

SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM

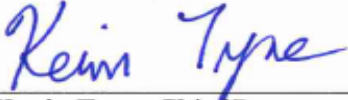
DATE OF LAST REVISION: January 03, 2024 CONTRACT END DATE: July 30, 2025

CONTRACT PERIOD THROUGH ~~JULY DECEMBER 31, 2022~~ ~~APRIL 30, 2024~~ JULY 30, 2025

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ELECTIONS TABULATION SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 26, 2019 (Eff. 08/01/19)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

CS/mm
Attach

Copy to: Office of Procurement Services
Rey Valenzuela, Records Office/Elections
Scott Jarret, Records Office/Elections



CONTRACT: ELECTIONS TABULATION SYSTEM (190265-RFP)

This Contract is entered into this 26th day of July 2019 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Dominion Voting Systems, Inc., a Delaware corporation ("Contractor") for the purchase of Maricopa Election Tabulation System.

1.0 CONTRACT TERM:

~~This Contract is for a term of three (3) years, beginning on the 1st day of August 2019 and ending the 31st day of July, 2022.~~

~~This Contract is for a term of three (3) years and five (5) months, beginning on the 1st day of August 2019 and ending the 31st day of December 2022 April 30, 2024. The contract will consist of two independent phases.~~

~~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.~~

~~Phase 2 – System Installation and Ongoing Services: Beginning January 1, 2020 through the December 31, 2022 April 30, 2024, Dominion shall provide all equipment, services and related licenses to the County at the corresponding prices as outlined in this Agreement.~~

~~The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) additional two (2) years one (1) year and seven (7) three (3) months, (or at the County's sole discretion, extend the contract on a month-to-month bases 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.~~

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 is 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."

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.

2.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) calendar days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." **Maricopa County is not required to lease the following optional items as part of the final contract, Dominion shall, however, provide a demonstration of these Optional offerings as part of the pilot program.:**

- **ImageCast Precinct Ballot Box-553,**
- **Automated Test Deck-1,**
- **Remote UOCAVA-1.**

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

- 3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

- 3.4.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.5 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.6 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government

entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

Except for the indemnification obligations contained in this agreement, Contractor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this agreement, howsoever arising, including without limitation, loss, damage, costs or expenses

caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

6.2.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon being made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Contract, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

6.2.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

6.2.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or documentation.

- 6.2.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

6.3 INSURANCE:

- 6.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.3.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.3.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.3.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.3.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.3.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.3.8 **Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.3.9 **Automobile Liability:**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's

owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.3.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.3.11 Technology Errors & Omission Insurance:

- Each claim \$2,000,000
- Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.3.12 Certificates of Insurance:

6.3.12.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.3.12.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.3.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.3.13 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.4 FORCE MAJEURE:

- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.5 WARRANTY OF SERVICES:

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

6.7 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.8 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.8.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.8.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.9 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.10 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.11 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.12 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take

all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

- 6.12.1 Cancel the stop work order; or
- 6.12.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.
- 6.12.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.13 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor. The Contractor shall be entitled to receive just and equitable compensation for work in progress and all amounts owing to the Contractor for work completed and materials accepted before the effective date of the termination.

6.14 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- 6.14.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- 6.14.2 Make progress, so as to endanger performance of this Contract; or
- 6.14.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.15 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.16 CONTRACTOR LICENSE REQUIREMENT:

- 6.16.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and

regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.17 SUBCONTRACTING:

6.17.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.17.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.18 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.19 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.20 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.21 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.22 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.24 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be

viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.25.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.25.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.25.2.1 have not within three (3) year period preceding this Contract;

6.25.2.1.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.25.2.1.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.25.2.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.25.2.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.25.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the

E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.26.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.27 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.27.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.27.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.28 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.29 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.29.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.29.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.30 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.31 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.32 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.33 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.34 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.35 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.36 RELATIONSHIPS:

6.36.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.36.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within Two (2) business days, unless previously approved by the County.

6.37 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.38 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.39 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract. In the event of any inconsistency in interpreting the documents which constitute this Contract, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Contract, (2) Exhibit A, (3) Exhibit B, (4) Exhibit C, (5) Exhibit D.

6.39.1 Exhibit A, Pricing;

6.39.2 Exhibit B, Scope of Work;

6.39.3 Exhibit C, Voting System Managed Services Terms, Licenses and Warranties; and

6.39.4 Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy.
<https://www.maricopa.gov/DocumentCenter/View/42923/Policy-for-Contractor-Travel-and-Per-Diem-PDF?bidId=>

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **301 W. Jefferson St. Suite 700**
Phoenix, Arizona 85003-2494

For Contractor:

Dominion Voting Systems, Inc.
ATTN: Contracts Administrator
~~1201 18th Street, Suite 210~~ **410 17th Street, Suite 850**
Denver, CO 80202
~~sales@dominionvoting.com~~ Sheree.Noell@dominionvoting.com

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

CONTRACTOR



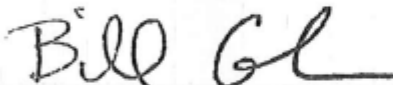
AUTHORIZED SIGNATURE

Michael Frontera, Executive Vice President
PRINTED NAME AND TITLE

1201 18th St., Suite 210, Denver, CO 80202
ADDRESS

6/20/2019
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUN 26 2019
DATE

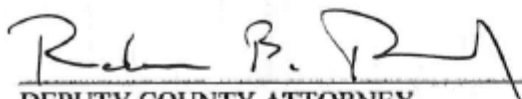
ATTESTED:



