

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME AND TITLE

1201 18th St, Suite 210, Denver CO 80238

ADDRESS

6/12/15

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 22 2015

DATE

ATTESTED:

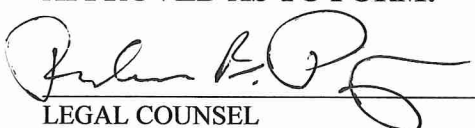


CLERK OF THE BOARD

JUL 22 2015

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

JUL 23, 2015

DATE

EXHIBIT A
PRICING

SERIAL 15057-CI				
PRICING SHEET				
NIGP CODE: 57835				
BIDDER NAME:	Dominion Voting Systems, Inc.			
F.I.D./VENDOR #:				
BIDDER ADDRESS:	1201 18th St., Suite 210, Denver CO 80202			
P.O. ADDRESS:				
BIDDER PHONE #:	720.257.5209			
BIDDER FAX #:	303.291.3909			
COMPANY WEB SITE:	www.dominionvoting.com			
COMPANY CONTACT (REP):	Sheree Noell, Director of Operations - West - 510.875.1253			
E-MAIL ADDRESS (REP):	Sheree.noell@dominionvoting.com			
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES X NO				
PAYMENT TERMS:				
NET 30				

#	ITEM DESCRIPTION					
	Services	2016	2017	2018	2019	2020
1	On-site Account Management & On-site WinEDS Specialist	\$327,804.44	\$327,804.44	\$327,804.44	\$327,804.44	\$327,804.44
2	Pre-Lat & Public Tests, Major Elections (2 per year). Includes Insight, Edge and related equipment	\$281,681.09	\$281,681.09	\$281,681.09	\$281,681.09	\$281,681.09
3	Pre-Lat & Public Tests, Minor Elections (2 per year). Includes Insight, Edge and related equipment	\$65,583.40	\$65,583.40	\$65,583.40	\$65,583.40	\$65,583.40
4	Election Day Support Major Elections: Phone Bank, 400C Technicians. Pre-post Election Day Support - 400C Technician	\$33,866.56	\$33,866.56	\$33,866.56	\$33,866.56	\$33,866.56
5	Election Day Support Minor Elections: Phone Bank, 400C Technicians. Pre-post Election Day Support - 400C Technician	\$33,866.56	\$33,866.56	\$ 33,866.56	\$33,866.56	\$33,866.56
6	Memory Pack Battery Replacements - 1600 Memory Packs (2017 and 2019)	N/A	\$38,884.12	N/A	\$38,884.12	N/A
7	Warranty Pricing:					

SERIAL 15057-CI

	Insight's - 1,275	\$84,397.33	\$84,397.33	\$84,397.33	\$84,397.33	\$84,397.33
	400C Units - 9	\$94,964.81	\$94,964.81	\$94,964.81	\$94,964.81	\$94,964.81
8	License Fee - BPS, WinEDS	\$82,046.00	\$82,046.00	\$82,046.00	\$82,046.00	\$82,046.00
	Total - Annually	\$1,004,210.19	\$1,043,094.31	\$1,004,210.19	\$1,043,094.31	\$1,004,210.19
	Total - Monthly	\$83,684.18	\$86,924.53	\$83,684.18	\$86,924.53	\$83,684.18

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

- 1.1 The intent of this Agreement is to perform the following:
 - 1.1.1 Provide an on-site account manager and software technician.
 - 1.1.2 License Dominion Voting Systems' software.
 - 1.1.3 Technical assistance services for elections conducted by the County;
 - 1.1.4 Provide warranty and maintain system hardware.
- 1.2 Definition and References:
 - 1.2.1 Hardware: AVC Edge II; Hybrid Activator, Accumulator & Transmitter (HAAT); Optech 400-C; Optech Insight; Memory Pack Reader (MPR); Memory Packs; and Voter Verified Paper Audit Trail (VVPAT).
 - 1.2.2 Firmware: The Hardware incorporates software and logic which constitutes Intellectual Property owned and licensed by Contractor.
 - 1.2.3 Software: The election management system (WinEDS) and Ballot Printing System (BPS) software which constitutes Intellectual Property owned and licensed by Contractor.
 - 1.2.4 Maricopa County is referred to herein as "County" and Dominion Voting Systems, Inc. may be referred to herein as "Dominion" or "Contractor."

2.0 SCOPE OF WORK:

2.1 CERTIFICATION:

CONTRACTOR's Vote Tabulation System Software and Hardware shall be certified for use and sale by the Arizona Secretary of State's Office. The **CONTRACTOR** shall provide evidence of this certification upon request by the County.

2.2 SOURCE CODE:

CONTRACTOR agrees to enter into a Third Party Escrow Services Agreement naming the Arizona Secretary of State as beneficiary. All application source code for the software used in the Vote Tabulation System, and all upgrades thereto shall be held in escrow under said Agreement. If **CONTRACTOR** ceases operations or becomes unable to support the software while under an obligation to do so, **CONTRACTOR** shall grant the Arizona Secretary of State authority to release the source code to the County, and the County shall have a limited license to use the source code to perform **CONTRACTOR's** obligations hereunder. The source code will remain **CONTRACTOR's** property and may not be otherwise used by the County.

2.3 SOFTWARE AND HARDWARE:

In the event that **CONTRACTOR**, at its sole discretion, certifies Optech product line software upgrades under the applicable provisions of the election laws and regulations of the State of Arizona, **CONTRACTOR** shall make the certified software upgrade available to the County at no additional costs. This Paragraph 2.3 does not obligate **CONTRACTOR** to develop any upgrade or enhancement. All software licensed to the County pursuant to this Paragraph 2.3 shall be subject to the terms and conditions of the Software License Agreement of Exhibit C to this Agreement.

