

C-73-19-034-3-01

SERIAL 190265-RFP

AMENDMENT No. 3

To

SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM

Between

DOMINION VOTING SYSTEMS, INC.

&

MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Dominion Voting Systems, Inc. ("Contractor") have entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Agreement") County Contract No: 190265-RFP.

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. On May 20, 2021, Secretary of State Katie Hobbs wrote a letter to the Maricopa County Board of Supervisors (Exhibit 1), stating the following in paragraph two of the letter:

"Therefore, my Office consulted with election technology and security experts, including at the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency, regarding the appropriate next steps, and each unanimously advised that once election officials lose custody and control over voting systems and components, those devices should not be reused in future elections. Rather, decommissioning and replacing those devices is the safest option as no methods exist to adequately ensure those machines are safe to use in future elections. As such, my Office is urging the County not to re-deploy any of the subpoenaed machines that it turned over to the Senate in any future elections. Instead, the County should acquire new machines to ensure secure and accurate elections in Maricopa County going forward."

2. Following the Secretary's guidance, the Maricopa County Board of Supervisors has chosen to amend the Agreement by purchasing from Contractor all voting system components provided to the Arizona State Senate pursuant to the January 12, 2021 subpoena (the "Subpoenaed Equipment"). A list of the Subpoenaed Equipment is detailed in Schedule A. The "Subpoenaed Equipment" will no longer be used by the County and the County is authorizing the Contractor to remove, inspect and properly dispose of the "Subpoenaed Equipment." The pricing and payment information related to the purchase are outlined in Schedule A.

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3. The County will acquire new voting system components to replace the Subpoenaed Equipment pursuant to the existing lease terms of the Agreement. The new equipment description, quantities and delivery information are outlined in Schedule A. The "Payment Term" of "Net 30 Days" and the "Unit Lease Price per Month" payment/pricing schedule for the new equipment shall remain as specified in Exhibit A to the Agreement.
4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.



Authorized Signature

John Poulos, President & CEO

Printed Name and Title

1590 Wynkoop St, Denver, CO 80202

Address

8/10/2021

Date

MARICOPA COUNTY:



Jack Sellers, Chairman
Maricopa County Board of Supervisors

8/10/2021

Date

Approved as to form on August 6, 2021 by the Maricopa County Attorneys Office:



Joseph La Rue, Deputy County Attorney

August 6, 2021

Date

Maricopa County, Arizona
Amendment No. 3

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SCHEDULE A

1. **Pricing and Itemized Summary** – Description, quantities and pricing for the purchase of the Subpoenaed Equipment and related services. All pricing in U.S. Dollars

Product/Service	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware			
ImageCast Central Kit - G1130	5	\$25,000.00	\$125,000.00
ImageCast Central Kit - HSS	4	\$200,000.00	\$800,000.00
		Sub-Total	\$925,000.00
In-Person Voting: Polling Location Hardware			
ImageCast Precinct 2 Tabulator	385	\$4,500.00	\$1,732,500.00
		Sub-Total	\$1,732,500.00
Election Management Hardware			
EMS Standard Server Kit (R630/WS2012/SS2016)	2	\$17,000.00	\$34,000.00
EMS Client Workstation Kit (3440 XE)	4	\$1,700.00	\$6,800.00
EMS Adjudication Workstation Kit (3431)	20	\$1,700.00	\$34,000.00
		Sub-Total	\$74,800.00
			\$75,000.00
Estimated Shipping	n/a		\$25,920.00
Purchase Total			\$2,833,220.00

2. **Payment Schedule** - Contractor shall provide invoices to the County as described below. The County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Contractor invoice.

ID	Payment Invoice Issued	Payment Amount
1	Amendment No. 3 Signing	\$2,833,220.00

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3. **Itemized Summary** – Description and quantities for new replacement leased system equipment.