CLERK OF THE BOARD

JUN 26 2019
DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

June 21, 2019
DATE

EXHIBIT A
CONTRACTOR INFORMATION / PRICING

SERIAL 190265-RFP			
NIGP CODE: 578-34			
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 or 510/610-6634	
FACSIMILE NUMBER:		(303) 291-3909	
WEB SITE:		www.dominionvoting.com	
CONTACT (REPRESENTATIVE):		John Hastings, Regional Sales Manager John Poulos, President/CEO Sheree Noell, Director of Sales	
REPRESENTATIVE'S E-MAIL ADDRESS:		John.Hastings@DominionVoting.com John.poulos@dominionvoting.com Sheree.Noell@dominionvoting.com	
		YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT			
		☒ [X]	☐ []
RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.			
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.			
☐ [] NET 10 DAYS		☐ [] NET 45 DAYS	
☐ [] NET 15 DAYS		☐ [] NET 60 DAYS	
☐ [] NET 20 DAYS		☐ [] NET 90 DAYS	
☒ [X] NET 30 DAYS		☐ [] 2% 10 DAYS NET 30 DAYS	
		☐ [] 1% 10 DAYS NET 30 DAYS	
		☐ [] 2% 30 DAYS NET 31 DAYS	
		☐ [] 1% 30 DAYS NET 31 DAYS	
		☐ [] 5% 30 DAYS NET 31 DAYS	
1.0 PRICING:			
(See additional Excel file in BidSync for pricing format)			

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~~

3 YEAR LEASE TERM					
DESCRIPTION/SERVICE/EQUIPMENT		Enter Model# and Proposed Quantity (when applicable)	Unit Lease Price per Month		
			1st Year	2nd Year	3rd Year
1	Precinct Based Tabulators	ImageCast BMD – 553 / ImageCast Precinct – 553	-	-	-
-	-	ImageCast BMD – 553	\$61.12	\$61.12	\$61.12
-	-	ImageCast Precinct – 553	\$75.08	\$75.08	\$75.08
2	Central Count Tabulators	G1130 – 12.5	\$481.25	\$481.25	\$481.25
2	Central Count Tabulators	High Speed Scanner – 2.4	\$3,522.75	\$3,522.75	\$3,522.75
3	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	\$7.22	\$7.22
-	-	ImageCast Precinct Audio Tactile Interface (ATI) – 553	\$4.62	\$4.62	\$4.62

4	Election Management Hardware	Standard Server – 2 / Client Workstation – 4 / Adjudication – 4 – 20 / UPS – 1	-	-	-
-	-	Standard Server – 2	\$327.25	\$327.25	\$327.25
-	-	Client Workstation – 4	\$32.73	\$32.73	\$32.73
-	-	Adjudication – 4 – 20	\$32.73	\$32.73	\$32.73
-	-	UPS – 1	\$15.40	\$15.40	\$15.40
5	Additional Peripherals (if needed)	Voting Booth – 553 // Privacy Screens – 553 / ImageCast BMD Transport Bag – 553 / ImageCast Precinct Adapter for use with Eagle Ballot Box – 553 / ImageCast Precinct Ballot Box – 553	-	-	-
-	-	Voting Booth – 553	\$5.68	\$5.68	\$5.68
-	-	Privacy Screens – 553	\$0.45	\$0.45	\$0.45
-	-	ImageCast BMD Transport Bag – 553	\$2.41	\$2.41	\$2.41
-	-	ImageCast Precinct Ballot Box – 553	\$19.25	\$19.25	\$19.25
-	-	ImageCast Precinct Adapter for use with Eagle Ballot Box – 553	\$14.58	\$14.58	\$14.58
-	-	UPS – 50	\$0.00	\$0.00	\$0.00
6	Consumable Supplies (if needed)	Seals, etc. – 1	\$192.50	\$192.50	\$192.50
7	Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA	-	-	-
-	-	Democracy Suite Light – 1	\$3,368.75	\$3,368.75	\$3,368.75
-	-	Adjudication – 1	\$2,887.50	\$2,887.50	\$2,887.50
-	-	Automated Test Deck – 1	\$1,010.63	\$1,010.63	\$1,010.63
-	-	Remote UOCAVA – 1	\$962.50	\$962.50	\$962.50
8	Licenses	Software License / G1130 – 12 – 5 / ImageCast BMD – 553 / ImageCast Precinct – 553	-	-	-
-	-	Democracy Suite Light – 1	\$802.08	\$802.08	\$802.08
-	-	Adjudication – 1	\$687.50	\$687.50	\$687.50
-	-	Automated Test Deck – 1	\$240.63	\$240.63	\$240.63
-	-	Remote UOCAVA – 1	\$229.17	\$229.17	\$229.17
-	-	G1130 – 12 – 5	\$59.01	\$59.01	\$59.01
-	-	ImageCast BMD – 553	\$3.44	\$3.44	\$3.44
-	-	ImageCast Precinct – 553	\$5.23	\$5.23	\$5.23
-	-	ImageCast HSS – 2 – 4	\$236.04	\$236.04	\$236.04
9	Warranty	G1130 – 12 – 5 / ImageCast BMD – 553 / ImageCast Precinct – 553	-	-	-
-	-	G1130 – 12 – 5	\$34.38	\$34.38	\$34.38
-	-	ImageCast BMD – 553	\$3.55	\$3.55	\$3.55
-	-	ImageCast Precinct – 553	\$3.09	\$3.09	\$3.09
-	-	ImageCast HSS – 2 – 4	\$194.79	\$194.79	\$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	\$37,033.33	\$37,033.33
12	Training	Included in Support Services	-	-	-

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

Amendment #4

SERIAL 190265-RFP, Elections Tabulation
System
NIGP CODE: 578-34

DOMINION VOTING SYSTEMS

Option 4A: High Speed, G1130 Scanner with
ImageCast BMD & ImageCast Precinct

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		\$61.12
	ImageCast Precinct - 553		\$75.08
2 Central Count Tabulators	G1130 - 12		\$481.25
2 Central Count Tabulators	High Speed Scanner - 2		\$3,522.75
3 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		\$4.62
4 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
5 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 - 500		\$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 - 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
9 Warranty	G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553		
	G1130 - 12		\$34.38
	ImageCast BMD - 553		\$3.55
	ImageCast Precinct - 553		\$3.00
	ImageCast HSS - 2		\$194.75
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		-

