

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of August 7, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Dominion Voting Systems, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified voting system company, experienced in the design, manufacture, installation, maintenance and support of voting systems and related services; and

WHEREAS, in the judgment of the Sonoma County Clerk-Recorder-Assessor, it is necessary and desirable to employ the services of Contractor for production, installation, maintenance and support of a voting system.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without mutual agreement of County and Contractor. Notwithstanding the foregoing, County may unilaterally require the immediate removal and replacement of any Contractor personnel assigned to this Agreement in the event that County receives a complaint of misconduct by such Contractor personnel—including, but not limited to, claims of sexual harassment, hostile work environment, discrimination, threats of violence—that requires County to conduct an investigation.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the schedule set forth in Exhibit C, provided however, that total payments to Consultant shall not exceed \$2,300,000.00, without the prior written approval of County.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor

agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall commence on August 7, 2018, and continue in full force and effect through and including June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, to the extent any such failure or violation remains uncured thirty (30) days after Contractor was first notified in writing of such failure or violation.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Clerk-Recorder-Assessor Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, damage to or destruction of property, or loss of use or reduction in value thereof, infringement of intellectual property rights, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its specifically defined obligations under this Agreement by Contractor, its employees, Contractor's subcontractors at any tier, or any other party for which Contractor is legally liable under law, arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Contractor, excepting only such Claims to the extent a court of competent jurisdiction determines were caused by the negligence of an Indemnified Party. Contractor shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party. Notwithstanding the foregoing, in no event shall Contractor's liability under this Section 5 exceed the total compensation that Contractor is entitled to receive under this Agreement, as specified in Section 2 herein. Contractor acknowledges that the foregoing cap on liability applies only to Contractor's out-of-pocket liability and does not limit the amount of Claims covered by the insurance maintained by Contractor pursuant to Section 6 herein. Contractor further expressly acknowledges and agrees that the foregoing cap on liability shall not apply to any Claims caused by Contractor's gross negligence or willful misconduct or to any Claims that result in bodily injury or death.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of

such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under

state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. Ownership and use of all software, reports, ballots, data, or other documents produced pursuant to or with the software described in this Agreement shall be governed by the terms set forth in the software license attached hereto as Exhibit B.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Clerk-Recorder-Assessor
Attn: Accounting
585 Fiscal Drive, Room 104
Santa Rosa, CA 95403

TO: CONTRACTOR:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Suite 210
Denver, CO 80202

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Dominion Voting Systems, Inc.

By: _____

Name: _____

Title: _____

Date: 7/26/18

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Department Head

Date: 8/15/2018

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: 8/14/18

By: _____

Director

Clerk-Recorder-Assessor Department

Date: 8/15/2018

SONOMA COUNTY
EXHIBIT A
SCOPE OF WORK

1. **Introduction**

In this managed services agreement, Contractor support will be provided throughout the life of the contract. This Scope of Work ("SOW") describes activities and products related to the initial phases of the project as well as ongoing support.

2. **Project Management**

2.1. **Phase I**

"Phase I" will occur during the full system implementation of the Dominion Voting system for the first scheduled election not later than the 2019 November Election. A Dominion Project Manager will be appointed and dedicated to this project and will be on-site as needed to support the county as work-flow dictates and available commencing when the contract is signed through the completion of Phase I. Dominion's Project Manager will be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall have the requisite skills and experience to provide the services required for the implementation including without limitation: complete knowledge of election technology, elections support, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines. Contractor shall make commercially reasonable efforts to provide a Project Manager familiar with the election operations of Sonoma County and the election rules and regulation of the State of California.

The Dominion Project Manager shall communicate with County as to the status of information, milestones, procedures and progress on the tasks as set out in this Agreement and to advise County forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer's written consent to any such material change. In addition, the following Project management resources will be dedicated on an as need basis through Phase I.

2.1.1. **Product Specialist**. Shall provide technical support through Phase I. This resource is responsible for the installation, operation, repair, and maintenance of all Dominion Voting Systems hardware and software, scheduling and supervising resources for all hardware and software related matters, providing election support services and customer training, and interfacing directly with customers, co-workers and election officials.

2.1.2. **Implementation Manager**. Shall work with the County's elections staff, as well as County's IT staff, to install the certified EMS and adjudication

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system hardware. As part of this role, the systems configuration manager will evaluate the current environment at the County and provide recommendations for any changes required for configuration.

- 2.1.3. Training and Documentation Manager. Will coordinate with Contractor and County project managers to develop and customize all training documentation and supervise all training related activity.
- 2.1.4. Election Programmers. Responsible for all aspects of election event definition, including without limitation to following components: Importing of data files into the EMS system, defining election project parameters and assigning templates, assigning tabulators (ICC, tablet, mobile ballot printing), defining ballot structures, creating proofing ballot, creating official ballots, and creating election files and the security keys for the ImageCast®.
- 2.1.5. Ballot Printer Certification Manager. Shall conduct activities required to qualify County's certified printer as described in section six of this SOW.
- 2.1.6. Other. Additional Acceptance and Readiness Testing, Pre-Logic and Accuracy, Early and Election Day Voting Personnel, and Post-Election activity (recount and canvass) as further described in this SOW.

