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**SERIAL 190265 RFP ELECTIONS TABULATION SYSTEM**

**DATE OF LAST REVISION: February 10, 2010**

**CONTRACT END DATE: December 31, 2022**

**CONTRACT PERIOD THROUGH JULY DECEMBER 31, 2022**

**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.

ES/mm  
Attach

## **CONTRACT: ELECTIONS TABULATION SYSTEM (190265-RFP)**

This Contract is entered into this 26<sup>th</sup> 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 31<sup>st</sup> day of July, 2022.

1.1 **This Contract is for a term of three (3) years and five (5) months, beginning on the 1<sup>st</sup> day of August 2019 and ending the 31<sup>st</sup> day of December 2022. 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 the December 31, 2022, Dominion shall provide all equipment, services and related licenses to the County at the corresponding prices as outlined in this Agreement.**

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) additional **two (2) years and seven (7) 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.

1.3 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 <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> 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;

6.25.2.1.1 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  
Phoenix, Arizona 85003-2494

For Contractor:

Dominion Voting Systems, Inc.  
ATTN: Contracts Administrator  
1201 18<sup>th</sup> Street, Suite 210  
Denver, CO 80202  
[sales@dominionvoting.com](mailto:sales@dominionvoting.com)



**EXHIBIT A  
CONTRACTOR INFORMATION / PRICING**

**SERIAL 190265-RFP**

NIGP CODE: 578-34

RESPONDENT'S NAME:

Dominion Voting Systems, Inc.

COUNTY VENDOR NUMBER:

1201 18th Street Suite 210 Denver, CO 80202  
717 17th Street Suite 310 Denver, CO 80202

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

(866) 654-8683 or 510/610-6634

FACSIMILE NUMBER:

(303) 291-3909

WEB SITE:

[www.dominionvoting.com](http://www.dominionvoting.com)

CONTACT (REPRESENTATIVE):

John Hastings, Regional Sales Manager

**John Poulos, President/CEO**

[John.Hastings@DominionVoting.com](mailto:John.Hastings@DominionVoting.com)

REPRESENTATIVE'S E-MAIL ADDRESS:

[John.poulos@dominionvoting.com](mailto:John.poulos@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

1% 10 DAYS NET 30 DAYS

NET 15 DAYS

NET 60 DAYS

2% 30 DAYS NET 31 DAYS

NET 20 DAYS

NET 90 DAYS

1% 30 DAYS NET 31 DAYS

NET 30 DAYS

2% 10 DAYS NET 30 DAYS

5% 30 DAYS NET 31 DAYS

**1.0 PRICING:**

(See additional Excel file in BidSync for pricing format)

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**The billing period will start January 1st, 2020 and will 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 <b>20</b> / UPS - 1			

SERIAL 190265-RFP					
		Standard Server - 2	\$327.25	\$327.25	\$327.25
		Client Workstation - 4	\$32.73	\$32.73	\$32.73
		Adjudication - 4 <b>20</b>	\$32.73	\$32.73	\$32.73
		UPS - 1	\$15.40	\$15.40	\$15.40
5	Additional Peripherals (if needed)	Voting Booth - 553 // <b>Privacy Screens - 553</b> / ImageCast BMD Transport Bag - 553 / <b>ImageCast Precinct Adapter for use with Eagle Ballot Box - 553</b> / ImageCast Precinct Ballot Box - 553			
		Voting Booth - 553	\$5.68	\$5.68	\$5.68
		<b>Privacy Screens - 553</b>	<b>\$0.45</b>	<b>\$0.45</b>	<b>\$0.45</b>
		ImageCast BMD Transport Bag - 553	\$2.41	\$2.41	\$2.41
		ImageCast Precinct Ballot Box - 553	\$19.25	\$19.25	\$19.25
		<b>ImageCast Precinct Adapter for use with Eagle Ballot Box - 553</b>	<b>\$14.58</b>	<b>\$14.58</b>	<b>\$14.58</b>
		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 <b>5</b> / 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 <b>5</b>	\$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 <b>4</b>	\$236.04	\$236.04	\$236.04
9	Warranty	G1130 - 12 <b>5</b> / ImageCast BMD - 553 / ImageCast Precinct - 553			
		G1130 - 12 <b>5</b>	\$34.38	\$34.38	\$34.38
		ImageCast BMD - 553	\$3.55	\$3.55	\$3.55

		ImageCast Precinct 553 ImageCast HSS - 24	\$3,099 \$194.79	\$3,099 \$194.79	\$3,099 \$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

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**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:

**New table replacing the one above:**

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 availed 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. Dominion’s proposal delimitates that it can generate results, ballot images and other output items for posting if desired by the County.