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

Amendment #5

		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	\$61.12
		ImageCast Precinct - 553	\$75.08
2	Central Count Tabulators	G1130 - 12	\$481.25
2	Central Count Tabulators	High Speed Scanner - 4	\$3,522.75
3	Accessible Marking-or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553	
		ImageCast BMD Audio Tactile Interface (ATI) - 553	\$7.22
4	Election Management Hardware	Standard Server - 3 / Client Workstation - 4 / Adjudication - 20	
		Standard Server - 2	\$327.25
		Client Workstation - 4	\$32.73
		Adjudication - 20	\$32.73
5	Additional Peripherals (if needed)	ImageCast BMD Transport Bag - 553 / ImageCast Precinct Adapter - 553 / UPS - 50	
		Privacy-Screens - 553	
		ImageCast BMD Transport Bag - 553	\$2.41
		ImageCast Precinct Adapter for use with Eagle Ballot Box - 553	\$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	\$1,019.63
		Remote UOCAVA - 1	\$962.50

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	\$599.01
		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, BH, 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	

Amendment #6

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
		ImageCast Precinct2 - 550
2	Central Count Tabulators	G1130 - 5
2	Central Count Tabulators	High Speed Scanner - 8
3	Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 300
		ImageCast BMD Audio Tactile Interface (ATI) - 300
4	Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 40
		Standard Server - 2
		Client Workstation - 4
		Adjudication - 40
5	Additional Peripherals (if needed)	ImageCast BMD Transport Bag - 300 / ImageCast Precinct Adapter - 550 / UPS - 50
		ImageCast BMD Transport Bag - 300
		ImageCast Precinct Adapter for use with Eagle Ballot Box - 550
		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 - 5 / ImageCast BMD - 300 / ImageCast Precinct - 550 / ImageCast high Speed - 8
		Democracy Suite Light - 1
		Adjudication - 1
		Automated Test Deck - 1
		Remote UOCAVA - 1
		G1130 - 5
		ImageCast BMD - 300
		ImageCast Precinct - 550
		ImageCast HSS - 8
9	Warranty	Warranty / G1130 - 5 / ImageCast BMD - 300 / ImageCast Precinct - 550 / ImageCast High Speed - 8
		G1130 - 5
		ImageCast BMD - 300
		ImageCast Precinct - 550
		ImageCast HSS - 8
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
12	Training	Included in Support Services

EXHIBIT B SCOPE OF WORK

ELECTIONS TABULATION SYSTEM

OVERVIEW:

This “FINAL SCOPE OF WORK” is specifically focused on the proposal submitted by Dominion Voting Systems. The intent of this document is to review Dominion Voting’s responses and specifications within their proposal and confirm in writing what Maricopa County (County) understands as being offered and clarify what the County expects as a deliverable.

Through the term of the lease, the County intends to continue using the hybrid approach for its upcoming and future voting process where we offer both “vote anywhere” sites in conjunction with assigned precinct-level sites. This would include a total of 40 forty (40) “vote anywhere” Vote Center locations to be used for both in-person Early and Election Day voting.

Maricopa County Elections tabulates Early in-person ballots using a “Central Count” methodology but for the future, the County could seek to move towards having the ImageCast Precinct (ICP) tabulator count onsite all possible ballots for both Early and Election Day.

For in-person Election Day, those forty (40) “vote anywhere” Vote Centers will the remain open and in the hybrid mode they convert to Election Day assigned precinct sites. Despite being set as an assigned precinct-level location, it is expected that the ICP tabulator could be programmed to tabulate any and all ballot styles if Maricopa County opts to go to a true “vote anywhere” environment (*currently upwards of 15,000 with a aim of tabulating up to 30,000 unique ballot styles*).

For non-statewide Local Elections (*e.g. city, town, etc.*) Maricopa County offers sites that are completely “vote anywhere” and it is future goal to be able to offer that for statewide elections at the current 503 locations. For that Maricopa County looks to leverage the “Mobile Ballot Printing” feature and looks to capitalize on the system being hardware “agnostic”. Under that process Maricopa County expects to be able to use our existing print hardware, SiteBook check-in system and other commercially available off-the-shelf (COTS) printers. Dominion Voting Systems shall include support in fulfilling this “Mobile Ballot Printing” objective and this will be an absolute requirement that must be availed to Maricopa County Elections for use in the Local Elections of 2021, and theoretically for all future Statewide Primary and General Elections after the initial 2020 cycle. Being that Maricopa County owns it voter check-in equipment and system, the County is requesting that Dominion ready itself to show how we can integrate this optional solution for “Mobile Printing” with our voter check-in equipment. Also we request Dominion to ready a pricing structure for this integration.

SCOPE OF WORK:

As a mandatory requisite, the voting system provided by Dominion Voting Systems (herein after referred to as Dominion) must be federally certified and approved for use through the U.S. Election Assistance Commission (EAC). Documentation shows currently that the system proposed by Dominion meets this requirement. Further, it is Maricopa County’s understanding that Dominion’s development team is continually working on refining its products and functionality, and that such enhancements will lead to annual federal certification campaigns with the EAC, as well as seeking out state certifications when required.

The equipment, supplies and services then requested by Maricopa for this contract are as follows:

DESCRIPTION/SERVICE/EQUIPMENT	Enter Model# and Proposed Quantity (when applicable)
Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553
Central Count Tabulators	G1130 - 12
Central Count Tabulators	High Speed Scanner - 2
Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553 / ImageCast Precinct Audio Tactile Interface (ATI) - 553
Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 4 / UPS - 1
Additional Peripherals (if needed)	Voting Booth - 553 / ImageCast BMD Transport Bag - 553 / ImageCast Precinct Ballot Box - 553
Consumable Supplies (if needed)	Seals, etc.
Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA
Licenses	Software License / G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553
Warranty	G1130 - 12 / ImageCast BMD - 553 / ImageCast Precinct - 553
Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty
Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support
Training	Included in Support Services

New table replacing the one above:

DESCRIPTION/SERVICE/EQUIPMENT	Enter Model# and Proposed Quantity (when applicable)
1 Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553
2 Central Count Tabulators	G1130 - 12 5
Central Count Tabulators	High Speed Scanner - 2 4
3 Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553 / ImageCast Precinct Audio Tactile Interface (ATI) - 553
4 Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 4 20 / UPS - 1
5 Additional Peripherals (if needed)	Voting Booth - 553 / Privacy Screens - 553 / ImageCast BMD Transport Bag - 553 / ImageCast Precinct Adapter for use with Eagle Ballot Box - 553 / ImageCast Precinct Ballot Box - 553
6 Consumable Supplies (if needed)	Seals, etc.
7 Software	Democracy Suite Light -1/ Adjudication-1 / Automated Test Deck-1 / Remote UOCAVA-1
8 Licenses	Software License / G1130 - 12 5 / ImageCast BMD - 553 / ImageCast Precinct - 553
9 Warranty	Software License / G1130 - 12 5 / ImageCast BMD - 553 / ImageCast Precinct - 553
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
12 Training	Included in Support Services

Arizona Secretary of State (SOS) Certification of the tabulation system is required. Dominion shall work under the “pilot” program status and further agrees to apply for certification...” It is further noted in the proposal that Dominion will actively seek “updated voting system certifications of Democracy Suite, thus ensuring that they system always meets the needs of the County”.

