections Ravi.edeshi@fairfaxcounty.gov | (703)-324-4735

Service Date: 2018 - Current

The largest county in Virginia, Fairfax County was looking for a poll worker solution in 2018. After an extensive RFP process, they partnered with Konnech as we demonstrated the quality of our system along with our unique ability to integrate all of their necessary system requirements for a reasonable price. We worked closely with their team and have had nothing but successful implementations for their system for all their elections. In 2021, Fairfax County decided to add on the asset module to their system which has now been successfully implemented in multiple elections. Fairfax County has commented on our consistency in delivering top tier support and products and being extremely receptive to each of their ideas for functions and features they wished to see in a system.

"In addition to replacing a number of obsolete software tools and providing a single repository for data retention, Poll Chief provides us with a cloud-based application that can be scaled to work with additional processes as needed."

## City of Detroit, Michigan

#### **Michael Nimmons**

IT Manager, City of Detroit Elections Department nimmonsm@detroitmi.gov | (313)-224-9098

Service Date: 2009 - Current

The City of Detroit was Konnech's first client implementing our worker management software product for their 2009 elections. The City saw significant improvements in their worker management process decreasing their poll worker management time by 50% and reducing complaint calls from workers by 90% after its first implementation. For over a decade they have helped refine our worker management module and have been a trusted partner in helping us develop a series of innovative software products exclusively for use by election managers. The City now utilizes the Konnech HelpDesk, Worker, and Asset software solutions.





# Service provided by Konnech

## **Initial Year Deployment**

- Actively collaborate with the County
  - o Project Management 50 hours
- Provision of the Platform as a service (SaaS) for the County (number of voters)
  - Hosting and Software License
    - Included in the initial year
- Configuration of the system and technical support
  - o Technical Manager 50 hours
- Import of initial (data/data migration)
- Custom color schema and logos
- Configuration of the product
- Deployment of the solution in Konnech Datacenter in the US with high availability during production periods
- Support to User Acceptance test (UAT) before Go Live
- Provide User Guides, and product functional documentation
- Training the customer and ensure that customer is able to setup the platform for each election
  - o 20 hours (via webinar unless requested otherwise) included
- Jira License (Project and task Management Tool)
  - o 1 user included
- All service will be provided remotely unless otherwise specified

#### **Annual Renewal Includes**

- Hosting with remote backup of customer data
- Product Support
  - o 40 hours of product support included per year
- Maintenance
  - o 1 product upgrade per year
- Technical Support (including DBA, Database Administrator, IT Engineer, Technical Manager)
  - o 30 hours per year
- Jira License (Task Management Tool)
  - o 1 user included

#### **Client Involvement**

- Single point of contact for Konnech
- Actively collaborate with Konnech to provide requested data in the requested timescale
- Provide the necessary data to configure the system
- Validate the Product configuration during the UAT
- Any other service not provided by Konnech



#### **Communication Plan**

## Variety of Required Meetings

- Project plan and project schedule definition
- Initial production demonstrations and Q&A
- Weekly project management meetings

## Communication Deliverables

- Meeting Minutes, provided following each meeting
- Release notes, provided with each new release

#### **Communication Platforms**

• Jira, Microsoft Teams, Email



# **Pricing**

Konnech wants to offer to the client two pricing structure to better align with their current budgets scenarios.

For the first option, Konnech is offering a traditional license model, and for the second option, Konnech wants to propose a subscription model with a lower upfront cost and a consistent yearly pricing.

#### License model

PollChief® Location, Worker, & Asset Management Modules				
	Initial Year Cost:	Annual Cost:	3 Year Total:	
Minimum 3 years contract	\$72,000	\$36,100	\$144,200	

Extra or new programming costs \$150 per engineering hour.

Pricing Breakdown				
	Initial Year Cost:	Annual Cost:		
PollChief® Location	\$28,000	\$25,000		
Management Software	\$28,000	\$23,000		
PollChief® Election				
Worker Management	\$22,000	Included		
Software with Online	\$22,000	пстиаеа		
Worker Portal				
PollChief® Asset	\$22,000	\$11.100		
Management Software	\$22,000	\$11,100		

#### **Assumptions**

Project Schedule to be defined and agreed.

Price in USD without taxes.

Half of initial year cost to be paid within 30 days of signing contract with the remainder to be paid upon Go-Live of the County's system.

No code changes are required to handle the county process.

The solution is Hosted in Konnech Datacenter in the US.

All services to be provided remotely. On-site services are optionally available at an extra cost.

Prices may increase to be in accordance with inflation

# Proposal valid through August 31st