County shall appoint a project manager ("County Project Manager"), who shall be responsible for review, analysis and acceptance of the Dominion System and the coordination of County personnel, equipment, and facilities. The County Project Manager shall be empowered to make decisions on behalf of County with respect to this SOW including the allocation of required resources. The County Project Manager shall also have direct access to the Registrar of Voters' top management at all times for purposes of problem resolution.

The County Project Manager shall have the requisite skills and experience to provide the services required for the implementation including without limitation: elections management, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines.

Along with the County Project Manager, Dominion's Project Manager (collectively the "Project Management Team") will assist in coordinating County's work including planning, communication and direction of the systems implementation. Dominion's Project Manager shall be responsible for providing the direction, expertise and leadership for project planning of all tasks required for successful implementation of the voting systems project through a single County

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Project Manager. The completion of these tasks shall be cooperatively managed by Dominion's Project Manager and County Project Manager.

County Project Manager and Dominion's Project Manager will meet weekly, and include other team members as appropriate. The meeting will be a forum to discuss and manage the project's progress, which will include tracking milestones (completed or missed), resources expended, evaluating the status of issues and identifying any actions needed to meet deadlines. The County Project Manager will document items discussed and distribute the minutes to designated team members.

Dominion's Project Manager is the key project person, identifying the level and allocation of specific resources for the Project. County reserves the right to request a change in Contractor's representation if, at County's sole discretion, assigned personnel are not adequately satisfying County requirements. Dominion's Project Manager will be the primary contact for all project change requests.

2.2. Phase II

Phase II of Project Management will continue through the remainder of the Agreement. After the completion of Phase I, a Customer Relations Manager will work directly with County (both on and off site), but will have other responsibilities outside of the Agreement. In addition, account management and technical phone support shall be available through the contract term at no additional costs.

In the event County decides it requires additional election programming, product specialist, or other support beyond what is described in phase I of this section and Exhibit A, County shall have the option to purchase additional services at the prices identified in Exhibit C. Contractor reserves the right to amend Exhibit C throughout the agreement term, however, any increase in pricing will be based on changes in the Consumer Price Index. Services described in Exhibit C (or modified equivalent services) shall be available throughout the Agreement term.

3. Implementation Plan and Schedule

Dominion's Project Manager and County Project Manager shall provide an Implementation Plan specifying the details for all tasks necessary to successfully complete the project, working cooperatively to set hard and soft deadlines. Each task identified will include a start and end date and the responsible parties involved. The detailed Implementation Plan will include, but will not be limited to, product delivery with implementation; Acceptance Testing Plan; System Readiness Plan; a Training Plan specifying training dates and curriculum to parties requiring training; as well as a

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Communication Plan. Please see a draft Implementation Plan attached hereto as Exhibit A-1.

The draft Implementation Plan developed for this Agreement represents the sample based upon initial discussions with County. Upon execution of the Agreement, the Parties shall develop an initial implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

During Phase I, the Dominion Project Manager is on-site and available to provide an immediate response to general project related inquiries. For technical matters, the following table represents the response times to be expected:

Phase	Type of Support	Initial Response	Estimation Response	Resolution
Outside an election period	On-site, telephone, and video.	Up to one business day.	Up to 2 business days	Up to 10 to 15 business days.
During creation of the election and ballots	On-site and telephone.	Up to next business day.	Up to next business day	Up to 2 business days.
From mailing of ballots to election day (45 days preceding election day)	On-site and telephone.	Up to 12 hours.	Up to next business day	Up to 2 business days.
On election day	On-site	Immediate	60 minutes	Within 1 hour.
From election day until election is certified	If required, on-site.	Up to 6 hours.	Up to next business day	Up to 1 business day.
During a recount	If required, on-site.	Up to 6 hours.	Up to next business day	Up to 1 business day.

4. System Transition Review

The initial transition meetings between Contractor and County will review current County processes and provide information to County on the overall system, related configurations, ballots, reporting, etc. Transition meetings will include, but not be limited to the following:

- Ballot Templates. Used to create specific ballot designs for different election content including headers, ballot target positioning, contest and candidate width and height, County logos, instructional information, etc.
- Reporting. Includes a full review of County's existing reporting requirements, as well as output to provide a comparison to the new system's analogous reporting functionality.

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- California Use Procedures. Review of the California Use Procedures for the Dominion System including Contractor's summary documentation.
- Configurable System Settings. The Dominion system has a number of optional system settings which are prescribed in the California Use Procedures. This portion will describe each setting and the effects of the current configuration on the election.
- Ambiguous Zone Thresholds. When a ballot is fed into an ICC, a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds, this is known as the ambiguous zone.
- Ballot Printing. Shall include a review of the requirements of ballot certification in California, provide a list of all current certified printers and discuss the importance of paper sourcing as well as other variables.
- EIMS Integration. Shall include a description of the Dominion Election Data Translator and it's compatibility with County's current DFM EIMS "Dominion" export. In addition, this discussion will include some of the items which will need to be modified as part of the import process.