Dominion further outlines its 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:



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.
  - o 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.
  - o 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.
  - o 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.
  - o 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.
  - o 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.
  - o 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.
  - o 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.

- **Training** - Dominion will work closely with Maricopa County to ensure that the training program is customized to meet your specific needs. Dominion will prepare and provide all needed training material, which includes training manuals, quick reference guides, website instructional courses, and technical reference manuals when necessary. Training and curriculum particular to the resources, staff, and needs of Maricopa County will be developed as part of the implementation meetings and materials will be provided before implementation for both hardware and software functions. In addition to formal training, our specialists will work to transfer the required knowledge and skills to relevant Maricopa County staff, with the objective of ensuring that your staff is empowered to manage all aspects of the system's availability and functionality. Dominion takes pride in our ability to transfer to local officials the skills necessary to conduct even complex elections with autonomy.
- **Election Programming** - The creation of the election database is a critical step in the election implementation. Given the very limited time available between the certification of the final ballot and the distribution of UOCAVA / Mail ballots, it is very important that timelines are appropriately managed. Dominion employs an iterative approach to ballot and report creation, where successive rounds of proofs are provided to election officials as more information becomes available. Using this approach, in many cases ballots have already been approved by the time they are certified, maximizing the time available for pre-election testing and logistics.
- **Logic and Accuracy Testing** - Maricopa County officials and their staff will conduct logic and accuracy testing of voting equipment, using processes, procedures, and support provided by Dominion. The Dominion project team will be available throughout the L&A process available to assist on an as required basis. Training for Maricopa County officials on the L&A process will take place prior to Logic and Accuracy testing.
- **Election Support** - The Dominion project team will reach an agreement with Maricopa County on their specific roles during ballot scanning and Election Night. Dominion's on-site support resource will have the necessary skills to assist Maricopa County to ensure the polling location opens in a timely fashion and that the equipment functions properly. In addition, a key role for the on-site support resource is to assist Maricopa County with tabulation and results reporting. Dominion's active voting support strategy can be customized to meet Maricopa County's specific needs.
- **Post-Election Debrief Meeting** - Within 30 days following election event, Dominion will coordinate a post-election debrief meeting to discuss post-election events and activities with Maricopa County. The debrief meeting is an opportunity to review lessons learned from both Dominion and Maricopa County, evaluate success factors and areas for improvement for process enhancement in future election cycles. On completion of these reviews, project documentation and the project plan will be revised to reflect learning from the first election.

**Training and Instruction** – Dominion shall *“provide all training and instructional activities onsite with an experienced Customer Relations Manager and the technical resources that are familiar with the unique requirements, processes and procedures applicable to Maricopa County”*.

Dominion shall also provide documentation that is specific to individual roles and situations for County Staff. In addition, Dominion shall supply guides and documentation for *“Acceptance Check Lists, Unit Tracking Procedures, and Troubleshooting Guides are examples of items used in Preventative Maintenance and Hardware Acceptance Training. User Guides and Quick Reference Guides are examples of items used in Election Poll Worker Training.*

Dominion shall also provide User Guides that will cover all aspects of various topics such as *“Vote Tabulators and Accessible Components”* along with Quick Reference Guides that are *“brief, focused and image-oriented; they are designed for reference-at-a-glance in practical election situations.”*

Dominion shall effectively work with the County towards creating custom training materials as it relates to these new system components using **“Dominion Training Focus and Approach”** in detail and the County accepts and welcomes this comprehensive and customizable platforms as it relates to the Instructional Design, Delivery Methodology, Hardware Operations Training, Democracy Suite Training, Election Day Rover Training, and Train-the-Trainer Poll Worker Training.

