

RFP No. F2024018, Annual Contract for Personal Financial Statement Management Software Subscrip

Best and Final Offer Score

		Award
		<b>EasyVote Solutions, Inc. Wilmington, NC HUB - No</b>
Evaluation Criteria	Max Points	Score
Specifications	250	<b>129.17</b>
Project Management	100	<b>74.67</b>
References	100	<b>66.60</b>
Price	350	<b>350.00</b>
Demonstration	200	<b>150.00</b>
Total Score	1000	<b>770.44</b>

Notes: No-bids were received from 3-C TECHNOLOGY, LLC, CSI Leasing, Inc., Hypertec USA Inc., and Infinity Sound LTD.

RFP No. F2024018, Annual Contract for Personal Financial Statement Management Software Subscription

Post-Demonstration Score

		EasyVote Solutions, Inc. Wilmington, NC HUB - No
Evaluation Criteria	Max Points	Score
Specifications	250	129.17
Project Management	100	74.67
References	100	66.60
Price	350	350.00
Demonstration	200	150.00
Total Score	1000	770.44

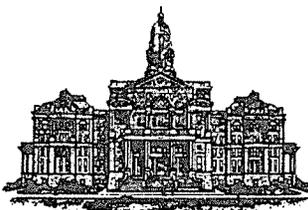
Notes: No-bids were received from 3-C TECHNOLOGY, LLC, CSI Leasing, Inc., Hypertec USA Inc., and Infinity Sound LTD.

RFP No. F2024018, Annual Contract for Personal Financial Statement Management Software Subscription

Initial Score

		EasyVote Solutions, Inc. Wilmington, NC HUB - No
Evaluation Criteria	Max Points	Score
Executive Summary	100	70.00
Proposed Solution	100	70.00
Project Management	100	68.57
Specifications	250	129.57
Service Level Agreement	100	65.71
<b>Total Score</b>	<b>650</b>	<b>403.85</b>

Notes: No-bids were received from 3-C TECHNOLOGY, LLC, CSI Leasing, Inc., Hypertec USA Inc., and Infinity Sound LTD.



Tarrant County 1895 Historic Courthouse

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Mary Louise Nicholson, County Clerk  
*Recording life's events since 2011*

100 W. Weatherford, Rm.130  
Fort Worth Texas 76196-0401

Date: March 8, 2024

To: Wanyu Chen, Senior Buyer

From: Mary Louise Nicholson, County Clerk

RE: RFP F2024018

Dear Ms. Chen:

Regarding the Request for Proposal No. F2024018, Annual Contract for Personal Financial Statement Management Software Subscription, the County Clerk's office would like to recommend the following vendor:

Primary Vendor: EASYVOTE SOLUTIONS, INC.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mary Louise Nicholson', with a long horizontal flourish extending to the right.

Mary Louise Nicholson  
County Clerk

## TERMS AND CONDITIONS OF SOFTWARE LICENSE

These Terms and Conditions of Software License form a legally binding contract and agreement (the "Agreement") between **EasyVote Solutions, Inc** ("EasyVote") and **Tarrant County, Texas** (as applicable, the "County") that places an order for, or signs a written contract to obtain a license for, the Licensed Software, as more particularly described below.

### Background

This Agreement is effective as of the date (the "Effective Date") on which either (a) EasyVote and County sign a written contract that incorporates this Agreement by reference (if applicable, a "Written Order"), Each of EasyVote and County are hereinafter referred to as a "Party" or collectively as the "Parties". The Written Order or the Online Order applicable to County's use of the Licensed Software, as the case may be, is referred to as the "Order".

NOW, THEREFORE, in consideration of the parties' mutual rights and responsibilities, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### 1. LICENSED SOFTWARE

1.1. EasyVote hereby grants to County, subject to the terms of this Agreement and the payment of any fees required by this Agreement or the Order, a non-exclusive, right and license to access, execute, install, load, host, store, and use the Licensed Software in accordance with the user manuals, training materials, and other documentation or materials provided by EasyVote for use with the Licensed Software (collectively, the "Documentation") for the purpose of managing voting procedures and operations for the jurisdiction or jurisdictions indicated in the Order (as applicable, the "Jurisdiction").