5. Acceptance and Readiness Testing

Pursuant to the California Use Procedures (in effect at the time of Acceptance Testing) for the Dominion Democracy Suite® System (<http://votingsystems.cdn.sos.ca.gov/dominion-voting/dem-suite-use-procedures.pdf>), County is required to conduct both Acceptance Testing and System Readiness Testing. The process outlined in Chapters 3 and 4 California Use Procedures identify the tests necessary to demonstrate compliance with the requirements of the California State Voting Systems Certification and County requirements. The Parties may augment, to the extent permitted by state law, the testing procedures, but County must, at minimum, complete the steps in the California Use Procedures. In the event that there is a conflict between the proposed new testing procedures and the California Use Procedures, the California Use Procedures shall govern. In support of Acceptance and System Readiness Testing Dominion shall provide to County:

- The Acceptance Testing and System Readiness Testing election databases.
- All completed Ballot pdfs (County shall be responsible for printing ballots through their certified ballot printer).
- On-site technical support.

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- All required manuals and documentation.
- All required forms and Testing Log Sheets.

5.1. General Acceptance Testing Terms

Dominion Software or Dominion Hardware. Throughout the term of the Agreement, after delivery of Dominion Software or Dominion Hardware, County will conduct acceptance testing of such components. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after installation.

Rejection. If defects are uncovered during testing that result in an unsuccessful test, the affected system component(s) will be rejected and County will send a notice to Contractor indicating the issues and reason for rejection. Upon receipt of notice, Contractor will have fifteen (15) business days to repair or replace the affected system component(s).

5.2. Dominion ICX BMD Acceptance Testing

Contractor shall assist County in creating an Acceptance Testing Log Sheet, to be used as a control sheet showing which ICX machines have been received, tested and accepted. This form will be completed individually for each unit, noting any physical damage, and shall contain the results of each test conducted. Any external physical damage shall be reported on the Bill of Lading, provided by the shipper. In the event that County has any shipping problems or discrepancies, County will make the driver aware of any issues, note on the Bill of Lading along with the name and number of the shipper's agent for claim resolution.

County shall provide Contractor with records that identify units that did not successfully pass acceptance testing and will return a copy of any test form for units that failed for any reason.

County will inspect all cartons or packaging for external damage, inspect the outside of the machine and casework for damage and check the Serial Number of the ICX against the Bill of Lading and record on County's receiving form.

The following Acceptance Testing steps are prescribed in the California Use Procedures:

1. Unpack the ImageCast X tabulator unit and place it on an assembled table.
2. Unpack the BMD printer and place on an assembled table next to the ImageCast X.
3. Insert the USB stick with test election data provided with the ImageCast X tabulator unit.

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4. Connect the ATI (Audio Tactile Interface) to the ICX using the USB to RJ-45 cable provided.
5. Plug the power supply into a suitable 120 volt AC power source, and connect the power supply to the ImageCast X device.
6. Open the bottom security door and press the power button. Hold the power button until it lights up green.
7. The ImageCast X will begin the power-up sequence, and the LCD will display a number of messages at each stage of the sequence.
8. If ICX app is not opened by default after a power up, swipe to enter into the menu and open ICX application. The ICX application will prompt for the Smart Card to be applied to the Smart Card Reader.
9. Insert the Tech Smart Card into the Smart Card Reader. Wait for the login screen to appear.
10. On the Authorization screen, enter a valid PIN in order to log in. In the event that the PIN is incorrect, the screen will clear the text and provide a new opportunity to enter the correct PIN. After 8 attempts, the Smart Card will lock and you will have to obtain a new Smart Card.
11. The user is presented with Technical Administration screen.
12. Once logged in, confirm or modify the date and time.
13. Plug in the USB stick with election data into an available USB port.
14. Select the load settings button on Technical Administration page to get the prompt with the election data on the USB.
15. Copy the election files (.dat) onto the device. Wait until the election files are copied.
16. Remove the USB stick with election data.
17. Navigate to "Android Settings."
18. Select "Battery."
19. Check that the battery is 100% Full and that it is not discharging (meaning the unit is running on AC power).
20. Remove the Tech Smart Card.
21. Insert the Poll Worker Smart Card into the Smart Card Reader. Wait for the login screen appears on the touchscreen.
22. On the Authorization screen, enter a valid PIN in order to log in. In the event that the PIN is incorrect, the screen will clear the text and provide a new opportunity to enter the correct PIN. After 8 attempts, the Smart Card will lock and you will have to obtain a new Smart Card.
23. Wait for the election files to decrypt.
24. Make sure the required tabulator is present in the tabulator list.