Product/Service	Qty
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Kit - G1130	5
ImageCast Central Kit - HSS	4
In-Person Voting: Polling Location Hardware	
ImageCast Precinct 2 Tabulator	385
Election Management Hardware	
EMS Standard Server Kit (R630/WS2012/SS2016)	2
EMS Client Workstation Kit (3440 XE)	4
EMS Adjudication Workstation Kit (3431)	20

4. **Delivery Details.**

TBD

SERIAL 190265-RFP

EXHIBIT 1



KATIE HOBBS
SECRETARY OF STATE

May 20, 2021

VIA EMAIL ONLY

Maricopa County Board of Supervisors
Chairman Jack Sellers, District 1
Jack.Sellers@maricopa.gov
Supervisor Steve Chueri, District 2
Steve.Chueri@maricopa.gov
Supervisor Bill Gates, District 3
Bill.Gates@maricopa.gov
Supervisor Clint Hickman, District 4
Clint.Hickman@maricopa.gov
Supervisor Steve Gallardo, District 5
Steve.Gallardo@maricopa.gov

RE: SUBPOENAED ELECTION EQUIPMENT

Dear Supervisors,

I am writing to express my concerns about Maricopa County's election equipment that was turned over to Senate President Karen Fann and Senator Warren Petersen and their agent, Cyber Ninjas, pursuant to the January 12, 2021 subpoena, including components of the certified Dominion Democracy Suite 5.5B voting system. I understand Cyber Ninjas has begun returning the election equipment to the County. I have grave concerns regarding the security and integrity of these machines, given that the chain of custody, a critical security tenet, has been compromised and election officials do not know what was done to the machines while under Cyber Ninjas' control.

Indeed, such loss of custody constitutes a cyber incident to critical infrastructure—an event that could jeopardize the confidentiality, integrity, or availability of digital information or information systems.¹ Therefore, my Office consulted with election technology and security experts, including at the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency, regarding the appropriate next steps, and each unanimously

¹ See Dep't of Homeland Security, Cyber Incident Reporting, *available at* <https://www.dhs.gov/sites/default/files/publications/cyber%20Incident%20Reporting%20United%20Message.pdf>.

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advised that once election officials lose custody and control over voting systems and components, those devices should not be reused in future elections. Rather, decommissioning and replacing those devices is the safest option as no methods exist to adequately ensure those machines are safe to use in future elections. As such, my Office is urging the County not to re-deploy any of the subpoenaed machines that it turned over to the Senate in any future elections. Instead, the County should acquire new machines to ensure secure and accurate elections in Maricopa County going forward.

A fundamental requirement to ensure the security and integrity of election equipment includes maintaining strict access limitations and a clear chain of custody to prevent both intentional and inadvertent tampering. Arizona's election procedures enumerate detailed requirements to protect voting equipment from these threats.² Federal election standards also set best practices, which require voting equipment to remain securely stored in facilities that prevent unauthorized access.³ As you know, the Maricopa County Elections Department upholds strict chain of custody procedures for its voting equipment by securing equipment in limited-access facilities, logging access to the equipment, and air-gapping equipment at all times.

However, once the subpoenaed machines were turned over to the Senate and Cyber Ninjas, it is unclear what, if any, procedures were in place or followed to ensure physical security and proper chain of custody. Indeed, our expert observers, as well as multiple news reports, have noted troubling security lapses. And Cyber Ninjas has failed to provide full transparency into what they did with the equipment. No election official or expert observer designated by my Office was allowed to remain with the equipment for the duration of the Cyber Ninjas' processing and handling of the equipment, nor did Cyber Ninjas provide a continuous, clearly visible livestream of the area where voting equipment was stored and handled. The lack of physical security and transparency means we cannot be certain who accessed the voting equipment and what might have been done to them.