1.2. County may not (a) sell, rent, or sub-license the Licensed Software, (b) use the Licensed Software in the operation of a service bureau or time-sharing arrangement, or otherwise redistribute the Licensed Software to any other person or entity, (c) remove or alter any copyright or trademark notices on the Licensed Software or the Documentation, (d) use, maintain, store, copy or access the Licensed Software for the benefit of any jurisdiction or voting precinct other than the Jurisdiction, or (e) reverse engineer, decompile, or disassemble the executable form of the Licensed Software.

1.3. All right, title, and interest in and to the EasyVote Materials (hereinafter defined) is and shall be solely owned by EasyVote. County shall take any actions reasonably requested by EasyVote to perfect and protect EasyVote's right, title, and interest acknowledged and agreed to in this Section. For purposes of this Agreement, "EasyVote Materials" consists of (i) the Licensed Software, the source materials for the Licensed Software and all algorithms, architecture, documentation, know-how, methods, procedures, processes, trade secrets, workflow, and other intellectual property acquired, created, or otherwise owned by EasyVote; (ii) the Documentation and all other intellectual property of EasyVote throughout the world; (iii) any derivative works, improvements, enhancements, or extensions of any of the foregoing.

1.4. EasyVote will provide online, email or telephonic support for the Licensed Software as set forth in EasyVote's Documentation from time to time. Unless otherwise specified in an Order, such support is at no additional charge and EasyVote makes no warranties or promises regarding such support.

## 2. COMPENSATION

2.1. COMPENSATION. County will pay EasyVote as provided in the Order.

2.2. LATE PAYMENTS. Unless otherwise provided in the Order, amounts due under the Order are due in accordance with Texas Govt. Code, Chapter 2252, "The Texas Prompt Payment Act". Amounts not paid when due will bear interest at the rate of 1.5% per month (or the highest rate of interest permitted by law, whichever is lower).

## 3. TERM AND TERMINATION

3.1. TERM. The County's license to use the Licensed Software will commence on the Effective Date and at Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods.

3.2. TERMINATION. Neither party may terminate this Agreement except in one of the following ways:

Termination for Cause. Either party may terminate this Agreement immediately if the other party:

- a. voluntarily files a petition for bankruptcy or is the subject of an involuntary petition for bankruptcy that is not stayed or dismissed within thirty (30) days after filing;
- b. makes an assignment for the benefit of creditors;
- c. has a receiver imposed or appointed over all or substantially all of its assets, which appointment is not stayed or dismissed within thirty (30) days;
- d. assigns or transfers, either voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party; or
- e. breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days' notice thereof from the non-breaching Party.

3.3. Termination for Convenience. Either Party may terminate this Agreement if the other Party is not in breach of this Agreement by providing the other Party with written notice thereof at least thirty (30) days before the effective date of termination.

**EFFECT OF TERMINATION.** Upon termination of this Agreement for any cause or reason whatsoever, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 1.2, 1.3 and 2 through 7 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the Parties shall each remain liable to the other for any indebtedness or other liability arising under this Agreement.

#### 4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Each Party (as applicable, the "Recipient") agrees to keep confidential, not disclose to any third party, and not use for any purpose not permitted by this Agreement, any Confidential Information it receives from the other Party (as applicable, the "Discloser"). "Confidential Information" means, with respect to the Discloser, any information relating to (a) the business, operations, products, systems, or services of the Discloser that are not publicly known, (b) any trade secrets of the Discloser (as that term is defined by applicable law), and (c) any other information or data that is either (i) reduced to writing and marked with the legend "confidential" or "proprietary" or with words of like import or (ii) if communicated orally, is identified by the speaker as being "confidential" or "proprietary" or with words of like import (provided, however, that in the case of any such oral disclosure the Discloser shall, within thirty days after such disclosure, provide written confirmation to the Recipient of the confidential nature thereof).

4.2. A Recipient shall not be obligated to keep confidential or refrain from using information that (i) is or becomes publicly available by other than a breach of this Agreement; (ii) is known to or in the possession of the Recipient at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the Recipient from a third party that the Recipient reasonably believes is not under any obligation of confidentiality to the Discloser and is lawfully in the possession of such information; (iv) is developed by the Recipient independently of any disclosures previously made by the Discloser to the Recipient; or (v) is disclosed by the Recipient in connection with any claim or counterclaim asserted against Recipient in an arbitration or legal proceeding (provided, however, that in any such case the Recipient shall give the Discloser prior notice of its intended use of such Confidential Information and will cooperate with Discloser's efforts to obtain a protective order or other similar assurance of confidential treatment from the court or arbitrator). It shall not be a violation of this Section for Recipient to disclose Confidential Information to the extent it is required to be disclosed by any law, subpoena or order of a court of competent jurisdiction, administrative agency or governmental body, or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards. Prior to such compulsory disclosure, however, the Recipient must give reasonable advance notice to the Disclosing Party of such order and an opportunity to object.