In regards to training for future system updates, when updates or system changes occur over the life of the contract that effect the County, Dominion “*will work with the County to implement updated training programs using the same methodology detailed above. This includes working closely with the County to schedule training activities in advance of any live election event to ensure County staff has the knowledge and understanding of the system updates and changes.*”

**Election-Specific Support** – Dominion agrees to develop customized Election-Specific Support plan that meets the needs of the County. This plan will include assigning support for the County in the following areas:

- Operation and maintenance of the system to staff a phone bank on Election Day at the MCTEC facility
- Technicians to support the County on Election Day to ensure proposed technology is operating appropriately at all polling locations and in County offices
- Voting system repair technician during the election cycle, during ballots tabulation period, or at timeframes determined by the County
- Training personnel for County Staff, to support the use of the EMS
- Maintain an inventory of parts to reduce downtime risk and ensure equipment can be readily repaired
- Personnel to assist the County in performing maintenance and repairs based on a maintenance plan

Specifically, “**Standard Remote Service Availability and Response**” includes the following for which Dominion is responsible for:

- a. Standard hours of all support staff availability are from 8:00 a.m. to 5:30 p.m. EST, Monday to Friday excluding public holidays.
- b. Support staff is available outside standard hours by mutual agreement of the parties. The County will be given mobile phone numbers for members of the implementation team.

**OPTIONAL PREFERENCES:**

The County verifies hash codes of all software and firmware that is in escrow at the Secretary of State’s (SOS) Office and on file with National Institute of Standards and Technology (NIST). Dominion agrees to the following:

*Data generated by the Democracy Suite platform, including results reporting, is protected by the deployment of FIPS-approved symmetric AES and asymmetric RSA encryption. The Democracy Suite Election Management System uses these techniques to encrypt election files prior to their use on ImageCast tabulators. Once the polls have been closed, the ImageCast tabulators encrypt all of the results files prior to transmitting them back to EMS.*

*SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.*

Although Arizona does not currently use ranked-choice voting (RCV), with legislative changes possible from session to session the County has an interest in a system that can support RCV. Dominion notes in their proposal that “*Democracy Suite system supports the ability for Ranked Choice or Instant Runoff Voting on all voting devices, including the ImageCast Precinct, ImageCast X Ballot Marking Device and ImageCast Central.*”

In further detail, Dominion clarifies that their Ranked Choice Voting functionality supports the following:

- Various ballot layout options with flexibility to include ranked choice contests on the same ballot as first-past-the-post contests.
- Supports instant runoff voting (IRV) as well as single transferable vote (STV).
- Tabulation of qualified write-in candidates
- Option to include warnings to voters if they have made an error voting their ballot (such as over-voting a ranking).
- System automatically captures images of all votes cast and each digital ballot image is appended with an AuditMark, showing a record of how the voter’s marks were interpreted by the tabulator.
- RCV CVRs can be exported using the CVR report in JSON report.

The County conducts “Hand Count Audits” and the County requested that the Proposers to describe how their voting systems support the application of risk-limiting post-election audits and manual hand count audits. Accordingly, Dominion confirms their ability to comply with all types of audits and specifically the following:

*Dominion’s Democracy Suite solution can facilitate recounts, manual hand counts, and risk limiting audits. The system can identify and automate the removal of selected ballots from a batch for recount purposes. Dominion has developed a Ballot Audit and Review System to assist election officials in performing election canvasses and risk-limiting audits. This tool will 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. This tool will provide an efficient and user-friendly interface for reviewing ballot images and associated results, as well as providing a framework to support a variety of auditing methodologies.*

*This tool allows multiple officials to access digital ballot images with their Digital Ballot AuditMark marks, digital Cast Vote Records, and related review notes. Filtering options enables the creation of ballot review subsets for specific audit reviews. This tool resides in a secure post-election environment that is separate from EMS*

For the digital adjudication, there is a preference to allow for both digital adjudication that writes directly to the ballots cast record (tabulation) along with a “print queue” feature as well as an option to print the adjudicated ballot as a hard copy version. The ImageCast Adjudication module provided by Dominion shall allow for the County to resolve over votes, under votes, write-ins, ballots with damaged voting targets, interprets voter intent marks, and allows for the scanning of redacted provisional ballots. Dominion verifies that the adjudicated ballot, with the adjudicated AuditMark, is a multi-page “.tiff” image file that can be printed upon request.