Unfortunately, after a loss of physical custody and control, no comprehensive methods exist to fully rehabilitate the compromised equipment or provide adequate assurance that they remain safe to use. While the machines could be put through an intensive and costly forensic examination by an accredited, national forensics laboratory, even after such forensic examination, machines are generally not recommissioned given that the forensic analysis cannot be guaranteed to locate all potential problems.

Considering the potential impact of decommissioning the subpoenaed equipment, including on taxpayer dollars and County operations, my Office did not reach this decision lightly. However, given the circumstances and ongoing concerns regarding the handling and security of the equipment, I believe the County can agree that this is the only path forward to ensure secure and accurate elections in Maricopa County in the future.

To be clear, this letter pertains only to the specific pieces of subpoenaed election equipment that the county turned over to the Senate and its contractors, and not to the underlying

² Elections Procedures Manual, Chapter 4, Section III, at pages 95 - 98.

³ See, e.g., U.S. Election Assistance Commission, Election Management Guidelines, Chnp. 3, available at https://www.eac.gov/sites/default/files/eac_assets/18/200.pdf.

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Dominion voting system, which remains certified for use in Arizona, nor any other election equipment that the County did not turn over to the Senate and its contractors.

If the County intends to re-deploy the subpoenaed equipment, over which the County lost custody and control, for use in future Arizona elections, please notify my Office as soon as possible, and no later than July 1, 2021, so that we may properly consider decertification proceedings pursuant to A.R.S. § 16-142 as to the subpoenaed equipment.

Thank you for your prompt attention to this important matter.

Sincerely,



Katie Hobbs
Arizona Secretary of State

cc:

Stephen Richer, Maricopa County Recorder
sricher@risc.maricopa.gov

Scott Jarrett, Director of Election Day and Emergency Voting,
Maricopa County Elections Department
sjarrett@risc.maricopa.gov

AMENDMENT No. 4
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

This Amendment No. 4 to the Contract No. 190265-RFP Elections Tabulation System Agreement between Dominion Voting Systems, Inc. ("Contractor") and Maricopa County, Arizona ("County" or "Customer") is made and entered into as of this 1st day of August, 2022.

RECITALS

WHEREAS, Maricopa County, Arizona and Dominion Voting Systems, Inc. entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Original Agreement") County Contract No: 190265-RFP;

WHEREAS, County and Dominion Voting Systems, Inc. amended the Original Agreement by entering into (i) Amendment No. 1 to the Original Agreement on or about December 20, 2019; (ii) Amendment No. 2 to the Original Agreement on or about February 6, 2020; and (iii) Amendment No. 3 to the Original Agreement on or about August 10, 2021 (collectively, the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 are referred to herein as the "Agreement"); and

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

TERMS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Term of Agreement.** Section 1.0 of the Agreement shall be deleted in its entirety and replaced with the following language:

"1.1 This Contract is for a term of four (4) years and nine (9) months, beginning on the 1st day of August 2019 and ending the 30th day of April, 2024. The contract will consist of two independent phases:

 - 1.1.1 Phase 1 – Pilot: Over the course of the first five months of the Contract Term (August 1, 2019 through December 31, 2019) the County will conduct a pilot test of Dominion's equipment at no cost to the County.
 - 1.1.2 Phase 2 – System Installation and Ongoing Services: Beginning January 1, 2020 through April 31, 2024, Dominion shall provide all equipment, services and related licenses to the County at the corresponding prices as outlined in this Agreement.

1.2 The County may, at its option and with the agreement of the Contractor, renew the terms of this Contract for additional terms up to a maximum of an additional one (1) year and three (3) months. The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the contract Term.