If SOS Certification is not sought or issued **by the SOS** for any reason after the “SoS Pilot” allowance, **the County will terminate the contract**, and Dominion **shall have no recourse**. For any contractual obligations that may have already been entered into, those obligations shall be considered null and void and permit the County to cancel the contract with no penalty.

Pilot Deployment

Dominion agrees that there will not be a cost for the small pilot deployment. Dominion further agrees through its Project Implementation Plan that includes the Continued Pilot program for a total of two pilots taking place in November and possibly March, followed with first use in the August election of the complete system. The County will select a jurisdiction to test with that **will only require precinct based equipment for no more than four (4) locations and central count tabulators to accommodate no more than 50,000 returned early ballots**.

Dominion agrees to meet the “pilot” or partial voting system deployment and the “ready for use” date if July 8, 2019. Dominion’s pilot program shall provide a complete, fully functioning voting system including all necessary equipment, software and related technology to run the partial deployment. This also includes early ballot returns and technical support. Further, Dominion shall include all components of the system for the pilot election so that

Maricopa County can better determine the final product mix as well as the potential quantities required for a full deployment.

Dominion is allowing for a mix of equipment for the “pilot” to allow the County to evaluate all options and models. The county has requested pricing for certain models as shown in the earlier matrix (e.g. BMD, ICP, G1130, HSS, etc.) but reserves the option to modify this mix after the November 2019 Election. **With a successful “pilot” deployment in November, the County will award Dominion the contract that requests the full scope of equipment to be provided for models and quantities jointly decided upon by the County and Dominion.**

Should the November “pilot” and if needed a March “continued pilot” be deemed unsuccessful, as determined at the sole discretion of the County, the County may choose to not move forward with a final agreement and terminate this contract. Dominion agrees or does not dispute these terms.

Minimum Qualifications

The Dominion system being offered shall meet these minimum qualifications. **The “checklist” list below is intended to reiterate those minimum qualifications and to memorialize that “meets” status of those requirements:**

Certification and Scope

- ✓ Dominion is Certified by the EAC under the Voluntary Voting System Guide (VVSG) 1.0.
- ✓ Dominion will fall under the “SoS pilot” status as far as State Certification goes but confirms and agrees to apply for certification after that “SoS pilot” status expires.
- ✓ Dominion supports a minimum of 2.2 million registered voters and has provided evidence of a current customer that is using the proposed equipment and system that has over 900,000 registered voters (Clark County, Nevada: 1,119,203 voters; Cook County, Chicago: 1.4 million voters *<more references are available in the proposal>*).

Capabilities

- ✓ Dominion’s system uses paper ballots.
- ✓ Dominion precinct-level tabulators can accommodate for 15,000 ballot styles and that its Election Event Designer can handle 30,000 ballot styles that allows for district splits and coding to prevent ballots marked for out stack from tabulating at the polls. **Nonetheless, to add clarity, the County is indicating in this document our definition of a “ballot style” to ensure Dominion is clear on our expectations. For the County, a ballot style is a uniquely identified ballot whose header is not replicated on any other ballot and that ballot can then be differentiated, tabulated and reported by that given ballot header. A given political party ballot is a style, a Federal Only ballot is a style, a city only ballot is a style, etc. Additionally, all of those “styles” are then increased by the number of precincts to be reported and splits.**
- ✓ Dominion’s system allows for the printing of hard copy result reports of votes cast at each polling location. Moreover, Dominion allows for precinct-level (polling location) Statement of Votes Cast result report in industry standard format including XML, HTML, CSV, MS Excel, and PDFs.
- ✓ Dominion’s twelve (12) G1130 tabulators will allow for the ability to process over 1.5 million returned vote-by-mail ballots within a one-week time period during an eight (8) hour daily shift. The County is asking for pricing of the High Speed Scanner (HSS - HiPro Central Scanner) in case we move to an option to have both types of scanners on-hand due to volume and for use in any recounts – that require faster throughput and have larger batches.
- ✓ Dominion supports the processing of multi-page ballots.
- ✓ Dominion provides for the ability (Election Event Designer) to import district relations and candidate data files for the ballot building processes without major conversion requirements.
- ✓ *“If a bleed through occurs it shall not land on the opposite side of the target”* which then complies with the requirement for ballot to be able to have offset targets so that on a two-sided ballot, if bleed through occurred, it would not land on the opposite sided target. This will be verified in the “pilot” and in testing.
- ✓ Dominion confirms their ability to provide rotation using the Arizona specific rotation formula.
- ✓ Dominion notes the ability to process provisional ballots through the ImageCast central count tabulators.
- ✓ Dominion confirms that its Results Tally and Reporting (RTR) application has the ability to tabulate and report out by user defined categories including Election Day, Provisional and Early along with customizable/ad hoc reports for future needs or categories (e.g. Duplicated Ballots, Write-in Ballots, etc.).
- ✓ Dominion confirms the ability to use a print vendor of the County’s choice for ballot production and presently certifies our current print vendor (Runbeck Election Services).

- ✓ Dominion acknowledges that its Democracy Suite has the ability within the Election Event Designer to Co-Locate precincts while maintaining the ability to report results by unique precincts.
- ✓ Dominion acknowledges the ability to Consolidate Jurisdictions (splits) while maintaining the ability to report results by jurisdiction, whether that is as Ballots Cast or as registered voter results.
- ✓ Dominion confirms its ability to handle recounts of over 1.6 million ballots within a six (6) day window. Its Democracy Suite platform can facilitate recounts, manual hand counts, or risk limiting audits.