4.3. Each party shall carry out its respective obligations using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Provided that the Recipient has met the foregoing standard of care, the Recipient shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

4.4. Each party agrees that it will not provide any subcontractor or other third party with access to the Confidential Information of the other, unless the subcontractor or third party has agreed to be bound by similar confidentiality and nondisclosure obligations in favor of the Disclosing Party.

4.5. Upon the expiration or termination of this Agreement, the Recipient shall return to the Disclosing Party or certify in writing that it has destroyed or deleted all Confidential Information. All data provided to EasyVote by County shall be returned to County by EasyVote in an electronic comma delimited format at no charge to County.

#### 5. INSURANCE; LIABILITY

5.1. **INSURANCE.** EasyVote will purchase and maintain during the term of this Agreement property and casualty insurance that is reasonable and commercially reasonable in light of such party's business, assets, operations and reasonably anticipated risks.

5.2. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement or the foreseeability of any damages or losses, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use in connection with this Agreement or any action or inaction relating hereto.

5.3. **LIABILITY CAP.** Notwithstanding any other provision of this Agreement, in no event will EasyVote be liable to County, whether for money damages, any claim for indemnification, or any action sounding in breach of contract, breach of warranty, tort or any other cause of action, in connection with the Licensed Software or otherwise relating in any manner to this Agreement, the transactions or activities contemplated by this Agreement, or any other matter or circumstance relating to the subject matter of this Agreement, for an amount in excess of the fees actually paid by County to EasyVote pursuant to this Agreement during the twelve (12) month period immediately preceding the date on which EasyVote's liability is alleged to have arisen.

## 6. LIMITED WARRANTY

6.1. **LIMITED WARRANTY.** EasyVote represents and warrants that the Licensed Software will substantially conform to the published specifications for the Licensed Software as provided in the Documentation for ninety (90) days after the Effective Date. County's sole and exclusive remedy, and EasyVote's sole obligation, for breach of the foregoing warranties shall be for EasyVote, at its option, to correct, repair or replace the copy of the Licensed Software.

6.2. **WARRANTY EXCLUSIONS.** The warranties provided in this Section will not apply to (i) Licensed Software that is modified by County or its employees or agents (other than a modification authorized or approved by EasyVote), (ii) Licensed Software that is damaged after acceptance by County by any cause other than a failure that results from a breach of warranty by EasyVote, (iii) Licensed Software that is damaged after acceptance by County, (iv) Licensed Software that is damaged after acceptance by County by abuse, misuse, operation other than in accordance with applicable documentation or through County's failure to perform routine or required maintenance, or (v) any failure of the Licensed Software to be compatible with any other systems or operating environment.

6.3. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EASYVOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND EASYVOTE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO COUNTY IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EASYVOTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. EASYVOTE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EASYVOTE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF,

DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY COUNTY SYSTEM.

7. GENERAL

7.1. AMENDMENT. The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by both Parties.

7.2. ASSIGNMENT. Neither County nor EasyVote may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

7.3. CONTROLLING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed wholly within such State. Any dispute between the Parties that cannot be resolved through mutual agreement may be litigated in any competent jurisdiction and each Party hereby submits to the non-exclusive personal jurisdiction of the Courts of Fort Worth Texas, Texas and the U.S. District Court for the Northern District of Texas in connection with any suit, claim or proceeding arising out of or relating to this Agreement and agrees not to assert any defense based upon the inconvenience of the forum in connection with any suit or proceeding initiated in any such court.

7.4. ENTIRE AGREEMENT. The terms in RFP No. F2024018 Annual Contract for Personal Financial Statement Management Software Subscription documents and EasyVote's response to RFP No. F2024018 take precedence over any conflicting terms in this document and any other documents associated with this Agreement.