1.3 **CONTRACT COMPLETION:**
The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.
3. **Amendments to Exhibit A.** Exhibit A to the Agreement will be amended as follows:

SERIAL 190265-RFP

- a. The pricing chart contained in Exhibit A, as amended, will be deleted in its entirety and replaced with the following pricing chart:

LEASE TERM		
DESCRIPTION/SERVICE/EQUIPMENT	Enter Model# and Proposed Quantity (when applicable)	Unit Lease Price per Month
1 Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553	
	ImageCast BMD - 553	\$61.17
	ImageCast Precinct - 553	\$75.08
2 Central Count Tabulators	G1130 - 12	\$481.25
3 Central Count Tabulators	High Speed Scanner - 2	\$3,322.75
4 Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553 / ImageCast Precinct Audio Tactile Interface (ATI) - 553	
	ImageCast BMD Audio Tactile Interface (ATI) - 553	\$7.22
	ImageCast Precinct Audio Tactile Interface (ATI) - 553	\$4.52
5 Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 4 / UPS - 1	
	Standard Server - 2	\$327.25
	Client Workstation - 4	\$32.73
	Adjudication - 4	\$32.73
	UPS - 1	\$15.40
6 Additional Peripherals (if needed)	Voting Booth - 553 / ImageCast BMD Transport Bag - 553 / ImageCast Precinct Ballot Box - 553	
	Voting Booth - 553	\$5.68
	ImageCast BMD Transport Bag - 553	\$2.41
	ImageCast Precinct Ballot Box - 553	\$19.25
	UPS - 50	\$0.00
7 Consumable Supplies (if needed)	Seals, etc. - 1	\$192.50
8 Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA	
	Democracy Suite Light - 1	\$9,368.75
	Adjudication - 1	\$2,887.50
	Automated Test Deck - 1	\$1,010.63
	Remote UOCAVA - 1	\$962.50
9 Licenses	Software License / G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553	
	Democracy Suite Light - 1	\$802.08
	Adjudication - 1	\$687.50
	Automated Test Deck - 1	\$240.63
	Remote UOCAVA - 1	\$229.17
	G1130 - 12	\$59.01
	ImageCast BMD - 553	\$3.44
	ImageCast Precinct - 553	\$5.23
	ImageCast HSS - 2	\$236.04
10 Warranty	G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553	
	G1130 - 12	\$34.38
	ImageCast BMD - 553	\$3.55
	ImageCast Precinct - 553	\$3.09
	ImageCast HSS - 2	\$194.79
11 Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty	-
12 Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support - 1	\$37,033.33
13 Training	Included in Support Services	-

*Freight not included above and will not exceed \$45,000

- b. The line added to the Pricing Page by Amendment No. 2 shall be amended to read as follows:

The billing period will start January 1st, 2020 and will end on the 30th Day of April 2024. ~~run on a 3 year cycle through December 31st 2022.~~

- c. The Contact information for Dominion Voting Systems will be updated as follows:

RESPONDENT'S NAME: Dominion Voting Systems, Inc.

COUNTY VENDOR NUMBER:

ADDRESS:

410 17th Street, Suite 850, Denver, CO 80202

~~1201 18th Street Suite 210 Denver, CO 80202~~

~~717 17th Street Suite 310 Denver, CO 80202~~

P.O. ADDRESS:

TELEPHONE NUMBER: (866) 654-8683

FACSIMILE NUMBER: (303) 291-3909

WEB SITE: www.dominionvoting.com

CONTACT (REPRESENTATIVE): Sheree Noell, Director of Sales ~~John Hastings, Regional Sales Manager~~

REPRESENTATIVE'S E-MAIL ADDRESS: Sheree.Noell@dominionvoting.com

~~John.Hastings@DominionVoting.com~~

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

(signatures on following page)

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.



Authorized Signature

John Poulos, President & CEO

Printed Name and Title

PO Box 343 Broomfield, CO 80038

Address

8/30/2022

Date

MARICOPA COUNTY:



Chief Procurement Officer

September 12, 2022

Date

AMENDMENT No. 5
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

This Amendment No. 5 to the Contract No. 190265-RFP Elections Tabulation System Agreement between Dominion Voting Systems, Inc. ("Contractor") and Maricopa County, Arizona ("County" or "Customer") is made and entered into as of this 1st day of October, 2022.