Accessible Voting

- ✓ Dominion shall provide a ImageCast Ballot Marking Device (ICX-BMD) that supports accessible voting to occur in excess of five hundred three (503) polling locations with fifty (50) backup units. **The ICX-BMD is not used as a tabulator.**
- ✓ Dominions ICX-BMD accessible devices can securely remain open (without having to close daily).
- ✓ Dominion indicates that no votes are stored on the ICX-BM touchscreen unit. The ImageCast Central tabulators store and tabulate all votes.
- ✓ Accessible voting or marking device must open and load for the voter in approximately one (1) minute for all options, to include an audio ballot. Dominion's ICX-BMD loads an accessible voting session including an audio ballot in less than one minute.

Adjudication

- ✓ The ImageCast Adjudication must allow for digital adjudication with customer-defined out stack conditions that include blanks, marginal votes, over-votes, under-votes and write-ins.
- ✓ The County requested the ability to configure adjudication using upwards of one hundred (100) terminals and allow for or capable of working towards an air-gap between central count tabulators and the server used for adjudication. Dominion confirms that ImageCast Central and Adjudication workstations can be networked together. Up to one-hundred (100) ImageCast Central workstations and one-hundred (100) Adjudication workstations can be networked together at the same time. In addition, the central tabulation system can be air-gapped from the main tally/adjudication system.

Leasing

Initially the County requested proposals to not only allow for the above noted "pilot" process but also for a final lease or rental agreement that contemplates initial terms of three (3), four (4), and five (5) years. Upon review, the County selected to entertain only the "3 Year Lease Term" option. **However, the County wants to clarify in this document that it will still request and expects Dominion to provide for a maximum of three (3) one (1)-year extension options that would only be exercised after the initial term expires, for a maximum contract term of six (6) years.**

Any final agreement will require Dominion to maintain a performance bond for the duration of the agreement and Dominion agrees to provide the agreed upon performance bond after the successful completion of the pilot program.

Future Service Models

The County may adopt during the term of this "3 Year Lease" that all voters be sent vote-by-mail ballots in addition to offering several replacement ballot Vote Centers. The Dominion proposal notes that they will work with Maricopa County to maintain service costs should the County move to a different voting and service model in the future.

Open Data

The primary concern with "open data" is the ability to increase the data that is publicly available in open formats, including data generated by the leased or rented system. As such, the County may publish cast vote records and the voting system's adjudications of each marking of a ballot. Dominions proposal delimitates that is can generate results, ballot images and other output items for posting if desired by the County.

Dominion further outlines it features as it relates to their process of developing a Ballot Audit and Review System to assist election officials in performing election canvasses and risk-limiting audits. This tool shall be capable of sorting and filtering images of ballots by ballot style, precinct, polling location, contest, and candidate, for the purposes of a recount or post-election audit. Officials can review all the digital ballot images in an election, or a subset of ballots based on the chosen filtering conditions.

Dominion's system shall handle post-election "Hand Count" audits where, during the central count tabulation process, their G1130 and HSS shall print batch results for a specific batch of ballots run.

Multiple Concurrent Elections

The supplied Dominion Democracy Suite shall conduct all regular, consolidated, recall, special, and district elections along with multiple concurrent elections at once. Moreover, as part of this agreement, Dominion “will aid in the facilitation, preparation, and ballot formatting multiple and separate elections within concurrent timeframes happening simultaneously.”

Ballot Styles

The configuration and operation of Dominion’s supplied voting system shall process up to 15,000 different ballot styles for one (1) election. Confirmation of this ability will be made to ensure compliance with this request.

Image-based System

Dominion’s system is an Image Based System as is preferred by the County. Dominion further denotes that their AuditMark technology shall provide for a ballot-level audit trail to allow for review not only of the ballot image but also of the tabulators interpretation of each ballot. The ballot shall be labeled with the tabulator number, batch number, and sequence number within the batch, which then corresponds to the physical ballot in the stack. The County reserves the right to request enhancements to this “labeling” process should other identifiers be deemed necessary, with an understanding that this would be part of a negotiated upgrade and possibly subject to EAC certification.

The voting systems technology supplied shall capture images of ballots with the ability to tabulate vote tallies from those images.

Dominion’s AuditMark system shall provide a means of correlating the digital Cast Vote Record data to the image scanned and finally to the physical paper ballot, all without tying the ballot to a given voter.

Technology Delineation

Dominion’s proposal outlines all of the components of the technology solutions including software and hardware. Those details have been reviewed and those items and components are listed below to confirm what the makeup is for the proposed system. **The County, however, reserves the right to review these in practice during the “pilot” to verify the functionality and veracity of these components to include software and hardware.**

DOMINION TECHNOLOGY DELINEATION (FROM PROPOSAL):

Democracy Suite is an Election Management System (EMS) that supports all ImageCast voting channels: early votes, vote by mail votes, Election Day votes from touchscreen ballot marking devices (TSBMD) and Scanner, and Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) votes, from a single comprehensive database.

Democracy Suite EMS will be hosted exclusively on the Customer’s internal network, on an isolated network segment that will not be connected to either the Customer WAN or the Internet. The minimum system requirements are as follows and included in equipment specified to be purchased by Customer:

- All EMS Data Center server components utilize new generation quad core XEON CPUs
- EMS Data Center server components utilize FB DIMM ECC memory
- EMS Data Center servers are connected to the Gigabit LAN network using Cat6 cables provided by Dominion
- TCP/IP network protocol used for data input/output and inter-process and inter- module communication

From a logical point of view, the EMS system implements interfaces into the ImageCast tabulator’s ballot counting and marking platform using the binary election files specifications. These logical interfacing entities are defined by Dominion and are used for communications between Democracy Suite platform components.

The structure of the election files, as well as the content of the iButton security keys, is bit- level sensitive with regards to accuracy and precision. This means that a single bit change can influence system behavior. The structure of these interfacing entities is dependent on the election domain business logic implemented within the system. Therefore, within the EMS EED application, election files and iButton security keys can only be created when the election project is in the “ballot generated” state.