7.5. FORCE MAJEURE. Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for services rendered.

7.6. INDEPENDENT ENTITIES. The parties are independent entities. Neither party nor any consultant of either party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

7.7. NOTICES. Any notice required under the Agreement shall be made in writing, addressed to the appropriate party at its address, as indicated in the Order or in the books and records of EasyVote, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.8. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. SUCCESSORS AND ASSIGNS. County and EasyVote together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

7.10. THIRD PARTY OBLIGATION. Nothing contained herein shall create any obligation or contractual relationship with any third party and there are no third party beneficiaries of this Agreement.

7.11. WAIVER. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

7.12. Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

EASYVOTE SOLUTIONS INC:

By: Charles Davis

Print: Charles Davis

Title: CFO

Date: 3/6/24

TARRANT COUNTY, TEXAS

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

03062024

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



# Service Agreement

## **EasyVote Solutions Service Agreement**

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- 7. New Feature Additions/Statement of Work Process/Development Methodology**
- 8. Agreement and Performance Review**

## **1. General Overview**

This agreement represents a Service Agreement between EasyVote Solutions Inc. ("EasyVote" or the "Company") and the Tarrant County Clerk's Office ("Customer") (together defined as the "stakeholders") for the provisioning of support services required to support EasyVote products or services that were contracted by means of RFP F2024018, Annual Contract for Personal Financial Statement Management Software Subscription and EasyVote's response to RFP F2024018.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all support services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures, unless explicitly stated herein.

### **Goals & Objectives**

The purpose of this Agreement is to communicate the elements and commitments in place to provide consistent service, support, and delivery to the Customer by EasyVote Solutions.

The goal of this Agreement is to obtain a mutual understanding for service support provisioning between EasyVote Solutions and its Customer.

The objectives of this Agreement are to:

- Provide a clear overview of services covered under the agreement available through EasyVote Professional Services.
- Provide a clear reference to service time frames.
- Present a clear, concise, and measurable description of service support provisioning to the Customer.

### **EasyVote Solutions Company and Product Overview**

EasyVote's mission is to change how the Personal Financial Statement (also referred to as "PFS") process at the city, county, and state levels are run in the United States. The Company's software solution is currently implemented in over 300 jurisdictions, including Tarrant County, in

26 states across the nation. EasyVote provides technology tools to improve and make more efficient the communication and reporting necessary to conduct Personal Financial Statement reporting today. The tools provided by EasyVote are designed to reduce the time it takes to perform essential tasks and to contribute the data needed to make the most intelligent and timely management decisions. EasyVote's software tackles all the critical areas of the management of Personal Financial Statement (PFS) reporting.

## **2. Initial Implementation Description**

EasyVote Solutions provides implementation services for any newly purchased EasyVote Election Management module. This ensures that EasyVote customers get up to speed as soon as possible to realize the benefits of their purchased software.

### **2.1 Implementation Scope**

EasyVote Solutions' implementation covers all items responded to in RFP F2024018, Annual Contract for Personal Financial Statement Management Software Subscription. Implementation is delivered as a checklist that defines all implementation steps, time frames, and metrics for completion.

### **2.2 Project Management**

Our experience in working with hundreds of election offices has proven that the most successful implementations begin with a project plan. You will be assigned a Project Manager to oversee the implementation. The Project Manager might also be your Account Manager or could be a separate individual, all depending on the size and scope of the implementation.

Your Project Manager will conduct a consultation session(s) with you and based on the feedback, will design a project plan. This project plan will define the agreed upon steps, establish timelines, and create milestones that you and EasyVote Solutions will jointly sign off on. Points to be reviewed in the consulting session will include:

- Customer expectation of software
- Review of current customer processes

- Best practices for configuration based on customer processes
- Discussion of roll-out and timelines
- Discussion on training

### **2.3 Initial Technical Installation**

Initial Technical Installation – EasyVote will work with your project team to ensure that the EasyVote application gets properly installed on desktops and laptops. EasyVote will work with IT to ensure that the proper ports are enabled in the firewall and the web addresses that the EasyVote application uses to communicate to the EasyVote servers are whitelisted as safe addresses within the County Clerk’s Office/Tarrant County firewall.

### **2.4 Initial Configuration**

Initial System Configuration – EasyVote Account Managers will work with the customer to help complete a standard system configuration (a “Standard System Configuration” or “SSC”). Common items in an SSC are listed below. A more comprehensive list will be established during the implementation process.