RECITALS

WHEREAS, Maricopa County, Arizona and Dominion Voting Systems, Inc. entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Original Agreement") County Contract No: 190265-RFP; WHEREAS, County and Dominion Voting Systems, Inc. amended the Original Agreement by entering into (i) Amendment No. 1 to the Original Agreement on or about December 20, 2019; (ii) Amendment No. 2 to the Original Agreement on or about February 6, 2020; (iii) Amendment No. 3 to the Original Agreement on or about August 10, 2021; and Amendment No. 4 to the Original Agreement on or about August 1, 2022 (collectively, the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 are referred to herein as the "Agreement"); and

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

TERMS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Amendments to Exhibit A.** The pricing chart contained in Exhibit A, as amended, will be deleted in its entirety and replaced with the following pricing chart:

LEASE TERM			
DESCRIPTION/SERVICE/EQUIPMENT	Enter Models and Proposed Quantity (when applicable)	Unit Lease Price per Month	
		1st Year	
1	Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553	
		ImageCast BMD - 553	
		ImageCast Precinct - 553	
2	Central Count Tabulators	G1130 - 12	
2	Central Count Tabulators	High Speed Scanner - 4	
3	Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553	
		ImageCast BMD Audio Tactile Interface (ATI) - 553	
4	Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 20	
		Standard Server - 2	
		Client Workstation - 4	
		Adjudication - 20	
5	Additional Peripherals (if needed)	ImageCast BMD Transport Bag - 553 / ImageCast Precinct Adapter - 553 / UPS - 50	
		Privacy-Screens - 553	
		ImageCast BMD Transport Bag - 553	
		ImageCast Precinct Adapter for use with Eagle Ballot Box - 553	
		UPS - 50	
6	Consumable Supplies (if needed)	Seals, etc. - 1 -	
7	Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA	
		Democracy Suite Light - 1	
		Adjudication - 1	
		Automated Test Deck - 1	
		Remote UOCAVA - 1	

8	Licenses	Software License / G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553 / High Speed - 4	
		Democracy Suite Light - 1	\$802.08
		Adjudication - 1	\$687.50
		Automated Test Deck - 1	\$240.63
		Remote UOCAVA - 1	\$229.17
		G1130 - 12	\$59.01
		ImageCast BMD - 553	\$3.44
		ImageCast Precinct - 553	\$5.23
		ImageCast HSS - 4	\$236.04
9	Warranty	Warranty / Image Cast ICC - G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553 / ImageCast High Speed - 4	
		Image Cast - ICC G1130 - 12	\$34.38
		ImageCast BMD - 553	\$3.55
		ImageCast Precinct - 553	\$3.09
		ImageCast HSS - 4	\$194.79
10	Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty	-
11	Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support - 1	\$37,033.33
12	Training	Included in Support Services	-

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
(signatures on following page)

IN WITNESS WHEREOF, this Contract Amendment No. 5 is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.

Authorized Signature

John Poulos, President & CEO
Printed Name and Title

PO Box 343, Broomfield, CO 80038
Address

10/17/2022
Date

MARICOPA COUNTY:

Chief Procurement Officer

November 2, 2022
Date

AMENDMENT No. 6
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

This Amendment No. 6 to the Contract No. 190265-RFP Elections Tabulation System Agreement between Dominion Voting Systems, Inc. ("Contractor") and Maricopa County, Arizona ("County" or "Customer") is made and entered into as of this 1st Day of October, 2023.