From an accuracy point of view, CRC checks are implemented. From a security point of view, election files utilize SHA256 (keyed hash HMAC) or digital certificates and AES encryption for data integrity and confidentiality. The

figure below presents an overview of the EMS interfaces, focusing on Democracy Suite's internal and external entities.

The Democracy Suite platform includes the following third-party Software:

EMS Standard Server Prerequisites:

- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2013 Redistributable Package (64bit)
- Microsoft Visual C++ 2015 Redistributable Package (32bit)
- Microsoft Visual C++ 2015 Redistributable Package (64bit)
- Java Runtime Environment
- Microsoft SQL Server 2016 Standard (Microsoft SQL Server Management Tools)
- Cepstral Voices
- Arial Narrow Fonts
- BMD-Audio printer drivers

EMS Client Workstation Prerequisites

- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2015 Redistributable Package 64bit
- Java Runtime Environment
- Maxim iButton Driver
- Adobe Reader
- Microsoft Access Database Engine
- Open XML SDK 2.0 for Microsoft Office
- Arial Narrow Fonts

Adjudication Workstation Prerequisites

- Dell Latitude T3420 Laptop
- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2015 Redistributable Package 64bit
- Java Runtime Environment
- Adobe Reader

Democracy Suite EMS consists of the following Dominion Software modules:

Election Event Designer (EED). EED application is used for the definition and management of election event. EED contains all ballot content utilized to define election projects. Each election project is represented as an instance of the election domain database with associated set of election project file. The definition of the election project can be initiated by importing the election data through the Election Data Translator (EDT) module from external systems that contain the necessary relational data to build a ballot or by defining election project entities without importing external data. It is important to note that an election project initiated through EDT can be further modified within the EED Client Application. The EED module can generate two types of paper ballots:

Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time" Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

Results Tally and Reporting (RTR). RTR application is used for the tally, reporting and publishing of election results. For the RTR module, inputs represent encrypted and signed election result files, log files and scanned ballot images with Dominion's patented AuditMark, produced by the ImageCast Precinct and Central tabulators (PNG and TIFF images). Outputs represent a variety of election result reports, as well as auditing information (XML, HTML, CSV, MS Excel and PDF formats).

The program uploads the result files into the results tally module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the result tally module, the flow of results to the public and media can be controlled.

RTR allows election officials to review the results before releasing them, and the system provides a number of reporting methods, including but not limited to summary and precinct-level (Statement of Votes Cast) result reports. In addition to the static, pre-defined reports found in most reporting systems, RTR summary and precinct-level reports use the Microsoft SQL Server reporting services engine to offer maximum flexibility to user. These reports feature a variety of configurable options and filters, including detailed breakdowns of provisional ballots cast, ballots cast during early voting, on Election Day, and by mail.

Adjudication. The adjudication module is used to review and adjudicate ImageCast ballot images. The application uses tabulator results files and scanned images to allow election administrators to electronically adjudicate ballots requiring review based on exception criteria. Exceptions include overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. After a ballot is adjudicated, the ballot image is appended with a record of that decision including the user's name, action taken by the user, and date and time of the action. This adjudication AuditMark is appended to the ballot image under the original AuditMark, which was manifested during tabulation.

Audio Studio (AS). Audio studio uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast X Ballot Marking Device. The Customer also has the option to import human-recorded audio, with or without the use of Audio Studio. Pronunciation may be modified using the Cepstral's Swifttalker application. The system outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ImageCast X.

Automated Test Deck (ATD). ATD is an application used to create test decks for running Pre-Logic and Accuracy Test with marking pattern requirements. The application can be used to access the election database and produce a set of print- ready PDFs and results tables for testing.

The table below includes the EMS Hardware descriptions:

Description
DOMAIN CONTROLLER: DELL POWEREDGE R330 RACK SERVER 16GB RAM, 2X120GB SSD, WINDOWS SERVER 2016
LOG SERVER: DELL POWEREDGE R330 RACK SERVER 16GB RAM, 2X2TB SATA, WINDOWS SERVER 2016
EMS SERVER: DELL POWEREDGE R630 RACK SERVER 64GB RAM, 2x400GB SSD, WINDOWS SERVER 2016
SQL SERVER 2016 LICENSE W/5 CALs
SQL SERVER 2016 - 10 CALs PACK
VOICE SYNTHESIS SOFTWARE LICENSE, ALLISON - ENG - CEPSTRAL 6.2
VOICE SYNTHESIS SOFTWARE LICENSE, ALEJANDRA SPA - CEPSTRAL 6.2
VOICE SYNTHESIS SOFTWARE LICENSE - SAVE TO FILE FOR WINDOWS
VOICE SYNTHESIS SOFTWARE LICENSE - AUDIO DISTRIBUTION LICENSE
VOICE SYNTHESIS SOFTWARE LICENSE - CONCURRENT PORT FOR
Description
WINDOWS
ANTI-VIRUS - AVAST! ENDPOINT PROTECTION SUITE, 5-PACK LICENSE

STORAGE: SAN EQUALLOGIC PS-4210E (12X2TB SATA RAID6)
POWERCONNECT 2808 SWITCH
POWERCONNECT 3524 SWITCH
DELL NETWORKING N1500 SERIES
SERVER UPS: UPS 3000VA (270W) - 2U
SERVER RACK: 42U-48U ES RACKS
REPORT PRINTER: DELL SMART PRINTER 35830DN
KMM MONITOR CONSOLE (18.5")
Network Switches: KVM SERVER SWITCH 16 PORTS
PATCH CABLE, CAT6, 10 FT. , BLACK
PATCH CABLE, CAT6, 10 FT. , BLUE
PATCH CABLE, CAT6, 10 FT. , RED
PATCH CABLE, CAT6, 10 FT. , WHITE
ETHERNET SWITCH, 16 PORTS AND 2 1GBE SFP UPLINK PORTS*
EDES STATION: DELL PRECISION T3420 (INTEL I5-7600, 8GB RAM, 256GB SSD, W10X64PRO) W/24" MONITOR, K&M, and 20 SD CARD READER/WRITERS
SINGLE IBUTTON PROGRAMMER WITH USB ADAPTER, IBRW-100A
USB TO 1-WIRE/IBUTTON ADAPTER
PATCH CABLE, CAT6, 25 FT. , BLUE
STATION UPS - TRIPP LITE UPS SMART 1300VA
SINGLE IBUTTON PROGRAMMER WITH USB ADAPTER, IBRW-100A
USB TO 1-WIRE/IBUTTON ADAPTER
PATCH CABLE, CAT6, 25 FT. , BLUE
STATION UPS - TRIPP LITE UPS SMART 1300VA
RTM LAPTOP: LATITUDE 3380 (INTEL 4415U, 4GB RAM, 128GB SSD, 13.3" HDF DISPLAY, W10X64PRO)
LEXAR PROFESSIONAL WORKFLOW CFR1 SD MEMORY CARD USB 3.0 READER