- **Basic Info**
- **Security**
- **Users**
- **Administrative Settings**
- **System Nomenclature**
- **Document Settings**
- **Website Settings**

## 2.5 Initial Training

Initial training can be carried out in one of the two following formats or a combination of the two.

1. **Onsite:** Part of the implementation process includes 1 onsite training day from our implementation staff. (This option is not typically used for EasyCampaignFinance and EasyFocus.)
2. **Web-Based Training:** Part of the implementation process includes 2 to 3 web-based training sessions from our implementation staff.

Along with the onsite/web-based training, EasyVote offers as part of this agreement the following training resources:

1. **QuickStart Guides:** Enables the user to quickly learn specific features of the system.
2. **Help Screens:** Within EasyVote, help screens are embedded throughout the different modules for added information/help.
3. **Training videos:** Training videos are available for certain module functionality. Check with your Account Manager for more information.

### 2.5.1 Standard Training Overview

Initial Training – Training resources include:

- Basic Training
  - Layout of the system
  - Radial Menus
  - Grid options (filters, search, grouping, column chooser)
  - Nomenclature
  - Settings (Election Types, Jurisdictions, Parties)
  - How to manage and maintain
    - Polling Locations
    - Precincts
    - Distribution Centers
  - How to Create an Election
- Module Training
  - All skills related to performing functions in purchased module(s).

**2.6 Standard (Part of SaaS Subscription) vs. Non-Standard (Paid Professional Services\*) for Implementation**

<b>Implementation Process</b>	<b>Included with Customer Subscription</b>	<b>Available for an Additional Fee</b>
Product Management	Initial consultation, project plan and timeline creation	Return on Investment analysis; process re-engineering workflows
Technical Installation	Software installation files (desktop and mobile), website set-up, network configuration guide.	Hardware installation
Configuration	Basic set-up of jurisdiction, polling locations, set-up of users, set-up security, set-up of election	Recreating the customer's manual process workflow within EasyVote
Data Importing	Data import for basic information of locations, poll workers, equipment, voter information, or tasks	Any historical information that needs importing; any images or documents that need importing
Training	1 onsite, 2 web trainings for basic system training and module training for customer staff; 1 annual web-based refresher training	Any additional training sessions, or training for new election staff, or any training for non-election staff, such as poll workers or candidates

See Pricing Schedule in Attachment A

**3. Milestone Payments**

Technical Installation/Implementation	Includes initial setup of the EasyVote platform and (tested) installation on all computers.	30%
The beginning of User Acceptance Testing	Set up scenarios where users test the system and begin training. This also includes status calls that will discuss open items, project timeline spreadsheet, milestones, any	35%

	features needed to be added, and any on-going training schedule.	
The business acceptance/project sign-off	Review customer satisfaction for all expectations, discuss next year activities/needs.	35%

#### 4. Support Resources and Support Escalation Plan

- **Support Hours:** (7am – 6pm Eastern Time)
- **Phone Number:** (Will be provided at time of Implementation)
- **Support Resources:**
  - Account Manager/Business Development
  - Office Support (provide customer with email, phone number for inside support)
  - Support Director (with development involved)
- **Escalation Plan:**

TYPE and PRIORITY	FIRST RESPONSE*	TIME TO RESOLUTION
Priority 3 – Service not available (all users and functions unavailable)	Within <b>1 hour</b> and follow up with development’s findings	Issue will be resolved within 24 hours
Priority 2 – Significant degradation of service (large number of users or business critical functions affected)	Within <b>3 hours</b> and follow up with development’s findings	Issue will be resolved within 72 hours
Priority 1 – Limited degradation of service (limited number of users or functions affected, business process can continue).	Within <b>6 hours</b> and advise customer on development timing	Will let customer know when a release will be published with accompanying release notes within 1 week.

\*In all instances, support will contact customer within 1 hour via email or phone call that the report has been received and is currently being reviewed.

- **Support Contact Methods:**
  - Login to FreshDesk support platform – Create a ticket with your issue and

- someone in our support team will respond
- Help Screen in platform – help at your fingertips
- Phone call or email to Account Manager

- **Support Calls/Contacts:**

- All calls should be from staff identified during implementation as customer support contacts to EasyVote Support.