2.4 ITEMIZATION OF MAINTENANCE, SUPPORT, AND TECHNICAL ASSISTANCE:

- 2.4.1 Optech Insights

- a. **CONTRACTOR** will provide preventive and maintenance service on all Optech Insights owned by the County.
- b. Preventive maintenance will be performed each year at a time mutually agreed to by the parties.
- c. Maintenance service includes all parts, labor and out of pocket expenses for **CONTRACTOR's** technicians.
- d. Maintenance service includes cleaning the unit, read head cleaning/testing/repair, electronics testing/repair/cleaning, replacement of printer ribbons, replacement of worn parts, adjustments to meet factory specifications, and all other steps included in **CONTRACTOR's** preventive maintenance service program.

2.4.2 Optech 400-C

- a. **CONTRACTOR** will provide preventive and maintenance service on all Optech 400-C's owned by the County.
- b. Preventive maintenance will be performed each year at a time mutually agreed to by the parties.
- c. Maintenance service includes all parts, labor and out of pocket expenses for **CONTRACTOR's** technicians.
- d. Maintenance service includes cleaning, read head cleaning/testing/repair, electronic testing/repair/cleaning, replacement of worn parts, adjusting tolerances to match factory specifications, and all other steps included in **CONTRACTOR's** preventive maintenance service program.

2.4.3 Memory Pack Battery Replacement

- a. **CONTRACTOR** will provide battery replacement for all Memory Packs owned by the County in 2017 and 2019. Battery replacement will be conducted at the **CONTRACTOR's** Repair Depot. County shall bear the shipping costs of delivering and returning the Memory Packs to and from the **CONTRACTOR's** Repair Depot. **CONTRACTOR** shall be responsible for proper disposal of all old batteries.

2.5 TELEPHONIC OFF SITE SUPPORT

Support for all services in this Section 2.0 shall be available to the County by telephone during normal business hours (8:00 am – 5:00 pm PST) Monday through Friday and 24 hours a day on Election Day. Further, **CONTRACTOR** shall provide the County with appropriate contact telephone numbers, including cell numbers when applicable for **CONTRACTOR's** technicians.

2.6 OFFICE LOCATION

The County agrees to provide **CONTRACTOR** with a work area or cubicle located at the ballot tabulation center for use by **CONTRACTOR's** staff while performing services hereunder.

2.7 ON-SITE SUPPORT SERVICES

CONTRACTOR will provide on-site election support for two (2) major and two (2) minor elections for each calendar year (2016, 2017, 2018, 2019, and 2020). All **CONTRACTOR's** travel and other expenses are included. Any additional on-site services will be provided by mutual agreement and negotiation of the parties for **CONTRACTOR's** labor and material costs.

- 2.7.1 **ACCOUNT MANAGEMENT.** **CONTRACTOR** will provide account management and a WinEDS Technician on-site fulltime. This includes oversight and completion of WinEDS setup, Pre-LAT, database checks, equipment repairs and general oversight of the account.
- 2.7.2 **MAJOR ELECTIONS PRE-ELECTION SUPPORT.** **CONTRACTOR** will provide, at most, twenty-four (24) resources for sixty-seven (67) total days to complete Pre-LAT on Edge's, VVPAT's, HAAT's, Insights & 400C units for each of two the (2) major elections per year. This includes both **CONTRACTOR** personnel and temporary workers as may be determined by **CONTRACTOR**. **CONTRACTOR** will provide oversight of marking test decks, but this service does not include the labor to complete the marking of the decks. County shall determine which elections constitute the two (2) major elections in each calendar year.
- 2.7.3 **MINOR ELECTIONS PRE-ELECTION SUPPORT.** **CONTRACTOR** will provide, at most, three (3) resources for twenty-nine (29) total days to complete Pre-LAT on Edge's, VVPAT's, HAAT's, Insights & 400C units for each of the two (2) minor elections per year. This includes both **CONTRACTOR** personnel and temporary workers as may be determined by **CONTRACTOR**. **CONTRACTOR** will provide oversight of marking test decks, but this service does not include the labor to complete the marking of the decks. County shall determine which elections constitute the two (2) minor elections in each calendar year.
- 2.7.4 **ELECTION DAY SUPPORT.** **CONTRACTOR** will provide the following resources on Election Day for each of the two (2) major and two (2) minor elections per year.
 - a. One (1) Account Manager
 - b. One (1) WinEDS Technician
 - c. One (1) Edge/Insight Technician
 - d. One (1) 400-C Technician
 - e. Two (2) Phone Support Personnel
- 2.7.5 **POST-ELECTION SUPPORT.** **CONTRACTOR** will provide the following resources for Post-Election support for each of the two (2) major and two (2) minor elections per year: One (1) 400C Technician until completion of tabulation or seven (7) days after Election Day, whichever is sooner. One (1) additional 400C technician as may be needed for Post LAT or Recount support for up to seven (7) days..
- 2.7.6 **CONTRACTOR's** employees and agents who perform services the tabulation area, serve on a data processing board or take part in the actual testing, logic/accuracy functions, processing and counting of ballots, must meet the requirements of state law and the Secretary of State Procedures Manual and must be appointed and take the required oath before touching any ballot, computer or counting device.
- 2.7.7 All persons selected by the **CONTRACTOR** for work herein are subject to reasonable review and acceptance by the County to determine compliance with this Agreement and applicable laws, rules and policies.
- 2.7.8 All persons assigned by **CONTRACTOR** to perform services hereunder will be adequately trained and supervised by **CONTRACTOR**.