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25. In addition to the steps described above, the ICX unit has multiple procedures available for polling place verification:
 - a. The election's identification data available on-screen.
 - i. The information is available as part of the "Ballot info" screen shown to every voter after successful ballot activation.
 - b. Identification of the unit available on-screen only.
 - i. Log in as Technician - See steps 8 and 9 in ImageCast X Acceptance Testing.
 - ii. From "Settings" section, select the button "Hardware Details."
 - iii. ICX device details are shown as part of "ICX Device" section.
 - iv. To exit the menu, select "OK" button.
 - v. Remove the Technician card.

5.3. Dominion ICC Acceptance Testing

Contractor shall assist County in creating an Acceptance Testing Log Sheet, to be used as a control sheet showing which ICC system have been received, tested and accepted. Acceptance testing for the ICC scanner is simply a matter of confirming that the physical and electromechanical components are functioning properly and have not been damaged during transport, and that certain internal parameters have been programmed correctly. Performing this test will ensure the integrity of the installed firmware within the voting machines.

The following Acceptance Testing steps are prescribed in the California Use Procedures:

1. Unpack the ICC scanner and place it on the desired workstation surface.
2. Attach the cabling from the scanner to the PC workstation.
3. Plug the scanner and the PC workstation into a suitable 120V AC power source.
4. Power up the scanner and PC workstation.
5. Insert the memory card into the memory card port.
6. Log onto the computer.
7. Run the ICC application from the computer.
8. Insert the iButton security key and enter the passcode. The application will verify the iButton security key against the election files in the memory card port. Errors at this point indicate that the iButton security key has not been programmed correctly, and a replacement key may need to be ordered. Otherwise, the application will commence internal diagnostics testing before going into User's Mode.

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9. If the ICC profile has been provided, and the settings match, then there is no need to re-create or re-save the profile. Simply use the one provided.

5.4. Dominion EMS Acceptance Testing

Contractor shall provide on-site technical support for EMS system installation, configuration and Acceptance Testing. The following Acceptance Testing steps are prescribed in the California Use Procedures:

Pre-Voting Phase

1. Open the EMS Election Event Designer application
2. Create the Election Project
3. Open the Project
4. Set the Ballot Style and Ballot Style Parameters
5. Define District Types
6. Define the District
7. Define the Precincts and associate Precinct to Districts
8. Create Political Party
9. Create Office, Define Office Settings, and Associate Elector Group Types to Offices, set Rotations
10. Import District Rotations
11. Create Contest, Override Office/Contest Settings
12. Define Choice to Contest, Associate Political Parties to Choice
13. Import Template Keywords
14. Define Ballot Manifestation
15. Preview Ballot Types
16. Preview Ballot Manifestation
17. Create Ballot Header
18. Create Contest Headings
19. Create Proofing Ballots
20. Create (Official) Ballots
21. Creating Polling Places
22. Define Tabulators, Assign Polling Places to Tabulators, Assign Precinct to Tabulators
23. Import DCF/MBS Files
24. Define Configuration Files
25. Associate Configuration File to Tabulator
26. Generate Election Files

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- 27. Program Memory Card
- 28. Program iButton Security Key
- 29. Create EMS Results Tally & Reporting User

Post-Voting Phase

- 1. Open the EMS Election Event Designer application
- 2. Open Project
- 3. Login
- 4. Load Result Files
- 5. Load Result Images
- 6. Load Log file
- 7. List all result Files
- 8. Select Results Files
- 9. Preview Result Files
- 10. Validate and Publish Result Files
- 11. Create Reports

5.5. System Readiness Testing

Upon completing the component accepting testing, County will conduct System Readiness Testing at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after the completion of component acceptance testing. System Readiness Testing consists of end to end system test that helps to ensure that the system has been configured properly and that all parts of it function correctly.

The test consists of pre-voting, voting and post-voting phases. Pre-voting phase consists of restoring and, if necessary, modifying the election project to be used for Readiness Testing as well as preparing all other necessary material for testing such as iButtons, Security Keys, test decks etc. Voting phase consists of scanning the test decks on all physical tabulators and post-voting involves loading results and analyzing the reports. System Readiness Testing Procedures are outlined in Chapter 4 of the California Use Procedures. As with Acceptance Testing, Contractor shall provide on-site assistance to County in creating the Readiness Testing election, support infrastructure and forms.

6. Printing Facilities Certification

Contractor shall provide the following services related to ballot printer certification consistent with the laws and regulations of California including California Code of Regulations Title II, Division 7, Chapter 4. Ballot Printing:

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- 6.1. Provide technical specification requirements for printer certification.
- 6.2. Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.
- 6.3. The certified printing facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Contractor, such paper manufacturer having met Contractor's technical paper specifications.

7. **Training**

Contractor's training shall focus on providing the election administration staff the necessary knowledge, as determined by the Project Management Team, and as outlined in sections 7.1 through 7.3, for successful implementation and effective operation of the voting system. Contractor's training shall be tailored, using various formats, implementing adult learning principles, and proper course pacing. Training customization begins with tailoring the courses to a specific jurisdiction's needs. Contractor's training courses cover hardware and software system operations, pollworker train the trainer and voter outreach. Contractor will provide training on and off-site, and coordinate all scheduling with County.