While not an element included in the minimum qualifications for proposals, the County preferred an imaged-based voting system that will facilitate the format and issuance of ballots to voters through a remote accessible option (e.g. UOCAVA Voters). Dominion shall provide a “ImageCast Remote” offering (RAVBM/UOCAVA) where a ballot can be provided to a voter remotely. Upon authentication of the voter, the ballot can make selections, review, confirm selections and generate a PDF for return to the County. That PDF can be emailed or printed, and returned to election officials for processing.

This process is denoted as not requiring an internet connection, and therefore the voter selection data is protected and remains private. The summary of what is sent to the voter is a coversheet, ballot with the 2D barcode and human-readable summary of selections, and a return envelope.

The County preferred the voting system to have the ability to identify a digitally adjudicated ballot should the gathering of the physical ballot be required. This is possible through Dominion’s system and “*Each image/CVR combination is correlated to a given tabulator and batch of ballots scanned making it easy to find the specific ballot paper for further investigation if needed.*”

**solutions regarding the disposition of the County's current voting system. Dominion's proposal did not address this optional disposition of the current system and equipment.** The County, however, reserves the right to discuss and negotiate some assistance from Dominion with disposal of the current system following the EAC and the Department of Defense (DoD) recommendations for disposal of voting equipment.

**MISCELLANEOUS:**

**Warranty** – The County requested that for the duration of any final agreement, the selected voting system will be under full warranty. That the warranty cover all aspects of the voting system, including all equipment, technology and all components attached to or necessary for functionality of the equipment to conduct elections in the County. The warranty must also cover any software or firmware patches, fixes, and updates, including any associated installation, testing, the necessary support to implement the changes, as well as the approval by the SOS.

**Dominion's terms for the warranty are noted as follows and the County reserve the right to review and negotiate these terms to get to a warranty and maintenance plan that fulfils the County's needs:**

*Dominion shall include a warranty of the included ImageCast tabulators and Democracy Suite products (voting equipment hardware and EMS software, excluding consumables) for the first year upon formal acceptance of the equipment. This is a full warranty of any defects or failures on the ImageCast or Democracy Suites products.*

*Beyond the first year of ownership, Dominion offers a broad range of warranty and maintenance services which can easily be tailored to fit the County's needs. These options range from an extended warranty package, and/or annual onsite preventative maintenance, or customers can choose to have items repaired under our time and material repair service.*

*Additionally, Dominion can also provide tier-1 technician training, to cover basic repairs and maintenance. Dominion's Extended Warranty Agreements can be for one, two or more years, allowing for coverage adjustments over the lifetime of the voting system.*

*Dominion warranties exclude warranties for COTS equipment. Those warranties are provided by the Original Equipment Manufacturer.*

*For the first year, the Dominion warranty is a full warranty of any defects or failures on the ImageCast or Democracy Suites products. After the first year, Dominion shall provide extended warranty services or provide repairs on a time and materials basis.*

*Under the warranty, and on non-election day, Dominion endeavors to repair the equipment first. If the problem cannot be reasonably repaired, Dominion shall replace the affected equipment. On Election Day, equipment is replaced.*

**For clarity, the County defines "reasonably repaired" to mean a repair that can be done within a half hour timeframe. Because this is Election Day, recovery and response is time sensitive and we must take into consideration possible logistical and delivery timeframes for the piece of equipment, so this "half hour" repair for Election Day equipment is what we will look to. To formalize then, if a piece of equipment needs repair and the repair cannot be done within a half hour timeframe on Election Day, then the equipment must be replaced.**

**Adjudication of Ballot Markings** - The County may opt to post all ballot images on its website to increase the transparency of vote tallying and election results. All proposals were required to state how the related voting systems will facilitate adjudications and the posting of the ballot-specific adjudication records for each marked vote and related data sets on the County's website. Dominions response meet this County request and are as follows:

*Ballots do not include any voter-identifying information, therefore the County can post all ballots in order to increase the transparency of vote tallying and election results. Posted ballots will include Dominion patented AuditMark technology, along with any outstacked adjudicated ballots where voter intent has been established. Dominion will work with Maricopa County officials to ensure that adjudications and ballot-specific adjudication records for all data sets are in conformance with the County's guidelines in order to be posted.*

*Additionally, Dominion is currently working with several jurisdictions to support this capability, including the City and County of San Francisco. As we develop best practices and procedures with San Francisco, we will be able to share information with Maricopa County.*