RECITALS

WHEREAS, Maricopa County, Arizona and Dominion Voting Systems, Inc. entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Original Agreement") County Contract No: 190265-RFP;

WHEREAS, County and Dominion Voting Systems, Inc. amended the Original Agreement by entering into (i) Amendment No. 1 to the Original Agreement on or about December 20, 2019; (ii) Amendment No. 2 to the Original Agreement on or about February 6, 2020; (iii) Amendment No. 3 to the Original Agreement on or about August 10, 2021; and Amendment No. 4 to the Original Agreement on or about August 1, 2022; and an Amendment 5 on or about October 1, 2022 (collectively, the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 are referred to herein as the "Agreement"); and

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

TERMS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
2. **Term of Agreement.** Section 1.0 of the Agreement shall be deleted in its entirety and replaced with the following language:

"1.1 This Contract is for a term of six (6) years, beginning on the 1st day of August 2019 and ending the 31st day of July, 2025. The contract will consist of two independent phases:

- 1.1.1 Phase 1 – Pilot: Over the course of the first five months of the Contract Term (August 1, 2019 through December 31, 2019) the County will conduct a pilot test of Dominion's equipment at no cost to the County.
- 1.1.2 Phase 2 – System Installation and Ongoing Services: Beginning January 1, 2020 through July 30, 2025, Dominion shall provide all equipment, services and related licenses to the County at the corresponding prices as outlined in this Agreement.

1.2 The County may, at its option and with the agreement of the Contractor, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration. The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.”

3. **Amendments to Exhibit A.** The pricing chart contained in Exhibit A, as amended, will be deleted in its entirety and replaced with the following pricing chart:

LEASE TERM		
DESCRIPTION/SERVICE/EQUIPMENT	Enter Model# and Proposed Quantity (when applicable)	Unit Lease Price Per Month
1 Precinct Based Tabulators	ImageCast BMD - 300 / ImageCast Precinct - 550	
	ImageCast BMD - 300	\$61.12
	ImageCast Precinct2 - 550	\$75.08
2 Central Count Tabulators	G1130 - 5	\$481.25
2 Central Count Tabulators	High Speed Scanner - 8	\$7,681.84
3 Accessible Marking-on- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 300	
	ImageCast BMD Audio Tactile Interface (ATI) - 300	\$7.22
4 Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 40	
	Standard Server - 2	\$327.25
	Client Workstation - 4	\$32.75
	Adjudication - 40	\$32.75
5 Additional Peripherals (if needed)	ImageCast BMD Transport Bag - 300 / ImageCast Precinct Adapter - 550 / UPS - 50	
	ImageCast BMD Transport Bag - 300	\$2.41
	ImageCast Precinct Adapter for use with Eagle Ballot Box - 550	\$14.58
	UPS - 50	\$0.00
6 Consumable Supplies (if needed)	Seals, etc. - 1	\$192.50
7 Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA	
	Democracy Suite Light - 1	\$3,368.75
	Adjudication - 1	\$2,887.50
	Automated Test Deck - 1	\$1,010.63
	Remote UOCAVA - 1	\$962.50
8 Licenses	Software License / G1130 - 5 / ImageCast BMD - 300 / ImageCast Precinct - 550 / ImageCast High Speed - 8	
	Democracy Suite Light - 1	\$802.08
	Adjudication - 1	\$687.50
	Automated Test Deck - 1	\$240.63
	Remote UOCAVA - 1	\$228.17
	G1130 - 5	\$59.01
	ImageCast BMD - 300	\$3.44
	ImageCast Precinct - 550	\$5.25
	ImageCast HSS - 8	\$236.04
9 Warranty	Warranty / G1130 - 5 / ImageCast BMD - 300 / ImageCast Precinct - 550 / ImageCast High Speed - 8	
	G1130 - 5	\$34.38
	ImageCast BMD - 300	\$3.55
	ImageCast Precinct - 550	\$3.09
	ImageCast HSS - 8	\$194.79
10 Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty	-
11 Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support - 1	\$37,033.33
12 Training	Included in Support Services	-

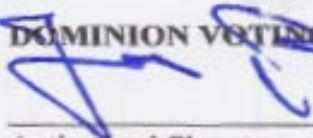
4. **Addition of Exhibit D.** Exhibit D, attached hereto and incorporated herein by this reference, is hereby added to the Agreement immediately following Exhibit C.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

(signatures on following page)

IN WITNESS WHEREOF, this Contract Amendment No. 6 is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.