The following descriptions include the voting and tabulation hardware details:

ImageCast X Ballot Marking Device (ICX-BMD)

Application: ImageCast X-Prime BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central

tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored both the ImageCast Central and Precinct Tabulators.

Components: ImageCast X-Prime BMD is composed of a 21.5" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable. 5 smart cards, 8GB flash drive, audio tactile interface (ATI) with USD cable and headphone set.

ImageCast Precinct Tabulator (ICP)

ImageCast Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box.

The ImageCast Precinct consists of the following:

- Two (2) optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
- Linux Operating System.
- Two SD memory cards ports for storage capabilities. Two (2) 8GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).
- An interactive electronic display in the form of an ultra-high contrast graphical color 5.7" LCD screen, and a built-in touch screen for administration purposes.
- An internal 3" thermal printer and one (1) 3" paper roll for generating reports.
- One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
- A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast Precinct must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanisms physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
- Power supply module uses 120 Vac, 60Hz, one phase power. It has a power consumption of 0.07Amps at 120 Volts AC.
- An internal battery which is rated to provide six (2.5) hours of normal use in the absence of AC power. In addition to internal 2.5 hours battery an internal 6 hours battery option is also available. There is also a connection for an external 12VDC SLA battery.
- Patented functionality known as the AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below:
 - o The top portion of the image contains a scanned image of the ballot.
 - o The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

ImageCast Molded Plastic Ballot Box

A textured molded plastic ballot box per ImageCast Precinct unit. The ballot box is made of a three (3) compartments, custom designed for use with the ImageCast Precinct. Dominion indicates that they have developed a custom attachment that would allow the new precinct tabulators to be attached to the County's current large blue ballot boxes. With that, the ImageCast Molded Plastic Ballot Boxes would not need to be purchased and the County could exercise this option upon further review of the attachment and its cost.

ImageCast Central Scanner (ICC)

The ImageCast Central Scanner consists of commercial off-the-shelf digital scanners configured to work with the ImageCast Central Software for high speed ballot tabulation. Each ImageCast Central Scanner includes the following:

- Canon DR-G1130 high speed document scanner
- ImageCast Central Software
- DELL AIO 7450 Computer 24" Touchscreen
- iButton Security Key
- iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- Patented functionality known as the AuditMark. For each ballot scanned and accepted into the unit, a

corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- o The top portion of the image contains a scanned image of the ballot.
- o The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot, known as the AuditMark.

Dominion is responsible for providing all components of the Democracy Suite platform, including both hardware and software.

Life Expectancy

Dominion mitigates the risk concerning proprietary hardware with our partnerships with our manufacturers. Our partnership allows us to provide product availability for 10+ years. Our manufacturers along with our development staff continuously identify any end of life concerns and recertifies any parts with State and Federal certification authorities.

Per the County's license agreement, all certified improvements, enhancements, bug fixes and/or updates are available as detailed in the Standard License Agreement.

Per the County's license agreement, all certified improvements, enhancements, bug fixes and/or updates are available as detailed in the Standard License Agreement.

The County will have ongoing visibility as to which future version of Democracy Suite will include any Arizona-specific upgrades or updates; Dominion will devise an upgrade plan as required by the County.

The proposed voting system is supported by Dominion for the duration of the agreement with the County. The modalities depend on County-selected options, such as optional extended warranties.

Dominion is constantly working with Commercial off the Shelf equipment providers, such as Canon, Avalue and Dell, to ensure visibility regarding end-of-life components and available replacements. This is done in conjunction with managing ongoing state and federal certification campaigns, to ensure that Democracy Suite remains fully operational and available to customers. Where possible Dominion strives to integrate any new product offerings and enhancements to the currently certified system version to prevent having to replace certain infrastructure components.

Dominion understands that election officials need to ensure that the significant investment required to upgrade a voting system is made with confidence and peace of mind that the technology will keep up with changing requirements and public expectations. Dominion's development team is continually working on refining existing products and functionality, leading to annual federal certification campaigns with the EAC, as well as state certifications where required.

Maintenance and Parts

Dominion will address on-going support, repair, and preventative maintenance in a comprehensive and effective manner as characterized by the following:

- **Engineering** – Key components are designed with redundancy.
- **Manufacture** – All components are manufactured using ISO 9001 practices.
- **Design** – The solution architecture is redundant (redundant servers, redundant storage, etc.)
- **Warranty** – We provide hardware and software warranty to meet customer specification.
- **Preventative Maintenance** – Dominion will provide technical training to Maricopa County in order to ensure proper functioning of voting equipment
- **Repair** – Dominion maintains a warehouse in McKinney, Texas with an inventory of all parts and supplies needed for the Tabulator Solution and can respond quickly should a need arise.
- **Readiness** – During the identified pre-election period, Dominion will comply with requirements for enhanced response time to warranty requests.
- **Tracking and Reporting** – Dominion and its subcontractors utilize its Customer Relations Management system (CRM) to oversee repair and maintenance issues. This is the same ticket tracking system that is used for problem escalation.

Dominion and its team use a Customer Relations Management system (CRM) database to capture service calls to ensure all issues are resolved effectively. Once a call/email is received, a work ticket is created, and the initiating party will be contacted by a member of the service team.

Initial contact will be established after notification. At that time, additional troubleshooting instructions may be provided to help the service team better respond to the failure or defect. If the defect or failure cannot be addressed in this manner, a service representative will make the appropriate arrangements for resolution. The diagram on the previous page summarizes this process.