### PROPOSAL EXCEPTIONS

In section 5.6 of the RFP there is an allowance for "EXCEPTIONS TO THE SOLICITATION" where the Respondents may identify and list all exceptions taken to all sections of 190265-RFP. In this proposal Dominion indicates its "*right to negotiate the final terms and conditions as part of the overall contract discussion with the County of Maricopa*". With that, Dominion submitted the following exception or suggestions regarding the draft agreement or RFP legal requirements. **The County, upon review, agrees to the "Exception" requests made by Dominion as noted below:**

#### SECTION 3.8 SOURCE CODE ESCROW REQUIREMENT

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

#### SECTION 6.1

Per current agreement between the parties, addition of a section for limitation of liability – "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."

#### SECTION 6.13

Per current agreement between the parties, addition of a last sentence to this section – "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."

## EXHIBIT C

### VOTING SYSTEM MANAGED SERVICES TERMS, LICENSES AND WARRANTIES

1. **Composition of Exhibit C.** This Exhibit consists of the terms and conditions contained in the following sections and the listed Schedules:

Schedule 1:	Software License Terms and Conditions
Schedule 2:	Print Copyright License Terms and Conditions
  
2. **Definitions.**
  - 2.1. "Acceptance" means the successful completion of the acceptance testing performed by the Customer on the Dominion Hardware and related Dominion Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 6.
  - 2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A.
  - 2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
  - 2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any other event shall be considered an Election in and of itself.
  - 2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 2.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Dominion.
  - 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
  - 2.8. "Third Party Software" means software, other than the Dominion Software, which is owned by third parties, and which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, and report writing subroutines.
  
3. **Dominion's Responsibilities.** Dominion shall:
  - 3.1. Provide the System and services as described in Exhibit A - Pricing.

- 3.2. Provide the Customer with a Dominion Software use License as described in Schedule 1 - Software License Terms and Conditions.
- 3.3. Appoint a Project Manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in the Agreement and alert of any material change in such plans.
- 3.4. Assist in the Acceptance Testing process as required by Section 6 herein.
- 3.5. Provide Customer with one (1) reproducible electronic copy of the documentation.

- 3.6. Provide the System that Dominion designs, manufactures, and/or licenses, which is certified for use as a voting system in the Customer's jurisdiction.
- 3.7. Provide invoices to Customer pursuant to the payment schedule in Exhibit A.

**4. Customer's Responsibilities.** Customer shall:

- 4.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
  - 4.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
  - 4.1.2. Payments exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 4.2. Appoint a Project Manager who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 4.3. Conduct Acceptance Testing process as required by Section 6.
- 4.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the System and perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

**5. Title and Risk of Loss.**

- 5.1. Title to the System. The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.
- 5.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 5.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the "ship to" address, except to the extent

such damage is caused by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

**6. Acceptance.**

6.1. Dominion Software or Dominion Hardware. After delivery Dominion Software or Dominion Hardware, the Customer will conduct acceptance testing of such items, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.

6.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Section 6, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

**7. Software License and Use.**

7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms and Conditions incorporated herein as Schedule 1.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the Third Party License Agreements by Customer's first use of the System.

**8. Dominion Software Warranty.**

8.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms and Conditions of Schedule 1.

8.2. Third Party Software Warranty. To the extent permitted by the licensor of Third Party Software, Dominion shall pass to Customer all warranties such licensors make available to Dominion regarding the operation of Third Party Software.

8.3. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**9. Hardware Warranty.**

9.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.

9.2. Dominion Hardware Warranty Services. Dominion shall repair or replace the Dominion Hardware

Hardware is operated in conformity with its specifications as approved by Dominion for use with the Dominion Hardware. If any Dominion Hardware item fails to operate in conformity with the specifications during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Dominion Hardware. The following conditions apply to the Dominion Hardware services:

- 9.2.1 Dominion shall bear the costs for ground-shipping Dominion Hardware parts or the repaired/replaced item to and from the Customer. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the Customer's expense.
- 9.2.2 The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:
  - a. Replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
  - b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

- c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
  - d. Repair or replacement of Dominion Hardware products from which the serial numbers have been removed, defaced or changed.
- 9.3. EMS Hardware Warranty. To the extent permitted by the manufacturers of the EMS Hardware, Dominion shall pass to the Customer all warranties such manufacturers make available to Dominion.
- 9.4. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**SCHEDULE 1**

**SOFTWARE LICENSE TERMS AND CONDITIONS**

**1. License Terms.**

1.1. License Limitations. Customer's use of the Dominion Software pursuant to the License granted in the Agreement is subject to the terms herein. Customer may only use the Dominion Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

1.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule 2 attached hereto, Dominion grants to Customer a non-exclusive, non-transferable print copyright license as defined in Schedule 2.