Authorized Signature

John Poulos, President & CEO

Printed Name and Title

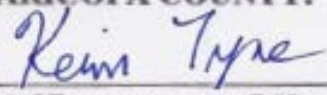
PO Box 343 Broomfield, CO 80038

Address

9/20/2023

Date

MARICOPA COUNTY:



Chief Procurement Officer

September 26, 2023

Date

Exhibit D
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

The parties have agreed that Dominion will use commercially reasonable efforts to incorporate the following updates in a subsequent version of the Voting System. Dominion will submit this subsequent version of the Voting System for certification to the Election Assistance Commission (EAC) in October 2023. If and when the EAC certifies the subsequent version, Dominion will promptly submit the subsequent version for certification in the State of Arizona. If the Customer chooses to upgrade its Voting System following certification by the State of Arizona, Dominion will provide installation services at Dominion's then-current rate.

Upgrade Number	Upgrade Description
1	Upgrade Server • 4 8TB drives and 2 OS drives • 128 GB Memory (SQL Server licensing limits RAM to 128) • 16 CORES CPUs
2	Upon certification upgrade to Version 5.17 • Update Windows Event Logs: Retain Windows Event Logs instead of overwriting. • Update CVR security issues
3	Increase the ImageCast Central batch number limit to allow five digits
4	Increase the size of the SSD hard drives in the Hi-Pros to 1TB
5	Counting Group Settings, all EV ballots to be counted onsite using ICP2s. Already part of 5.17.
6	Update activation code import to allow imports of up to 50,000 records into the Election Management System
7	Investigate and update ability to use Active Directory Workgroup Logins
8	The Adjudication system should generate activity logs for sorting purposes.
9	Ballot Headers: Improve ballot headers so that a "party color" can be specified within the Election Management System. Utilize a single header template instead of maintaining different headers for each party.
10	Search ICP Log Function and terminology
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12	Updated Hash-Value Verification Procedure Check
13	Investigate the ability to create a report to analyze adjudication activity and results by contest.
14	On the ImageCast Central operator screen, spread out the buttons. Separate the "Accept" and "Reject" buttons. Utilize more of the screen space and increase font sizes (so operators and observers can read the numbers more clearly without needing reading glasses).
15	Adjudication improvements to be included in next EAC release:

	• Implement a process to prioritize batches for adjudication to accommodate being able to process the hand count batches more quickly and get the results of the batch printed faster so they can be boxed with the ballots • Improve alignment of ballot images with respect to Adjudication • Implement functionality that keeps ballot centered on adjudication screen • Implement functionality to select different actions for precinct-based tabulators versus central count tabulators
16	Test Deck improvements (incremental patterns and write-in exceptions)
17	Upon identification of a third party product by Maricopa County to monitor Key Logging DVS will submit as part of the EAC submission.
18	Upon identification of a third party product by Maricopa County to Enhance Auditing, DVS will submit as part of the EAC submission.
19	Include VVSG 2.0 as part of next build
20	Other Adjudication Items • Produce daily Adjudication statistics reports • Only allow one active adjudication session per user • Provide batch progress status on Administrator Screen • Provide batch filtering option on Administrator Screen • Adjudication Admin Screen review pane batch and ballot filtering
21	ICX Uniform Ballot Printing. Already part of 5.17

DOMINION VOTING SYSTEMS, INC., 1201 18TH STREET, SUITE 210, DENVER, CO 80202

PRICING SHEET: NIGP CODE 57834

Terms: NET 30

Vendor Number: VC0000002816

Certificates of Insurance Required

Contract Period: To cover the period ending ~~July December 31, 2022 April 30, 2024~~ **July 30, 2025.**