Training is the primary tool for organizational change integration. The voting system solution will require all levels of election staff and poll workers to learn a new suite of hardware, software, and procedures. Contractor's training materials (documents, presentation, guides, reference cards, web resources, and self-paced learning) all contribute to integrating the new solution into the day-to-day routine of the organization.

Contractor shall prepare training materials including training manuals, website training videos (please see sample of previous implementation at <https://www.youtube.com/playlist?list=PLsiDPMsLSeoA-0np94JYdI63QwDxn4-gS> , and technical reference manuals. Training and curriculum particular to the resources, staff, and needs of County will be developed as part of the implementation meetings.

7.1. **Staff Training Outline**

- System
 - All system software and hardware components supplied by Contractor (proprietary and COTS)
 - ImageCast Central
 - MBP Printers
 - ImageCast X BMD
 - ImageCast Remote: UOCAVA /RAVBM
 - Rank Choice Voting

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- Election Night Reporting
- Courses type, (executive, administrative, super user, user, County Technician)
 - Executive
 - Key reports and what the reports mean
 - Administrative / Super User
 - Ability to troubleshoot software
 - Reporting
 - Hands on Training
 - Reporting for Admin / super user
 - Basic User
 - Hands on Training
 - County technician
 - Repair and replacement
 - Hands On training
 - Report training understanding for County Technician
- Video Training / tutorials

7.2. Poll Worker Training

Contractor will work with County in developing a Poll Worker Training. Content will include Election Day procedures and how to handle special voting situations that may arise. Such a change in voting systems requires a change in polling place forms and procedures and as such, Contractor will provide manuals from previous implementations and will assist in redesigning manuals and procedures accordingly.

In addition, Contractor will assist in the development of Poll Worker literature and training videos. An instruction manual will be provided in the Training the Trainer Program. Contractor shall observe County's initial Poll Worker Training and provide any necessary feedback on both documentation and presentation.

7.3. Training Curriculums

The following are sample training curriculums. The number of attendees is not a limitation, but a suggestion in order to provide the best hands-on training.

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
ICX Operator Training	Basic User	This course provides an introduction to the Dominion Voting hardware. Topics include: • Setup of the Equipment • Basic security protocols, including safeguards to prevent and detect tampering • Opening Polls • Handling Voting Sessions • Accessible Voting • Assisting Voters with Special Needs • Closing Polls • Managing the Polling Place	.5 Days	10 per class
ICC Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course provides an introduction to the Dominion Voting hardware. Topics include: • System setup, configuration & scan options • Security • Opening Polls • Scanning ballots and batch management • Closing Polls • Troubleshooting • Acceptance Testing • Performing L&A	5 Days	5 per class
Senior EMS User Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation • Importing from DIMS • Creating and editing offices and	5 days	5 per class

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		contests • Creating and editing ballot layout • Creating and editing screen content • Programming voting devices / central count scanners • Creating audio files for accessible voting • Editing synthesized audio • Importing custom audio • Zero reports • Adjudication setup • Adjudication Use (Administrator, User) • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR and ADJ) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		
Results Tally and Reporting Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation • Zero reports • Adjudication setup • Validating, Publishing and	5 Days	5 per class

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		
ImageCast Adjudication Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course provides an introduction to ImageCast Adjudication. Sample topics include: • Overview • Turning on system • Application Navigation • Setting up the application • Application overview ○ Administrator ○ General user • Adjudicating ballots • Administering adjudicated ballots • Reporting • Closing/exiting application • Troubleshooting	.5 Days	15 per class

8. Election Setup

8.1. Election Definition

Contractor's Democracy Suite Election Management System shall have the capability of importing election data from County's DFM election database to generate ballot layout used to conduct an election. Contractor shall provide election definition services for the duration as specified in Exhibit C. In the event County requests additional election definition services from Contractor,

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Contractor shall provide those services according to the prices identified in Exhibit C.

County shall review and approve or identify issues in all Contractor deliverables, with particular attention to ballot proofs and audio files. In the event County discovers an issue, it shall provide written notice to Contractor following the discovery of any issue and Contractor shall rectify the issue within 24-hours at no additional cost to County. In the event County approves the final ballot proofs and audio files and subsequent to such approval, requests that a change be made to the deliverable, Contractor may provide the change according to the service pricing identified in Exhibit C.

8.2. Ballot Layout

Contractor's Ballot Layout/Generation System will support English in both written and audio format; and, have the ability to add new languages.

Contractor's System has the ability to import data in all languages via direct importation to appropriate files or cut and paste. County shall be able to edit all ballot layout files in all languages.

Contractor's System will create all ballots, (precinct, vote center, vote by mail, and audio) from a single Election Management System. Contractor's Ballot Layout/Generation System must have audio capability utilizing human voice recordings as well as voice simulation program.