<b>Support</b>	<b>Included with Customer Subscription</b>	<b>Available for an Additional Fee</b>
Software usage questions	Any questions or help through the PFS cycle using the EasyVote software. After first PFS cycle, EasyVote will answer any questions that impede customer from using the EasyVote software or any questions about a new feature added to the software. For any other general questions Customer should refer to FreshDesk, EasyVote QuickStart guides, help screens (within the EasyVote software) or help videos.	After 1 <sup>st</sup> PFS cycle any onsite support request
Technical support	Any software bugs a customer finds.	Network analysis, data clean-up
Hardware support	None, unless hardware was purchased from EasyVote	None
PFS set-up support	For the first cycle	Any additional PFS cycle, unless EasyVote made a feature change that the customer will need additional training to learn.

## 5. Roles and Responsibilities

### 5.1 EasyVote Solutions Responsibilities

EasyVote will provide the Azure Cloud infrastructure, software technology, people, and processes necessary for EasyVote software implementation and support

- Clearly communicate all EasyVote implementation and support processes
- Meet response times associated with support escalation
- Meet with customer annually to review support metrics

### 5.2 Customer Responsibilities

To ensure that the customer receives the highest level of implementation and support services, the following Customer responsibilities must be met:

- Provide IT assistance during installation
- Ensure that all the necessary ports are open
- Ensure that all the necessary websites are whitelisted
- Ensure that all provided hardware specs have been followed
- Provide data for importing in the format that EasyVote requires
- Follow all instructions from EasyVote regarding configuration and training
- Use available resources (Freshdesk, QuickStart guides, help screens, and help videos) as the first step in requesting support

## 6. EasyVote Technical Infrastructure Overview

### EasyVote's Commitment to Technological Advances and "State of the Art" Capabilities

Every EasyVote product has been developed based on understanding and solving the productivity and efficiency issues found within elections. We have listened to our customers' needs and built quality technology tools to help fix their problems. We wanted to make the tools easy to use and ensure that they changed as the election process changed. We saw too many other solutions being used by the elections community that were based on very old, outdated technology. We do not let this happen at EasyVote. Along with quarterly revision reviews and additional added features, we have based our solution on Microsoft's state of the art Cloud Solution, Azure.

### **EasyVote's System Security Profile**

EasyVote's core business layer is a cloud-based web service RESTful (stateless) API used by both the Windows App and all Web Applications. The JSON data is transported using standard HTTPS SSL encryption using certificates provided by Microsoft Azure. These certificates are well guarded. Internal passwords and other important personal information are encrypted using a one way cryptographic hash so that recovery of any passwords is impossible. Passwords are always reset using the two-factor method tied to the user's cell phone. EasyVote's main database storage is Microsoft Azure SQL Server 2016. These databases are protected from outside connection by two different rings of firewalls. Microsoft Azure provides dual security so that only internal services may directly access the database information (i.e. our web services).

Microsoft also provides monitoring using their "Security Center" services. Security Center allows for real time monitoring of the Azure Services plus "Transparent Data Encryption" (TDE) that completely protects the live database plus all backups of the production database.

In addition to the above-mentioned security standards, the EasyVote authentication process for the Windows application utilizes an extended RSA- and AES-based key exchange method to ensure the user credentials and resulting sensitive data are transmitted using an additional 3 256-bit AES encryption keys. The user ID, password, and token information are each encrypted independently using a separate key. This enhanced security also allows the application to transmit other sensitive data over the network with additional cryptographic security.

### **EasyVote's Areas of Expertise**

EasyVote Solutions Inc. was created to serve the elections market and all activities that are associated with elections. This is EasyVote's only business sector. We have made our "area of expertise" providing technology tools that create efficiency, better data reporting, and better communications to those individuals who have the responsibility of preparing and running elections.

The staff we hire who support our customers are all former election officials. We feel that to fully understand our customers' needs we must have people who can relate to their needs through past experiences. Every one of our customers is assigned an Account Manager with past election experience who is responsible for initial implementation, configuration, and training for the system. The Company's team members are also responsible for coordinating additional resources to complete the project, if needed. After implementation, Account Managers are responsible for any support needs from their designated Customers.

Our entire development team is based in the Southeast region of the United States. 100% of our software development and support are US based. None of EasyVote's development is done outside of the United States and all customer data is stored within the United States.

EasyVote Solutions uses the Microsoft Azure cloud ecosystem. This means that all data hosted is stored instantly within multiple servers in multiple geographic locations within the United States. We have a primary east and west coast virtual data center that are on different network and electrical gridlines.