1.3. Third-Party Software. When applicable, Dominion hereby sublicenses any software that constitutes or is contained in Third-Party Software, in object code form only, to Customer for use during the Term.

1.4. No Other Licenses. Other than as expressly set forth herein, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Customer agrees not to use the Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Dominion Software. The Customer shall have no power to transfer or grant sub-licenses for the Dominion Software. Any use of all or any portion of the Dominion Software not expressly permitted is strictly prohibited.

1.5. Intellectual Property Infringement Indemnification. If a third party claims that the Dominion Software or System infringes any United States patent, copyright, trade secret or

similar intellectual property right, Dominion shall defend Customer against such claim at Dominion's expense and pay all damages that a court finally awards against Customer. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Customer the right to continue to use the infringing portion of the Dominion Software or System; or (b) modify or replace the Dominion Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Customer to return the Dominion Software or System, and Dominion shall refund Customer amounts calculated pursuant to the Dominion Software License fee, on a pro-rate basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Customer for any infringement claim based on Customer's modification or misuse of the Dominion Software, if the claim would have been avoided had the Dominion Software not been modified or misused.

**2. Payment.** In consideration of the grant of the license, the Customer shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

**3. Upgrades and Certification.** During the Term, Dominion may provide upgrades to Customer under the following terms and conditions.

3.1. Upgrades. In the event that Dominion, at its sole discretion, certifies a Dominion Software upgrade under the applicable laws and regulations of the Customer's State, Dominion shall make the certified Dominion Software upgrade available to the Customer at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Dominion shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other Dominion Software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

**4. Prohibited Acts.** The Customer shall not, without the prior written permission of Dominion:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Dominion Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;

4.3. Alter or modify the Dominion Software in any way or prepare any derivative works of the Dominion Software or any part of parts of the Dominion Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Dominion Software, or fail to reproduce the same on any lawful copies of the Dominion Software.

**5. Return of Dominion Software.** Upon termination or expiration of this Agreement, Customer shall forthwith return to Dominion all Dominion Software in its possession or control, or destroy all such Dominion Software from any electronic media, and certify in writing to Dominion that it has been destroyed.

**6. Warranties.** The following warranties will apply to all Dominion Software during the Term.

6.1. Dominion Software Warranty Terms. Dominion warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications, the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Dominion or (ii) having been used by the Customer for purposes other than those for which the Software was designed by Dominion. If Dominion and Customer are unable to agree whether the

reported material failure is covered by the foregoing warranty, the issue shall be handled in accordance with the Dispute procedures in the Maricopa County Procurement Code.

6.2. Corrections. If the Customer believes that the Dominion Software is not functioning substantially in accordance with the Specifications or Requirements, the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. Dominion shall correct the deficiencies, at no additional cost to the Customer and incorporate such corrections into the next version certified by the Customer's State.

6.3 Third-Party Software. The warranties herein do not apply to any Third-Party Software. However, to the extent permitted by the manufacturers of Third-Party Software, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of such Third-Party Software.

6.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## SCHEDULE 2

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

#### 1. Definitions.

- 1.1. "Derivative Works" means any work that is based upon or derived from Dominion's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by Dominion.

#### 2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Dominion grants to the Customer a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy Dominion's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule 2.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Dominion grants no other licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party, (c) the copyright license granted herein cannot be transferred or

sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of Dominion, including without limitation:

- (i) any commercial or non-commercial printer
- (ii) any third party vendor using ballot on demand system.

- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with Dominion.

**3. No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, DOMINION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE







**DOMINION VOTING SYSTEMS, INC., 1201 18<sup>TH</sup> STREET, SUITE 210, DENVER, CO 80202**

PRICING SHEET: NIGP CODE 57834

Terms: NET 30

Vendor Number: VC0000002816

Certificates of Insurance

Required

Contract Period:

To cover the period ending July **December 31, 2022.**