Contractor's Democracy Suite election management system supports single input of customer profile data such as voting locations, precincts, political subdivisions, offices, parties and machines; use this data to simultaneously manage multiple elections by multiple users.

Contractor will work with County and the certified printer used by County to create a simple method of transferring ballot information to the printer for production.

Contractor has the ability to import the candidate/contest information directly from the DFM Election Information Management System and create the vote by mail ballot, and precinct ballot from the same imported file. Contractor's System shall be capable of importing audio and text files (all languages).

The EMS must generate full-sized press-ready ballots in industry standard PDF format. The EMS must have options to control fonts, line weights, the number of columns, multiple languages, multi-card or double-sided, portrait-style, and colored headers. The ballot is 8.5" wide and can vary between 11"-22" in length.

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The System shall have the ability to handle characters (such as solid diamond) placed before a candidate's name, without interfering with the randomized alphabet or rotation.

8.3. Pre-Election Logic and Accuracy Test

On completion of election definition and ballot layout, the ballots are generated. Ballot proofs and electronic ballot image files are generated and provided to County. County carefully reviews each ballot. When County is satisfied that the ballots are correct, they initial each ballot, and when they are satisfied that all ballots, audio and reports are correct, they sign-off on their accuracy, and the image files are provided to the printer.

Ballot printing and distribution are the responsibility of the certified printer and County. Contractor will provide a recommended ballot inspection process that should be followed to ensure that all ballots produced are of sufficient quality. The receipt of test ballots from the certified ballot printer is the milestone that triggers the beginning of Pre-Election Logic and Accuracy Testing ("Pre-LAT"), a simulation of the voting process under which the System will operate.

Election files are transferred from the EMS to memory cards and USB Sticks which are created for each ICX ballot marking devices and the ICC system. After loading the election files onto the units, Pre-LAT must be performed on all System components before deployment.

With a paper-based tabulation system, Pre-LAT is performed on the ImageCast X BMD and ImageCast Central tabulators though the use of ballot test decks, rather than simulation scripts. Generally, the Pre-LAT procedure involves programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer generated) test decks through each tabulator. This provides verification of both the quality of the printed ballots as well as the correctness of each tabulator's programming. After test decks have been scanned and the results report tapes have been verified, test results may be uploaded directly to the EMS Server using EMS Results Tally and Reporting. This results transfer test verifies that all parameters for each tabulator have been correctly configured.

County officials will conduct Pre-LAT, using processes, procedures, and support provided by Contractor. Contractor's project team will be available throughout the Pre-LAT process available to assist.

9. Results, Tally and Reporting

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Contractor's ICX, & ICC system shall use the same results, tally and reporting system, meaning one election database for the entire system.

The Results Tally and Reporting module enables election officials to use election data and report in styles and formats required by the Secretary of State.

The Results Tally & Reporting module of the EMS shall provide reports with customizable queries, including the reporting of partial election returns throughout Election night, final unofficial election returns, and Canvass reports.

The EMS system supports multiple reports formats for export including Excel, PDF, JSON and xml. Results Tally & Reporting features a one-click .csv export that can be transferred to the Secretary of State for reporting. The CVR (Cast Vote Record) report is exported using JSON format. This report includes the original and adjudicated records for each mark, for every ballot in the election. In addition, the system is capable of providing cast vote record data to support County's "vote for N" post-election external reporting requirements.

9.1. Adjudication

Adjudication is the digital tool which allows for efficient and reliable multi-user adjudication of ballots with customer-defined out-stack conditions. The module allows one or more teams to review out-stacked ballot images as they are being scanned by the ICC. County shall utilize multiple Adjudication stations to allow for an expanded capacity to review ballots.

The County/State defines which out-stack conditions should be reviewed in Adjudication, including blank ballots, overvotes, undervotes, marginal marks, and write-ins.

Each ballot scanned by the system is appended with an AuditMark. When a ballot is adjudicated, a log is created and an Adjudication AuditMark is securely appended to the original image with the original AuditMark. Anyone reviewing the ballots will be able to see how the voter marked their ballot, how the scanner interpreted the intent, and how the ballot was adjudicated. The Adjudication module allows review teams to resolve voter intent on a ballot-by-ballot basis on-screen and send the results directly to tally, thus eliminating the additional costs, time and resources associated with duplicating and re-scanning ballots.

9.2. Marginal Marks

When a ballot is fed into an ImageCast® tabulator a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If

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a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds (known as the "ambiguous zone"), it will be deemed as a marginal mark and the ballot will be returned to the voter (in precinct voting) or sent to Adjudication (for central count) for corrective action.

9.3. AuditMark

Contractor's AuditMark technology will allow County to provide greater transparency in the electoral process. Every ballot in the election is imaged and appended with Contractor's patented AuditMark, a record of how the system interpreted the voter's intent. The system captures a full ballot image, including a clear image of all text, ballot identifiers, contests, candidates and voter markings, as well as the AuditMark.