#### Encryption / Security

- All data is encrypted "at rest" (when stored and not used) by the use of the strongest encryption keys as part of the Azure SQL Server TDE product
- All data is encrypted "in flight" (when sent) using TLS/SSL (or https) using Microsoft verified certificates.
- All logins are verified using a combination of email address and a strong password (at least one uppercase, one lowercase, one digit, and a special character).

#### Scalability

- Our cloud installation uses "auto-scaling" which means that the system can adjust its capacity if it receives more traffic than planned.
- In addition, we can easily increase or decrease the power and speed of our servers to accommodate larger elections.
- All data is stored forever in our cloud environment.

#### Reliability

- The Microsoft Azure reliability infrastructure is used for EVS, which ensure that the system can handle regular and unexpected failures of hardware without interruption to critical services.
- Our services are hosted across availability zones to increase our ability to continue to deliver service in the event of a major outage.

#### Compliance

- EVS targets the controls identified in NIST 800-53 and is working towards StateRAMP certification
- Microsoft Azure cloud is certified for secure use across many security protocols. More information available at Azure Compliance.

#### Data Center Certifications

## SSAE 18

The Statement on Standards for Attestation Engagements No. 18, establish requirements and provide application guidance to auditors for performing and reporting on examination, review, and agreed-upon procedures engagements, including Service Organization Controls (SOC) attestations.

- Type 1 – A data center’s description and assertion of controls, as reported by the company.
- Type 2 – Auditors test the accuracy of the controls and the implementation and effectiveness of controls over a specified period of time.

## SOC 1

This set of Service Organization Controls reports, developed by the AICPA, measures the controls of a data center as relevant to financial reporting.

## SOC 2

This report and audit is completely different from the previous. SOC 2 measures controls specifically related to IT and data center service providers. The five controls are security, availability, processing integrity (ensuring system accuracy, completion, and authorization), confidentiality and privacy. There are two types:

- Type 1 – A data center’s system and suitability of its design of controls, as reported by the company.
- Type 2 – Includes everything in Type 1, with the addition of verification of an auditor's opinion on the operating effectiveness of the controls.

## SOC 3

This report includes the auditor’s opinion of SOC 2 components with an additional seal of approval to be used on websites and other documents. The report is less detailed and technical than a SOC 2 report.

<https://azure.microsoft.com/en-us/overview/trusted-cloud/compliance/>

## 7. New Feature Additions/Statement of Work Process/ Development Methodology

### 7.1 Development Methodology Overview

- **Development Best Practices**

- Agile development process
- Azure Cloud Best Practices for micro services
- Token based authentication and authorization
- All web services (API) are JSON based and stateless
- Sharing the codebase between all programmers
- A single coding standard to which all programmers adhere
- Peer code reviews
- Performance testing
- Quality and defects management
- Development, system, and production environments
- Code analysis
- Portability for Android, iOS and Windows apps

- **Design and Architecture Process**

- **Requirements Gathering**

- Customer consultation for the following discovery:
  - Understand basic overview of new solution customer would like to implement
  - Discuss customer's current processes and current technology tools to carry out those processes
  - Uncover the bottlenecks/inefficiencies in the current processes or what is driving them to look at new solutions
  - Discover which current technology tools work and which do not
  - Understand customer's goals in implementing a new system, for example:
    - Reduce time to complete processes
    - Reduce resources to complete processes
    - Create more productivity and accuracy in finished process
    - Produce better data analytics for completed processes
    - Add elements to the process that are not currently capable with present technology tools and resources
    - Understand desired outcomes in new system – short term and long term
  - New system points of discussion

- Major system capabilities
- System interfaces
- Policy and Regulation Requirements
- Security Requirements
- Capacity Requirements
- Training Requirements
- System Integration Requirements
- Customization and Flexibility
- Understand any limitations that could cause a new system implementation to not be successful

### **Initial Design Architecture**

- Review gathered information and develop a draft solution
  - Produce document based on customer consultation that describes proposed solution
  - Design considerations
    - Priority feature vs. nice-to-have features
    - Design complexity for after-implementation support
    - Feature/Cost breakdown
    - Ease-of-use in finished design
    - How design meets customer expectations
    - How relative design will stay through 5-6 years of usage
  - Draft design document will contain:
    - Overall introduction to proposed solution
    - Design breakdown by feature/function
    - Technology architecture breakdown and diagram
    - Screenshot mock-ups
    - Questions/designs changes to be discussed