If a failed component is under warranty, a Dominion technician will schedule an onsite visit to repair / rectify the defective or failed component. Where a failed or defective component is not covered by warranty, a request for an on-site visit to assess and repair the failed / defective component may be made.

The County will be trained on maintenance tasks to best upkeep the ImageCast Central system running efficiently during the ballot tabulation process. Dominion recommends at approximately 2,000 to 3,000 ballots scanned either wiping the ballot path with a supplied microfiber cloth, a dust clearing brush, or vacuuming of key locations on hardware. Additionally, Dominion will train the County to remove and clean all uptake rollers to manufacturer specifications.

Dominion will provide Preventative Maintenance training to the County. Preventative maintenance consists of standard steps and checklists for each type of ImageCast Ballot Marking Devices and accessible voting system component. Preventative maintenance for Dominion's Democracy Suite is designed to minimize all maintenance and is primarily focused on the mechanical components. Compliance with the requirements set out in the product maintenance guides and warehousing specifications is mandatory.

We will coordinate all repair and maintenance actions with the County or Authorized User. Dominion will track and retain documentation on maintenance and repair activities. The County will be given paperwork stating completion of work performed and status of the Voting System. Warranty and repair parts shall be new. At the conclusion of the warranty period and at the discretion of Maricopa County officials, responsibility for this function can be transferred to County staff (or a suggested third party), who have completed a Dominion technician training course. Dominion can also be contracted to continue to provide preventative maintenance support at our standard service rates. Dominion also offers different, optional extended warranty agreements, which allow the customer to select a plan which meets their specific needs.

END OF DOMINION TECHNOLOGY DELINEATION (FROM PROPOSAL):

The original Request for Proposal (RFP) asked vendors to delineate which of these technology components will be provided by the vendor and which are to be provided by the County. The proposal notes that all hardware (proprietary and COTS) will be provided by Dominion for the prices noted. This is acceptable but the **County will look to negotiate certain elements prior to entering into a full award for consumable supplies and COTS hardware such as the Oki "Mobile Ballot Printing" printers, if there are other avenues to attain those items through current County procurement contracts, if confirmed by Dominion to be viable for use.**

Additionally, for each election Maricopa County will conduct a full security review of the configuration and setup for an intended election. When there is equipment and technology that interacts or integrates with the system that is not already security tested or certified through the EAC Certification, then those components will be part of the security audit. **Dominion must fully participate in and support the County's final election readiness security audit.**

SUPPORT SERVICES:

The County also requires support for the entire pilot election process from early voting through tabulation and canvassing. These services are outlined as follows:

System Support Services – Dominion is responsible for all aspects of the initial implementation of the voting system.

Dominion shall provide all "Project Management" and "Implementation Activities" onsite with *"experienced Customer Relations Manager and the technical resources that are familiar with the unique requirements, processes*

and procedures applicable to Maricopa County”. The process will begin with a “Kick-Off Meeting” between the County team and the Dominion Project Manager and the Dominion Technical Lead assigned.

The agenda for this initial Kick-Off Meeting” meeting shall be as follows and the County agrees with this plan:

1. Review project governance structure, project roles and responsibilities
2. Project Management Artifacts Review
 - a. Review and adjust the following with a view to finalize immediately following contract signing:
 - i. Project plan activities, schedule and milestones
 - ii. Issue tracking & escalation plan
 - iii. Risk mitigation plan
 - iv. Communication plan
 - v. Conflict resolution plan
3. Training Plan finalization
 - a. Review and adjust training sessions and schedule
4. Review Architectural & Technical Specifications deliverables

Additionally, the below deployment steps are as noted by Dominion in the proposal. The County concurs with the proposed structure for deployment as follows:

- **Requirements Gathering, Gap Analysis & Application Configuration** - A key phase in the initial stages of the project implementation will be a gap analysis performed by the Dominion team, and subsequent configuration will be developed and implemented.
 - Create Election Data Import Bridge - in this series of steps, Dominion works with the IT professional responsible for the creation and maintenance of the EMS database to create a bridge that allows the direct import of geopolitical data into Democracy Suite EMS. In this way, election divisions, contests, candidate names, propositions and other essential data need not be input twice, reducing the likelihood of user error.
 - Customization of Configurable Options - the County will provide final input and approval on ballot layouts, reports content, and the configuration of the options of the ImageCast voting terminals.
 - End-to-End Test - all systems undergo a rigorous operational test prior to release to the customer. This end-to-end test simulates real-election conditions and utilizes Election Day configurations.
 - Procurement and Delivery - Procurement will be conducted in a manner that allows the coordination of supplies and consumables to be shipped directly to the County. During the procurement phase of the project, all of the commercial off the shelf components used in our election system are purchased. Dominion will deliver all required equipment to the County based on the timeline outlined in the project plan. Provision in the project plan has been made to allow incremental orders to be placed following change management processes. Maricopa County always has the opportunity to work with the Dominion Project Manager to place additional orders.
- **Installation & Acceptance Testing** - Maricopa County is responsible for User Acceptance Testing, and Dominion will provide an onsite presence to support acceptance testing performed by the County. Acceptance testing involves a visual inspection of the voting platforms, successfully completing a series of internal diagnostics, and successfully tabulating ballots from a sample test election. Dominion provides documentation and training for client technicians, as well as warehouse set-up guidelines for inbound acceptance testing.
 - Preparation for Acceptance Testing - Dominion will provide guidelines & checklists to the County for acceptance testing and coordinate dates with the staff for software installation. This includes assessing suitability and identifying any modifications required, identifying areas for each process including a secure area for inventory control, preparing necessary acceptance documentation, and ensuring all necessary supplies are available.
 - Installation - Dominion will configure and install all software including the operating system and application software and set up the solution including all hardware and connections provided as part of the system.
 - Acceptance Testing - The County’s Acceptance Team, with support from Dominion staff, will conduct detailed acceptance testing of the voting equipment. This acceptance testing provides assurance of full product functionality and accuracy. Acceptance testing is an essential part of the Dominion quality assurance process and takes place on-site at the customer location.