When scanned on the ICC, the ballot's AuditMark also includes a notation showing which batch the ballot belongs to and when it was scanned, making auditing by batch simpler and more efficient. Each image is labeled with the tabulator, batch and sequence number within the batch which corresponds to the physical ballot in the stack.

The AuditMark is the only technology that provides a clear and fully auditable single vote cast record for every ballot cast. This ballot-level audit trail allows election officials and other stakeholders to review not only the ballot images, but also the tabulator's interpretation of each ballot. Democracy Suite shall produce cast vote record data which can be used by County to perform risk limiting audits.

10. Post Election

Canvass - Contractor will assist County in creating procedures for the conduct of the canvass and any necessary recounts. The system shall provide canvass reports including, but not limited to Interim, Semi-Final Official, Final Official, and the Statement of Vote reports. Contractor will be available to assist County's staff in the conduct of the canvass and for any recounts through the 2019 Election Cycle. Contractor shall provide sample procedures and recommendations for County's canvass process.

One Percent Manual Tally - Contractor will assist County in creating procedures for a 1% manual tally.

Recount - The system must be able to provide for a manual recount process that would utilize either the physical ballot or ballot image with AuditMark, Cast Vote Record and EMS SOV reports. Dominion will assist the County in creating procedures for a recount.

11. Warehouse Logistics Planning

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Contractor will assist County in planning the necessary upgrades and modifications needed for the storage and processing of the voting equipment. Contractor shall provide a written list of all tools, equipment, transportation carts, electrical requirements for outlets, and any other Dominion items, which are required to deploy the system.

12. Removal of County's Existing Elections Equipment

Contractor will assist County in planning the necessary removal of existing elections equipment and provide all removal services should County request that assistance. The cost for removal will be shared with County.

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EXHIBIT A-1: SAMPLE IMPLEMENTATION SCHEDULE

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Task Name	Duration	Start	Finish	Resource Names
Sonoma County 2019 March Election & New Implementation Project	82 days	Thu 12/6/18	Thu 4/4/19	
Team Meetings	1 day	Thu 12/6/18	Thu 12/6/18	County,DVS
Kick-off Meeting with County and Team Meetings Begin	1 day	Thu 12/6/18	Thu 12/6/18	County,DVS
Transition Planning Items	35 days	Fri 12/7/18	Mon 1/28/19	County,DVS
Computer Room (Set-up, security) - Dominion				
Technical Lead and County IT staff work through any pre-installation preparation questions/prep work.	1 day	Fri 12/7/18	Fri 12/7/18	County,DVS
Review warehouse Facilities (set-up, security)	1 day	Mon 12/10/18	Mon 12/10/18	County,DVS
Identify Staff participants for Training Classes	1 day	Mon 12/10/18	Mon 12/10/18	County
Review Precinct Supplies (for new equipment)	1 day	Tues 12/11/18	Tues 12/11/18	County,DVS
Review Election Processes for new equipment	5 days	Wed 12/12/18	Tue 12/18/18	County
Develop Pollworker Training Program	7 days	Thu 1/17/19	Mon 1/28/19	County,DVS
Voter Education and Community Outreach Activities	10 days	Mon 1/14/19	Mon 1/28/19	County,DVS
March 2019 Election Project Milestones	61 days	Mon 1/7/19	Thu 4/4/19	County,DVS
Ballot Layout & Design (paper ballot)	5 days	Mon 1/7/19	Fri 1/11/19	

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UOCAVA Ballots mailed for March Election	0 days	Fri 1/18/19	Fri 1/18/19	
Logic and Accuracy Testing (ICC, ICX)	10 days	Mon 1/28/19	Fri 2/8/19	
Processing of vote-by-mail ballots	7 days	Mon 2/25/19	Tue 3/5/19	
Early Voting Period	21 days	Mon 2/4/19	Tue 3/5/19	
Election Day	0 days	Tue 3/5/19	Tue 3/5/19	
Canvass Period	19 days	Wed 3/6/19	Mon 4/1/19	
Customer certifies the election (anticipated date)	0 days	Tue 4/2/19	Tue 4/2/19	
Post-Election Project Debriefing	0 days	Thu 4/4/19	Thu 4/4/19	
Equipment Delivery, Installation, Configuration, Acceptance Training & Testing	21 days	Mon 12/10/18	Tue 1/8/19	County, DVS
D-Suite EMS Delivery, Installation & Configuration-Servers, laptops, ancillary items; Customer Acceptance Training & Testing	5 days	Mon 12/10/18	Fri 12/14/18	
ImageCast Central (ICC) & Adjudication Equipment & components (ie G1130 scanners)--Delivery, Installation, Testing; Customer Acceptance Training & Testing	3 days	Mon 12/17/18	Wed 12/19/18	
Image Cast X Classic (ICX) w/ATI, Printers, Accessories-Delivery, Installation, Testing; Customer Acceptance Training & Testing	10 days	Thu 12/20/18	Thu 1/3/19	
Image Cast Remote Accessible Ballot Delivery- Set-up, Delivery, Install, and Configuration; Customer Acceptance Training & Testing	3 days	Fri 1/4/19	Tue 1/8/19	