### **Communication Plan to Confirm Findings, Gather Feedback, and Move Towards a Finished Design**

- Initial meeting to review design draft
- Receive customer feedback for design modifications
- Alter design draft for review
- Continue review process and consider the following design change criteria:
  - How will the change improve Customer's value of the software?
  - Will the change cause regression in functionality?
  - Will the change impact the total cost of ownership of the design?
  - Will the change impact performance and/or usability?
- Show flexibility to design changes in order to offer the most value for customer solution

## 7.2 New Feature Process

- New feature requests are collected by the EasyVote support, sales, development and management teams
- Meeting involving EasyVote development, support, and CEO or COO to discuss requirement priorities and answer the following questions:
  - How will the change improve our customer's value of the software?
  - How will upgrades impact all Customers?
  - Will the change cause regression in functionality?
  - Will the change impact the total cost of ownership of our products?
  - Will the change impact performance and/or usability?
- Consensus is decided, and features development times are discussed. The highest priority features that fit in the development cycle become part of the next release. Less needed priorities are pushed to the next cycle or become standbys depending on development resources.
- A scope, and a scope dashboard are developed to be followed to track time, cost, and progress. Scope dashboard consists of:
  - Feature
  - Priority
  - Time/Cost
  - Customer expectations
  - Business impact of de-scoping any feature
- Weekly peer meetings are held to discuss development progress and feature accuracy.

## 7.3 Testing Procedures

- Testing Process
  - Creation of test plan
    - Testing requirements (scope)
    - to identify the software to be tested
    - to identify the testing objectives
  - Testing approach
    - to identify the methods and testing tools required
    - to identify any client assumptions/dependencies/limitations
  - Testing tasks and deliverables
    - to identify the activities to perform within each testing phase
    - to identify the external (client) deliverable document
    - to identify the internal deliverable documents
  - Testing phases and time schedules
    - to identify the start and end date for each phase of software testing
    - to identify delivery dates for all document deliverables

- Completion criteria
  - to identify the completion criteria of each identified software phase
- Tests to be performed
  - Unit tests
  - Integration tests
  - System tests
  - Performance tests
- Test Procedures
  - Review all requirements and design documents
  - Create and maintain a detailed Test Project Plan
  - Define any necessary regression tests
  - Where possible, create scripts to automate the execution of a test case
  - Ensure the Test Plan is reviewed by development and quality assurance
  - Verify that the Test Environment has been created
  - Conduct the test as specified in the test cases
  - Identify any problems that are encountered or where the actual results do not agree with the defined expected results and complete a Problem Report
  - Once all problems have been resolved, re-run the necessary tests
  - Produce Post project test reports

#### **7.4 Communication of Updates / Release Notes**

- Release notes
  - Standard content
    - Features by module
    - Last page includes all bug fixes by module
- Release notes to be sent out one week prior to new release
- All critical bug releases are communicated to customers via release notes delivered by email, desktop home page, and/or support site
- Website with customer login will be created to post release notes for customers to view and download
- Future roadmap release will also be posted for customer access

**8. Agreement and Performance Review**

This Agreement is valid from (*initial implementation date and for 1 year afterward*). At a minimum, the Stakeholders will review this Agreement once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect until the next review period.

EasyVote Solutions will be responsible for facilitating regular reviews of this document. The primary Stakeholders may amend parts of this Agreement, but must communicate any changes to all affected parties in a timely manner. EasyVote Solutions will incorporate all subsequent revisions and obtain mutual agreements as required.

EasyVote Solutions will meet with the Customer on an annual basis to review support performance as outlined in this agreement.

**EASYVOTE SOLUTIONS INC:**

By: Charles Davis

Print: Charles Davis

Title: CFO

**TARRANT COUNTY, TEXAS**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Pricing Schedule**

All-inclusive fixed-price for Year 1 which includes: Software licensing, Implementation, Support & Maintenance	\$33,500.00
Year 2 fixed-price for Annual Software Subscription, Technical Support and Maintenance	\$15,000.00
Year 3 fixed-price for Annual Software Subscription, Technical Support and Maintenance	\$15,000.00
Hourly Rate for Professional Services, if needed.	\$125.00/Per Hour
<b>TOTAL PROPOSED PRICE</b>	<b>\$63,500.00</b>

03062024

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.