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Mobile Ballot Production (MBP) Delivery & Set-up	3 days	Fri 1/4/19	Tue 1/8/19	
System Documentation & Manuals	1 day	Wed 1/2/19	Wed 1/2/19	
D-Suite EMS Set-up & Reporting Use Procedures (Adjudication (ADJ), Automated Test Decks Generator, Ballot Audit & Review Module, Election Night Reporting)	1 day	Wed 1/2/19	Wed 1/2/19	
Mail Ballot Production (MBP) System Use & Administrator Use Procedure Manuals	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast Central (ICC)/Adjudication Administrator & User Procedures	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast X (ICX) Operator Use Procedures & Pollworker Manual	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast Remote Administrator & User Procedures	1 day	Wed 1/2/19	Wed 1/2/19	
System Training (including instructional material)-Actual training dates to be arranged with customer.	10 days	Mon 1/7/19	Fri 1/18/19	County,DVS
Democracy Suite Result, Tally and Reporting	5 days	Mon 1/7/19	Fri 1/11/19	
ICX Operator Training	1 day	Mon 1/14/19	Mon 1/14/19	
ICC Operator Training	1 day	Tue 1/15/19	Tue 1/15/19	
ICC Adjudication Training	1 day	Wed 1/16/19	Wed 1/16/19	
Train The Trainer: Poll worker	2 days	Thu 1/17/19	Fri 1/18/19	
Election Activities	61 days	Mon 1/7/19	Thu 4/4/19	
Ballot Production/Creation	9 days	Mon 1/7/19	Thu 1/17/19	County,DVS

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EED Programming & Ballot Creation (For Paper Ballots)--Actual Date TBD	5 days	Mon 1/7/19	Fri 1/11/19	
Customer sends ballot files to print vendor	1 day	Mon 1/14/19	Mon 1/14/19	
Creation of Screen & Audio Ballots for ICX	3 days	Tue 1/15/19	Thu 1/17/19	
Logic and Accuracy Testing--Actual Date TBD w/customer	10 days	Mon 1/28/19	Fri 2/8/19	County,DVS
Vote-By-Mail Ballot (VBM) Processing	12 days	Mon 2/18/19	Tue 3/5/19	
County prepares ballots for VBM ballot processing activities	5 days	Mon 2/18/19	Fri 2/22/19	
Processing of vote-by-mail ballots occurs through E-day	7 days	Mon 2/25/19	Tue 3/5/19	
Delivery & Retrieval of Equipment & Supplies (Polling Places)	13 days	Mon 2/25/19	Wed 3/13/19	County,DVS
Delivery of voting equipment & supplies to polling locations	6 days	Mon 2/25/19	Mon 3/4/19	
Retrieval of voting equipment & supplies to polling locations	6 days	Wed 3/6/19	Wed 3/13/19	
ELECTION DAY	0 days	Tue 3/5/19	Tue 3/5/19	County,DVS
Post-Election Activities	21 days	Wed 3/6/19	Thu 4/4/19	County
Canvass Period	18 days	Wed 3/6/19	Fri 3/29/19	
Ballot Counting & Adjudication	18 days	Wed 3/6/19	Fri 3/29/19	
Customer certifies the election (anticipated date)	0 days	Tue 4/2/19	Tue 4/2/19	
Post-Election Project Debriefing (Date TBD)	0 days	Thu 4/4/19	Thu 4/4/19	County,DVS

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EXHIBIT A-2 PRODUCT DESCRIPTION

1. **ImageCast® Central Scanners** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is 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 components:
 - a. Canon DR-G1130 high speed document scanner.
 - b. All-in-One Desktop Workstation with pre-loaded software and monitor.
 - c. One (1) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
2. **Central Scanner Software** This Agreement includes software licenses for the ImageCast® Central software pursuant to the Software license terms attached as Exhibit B.
3. **ImageCast® X Ballot Marking Device (BMD)** The ImageCast® ICX BMD is a commercial off-the-shelf Android tablet connected to a commercial off-the-shelf printer. The ICX BMD is fully integrated into the Democracy Suite platform and features the latest advancements in touchscreen voting technology. The ImageCast X BMD has an intuitive 21" touchscreen interface with various features for accessibility, and connects to a printer that prints the voter's choice summary ballot directly in the voting booth. Once the choice summary ballot is printed, it can be returned to the central office for tabulation on the ImageCast Central system. The ImageCast® ICX BMD kit includes the following components
 - a. ICX Firmware
 - b. 21 inch Tablet
 - c. ATI Accessible Voting Kit for ICX USB
 - d. ICX Pollworker Smartcard, ICX Technician Smartcards and Printer.
4. **Democracy Suite EMS Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:
 - a. Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election

SONOMA COUNTY
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project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- i. 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"
 - ii. Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.
 - b. Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results
 - c. ImageCast® Adjudication Application is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots.
5. **EMS System Hardware** Dominion will provide the following for EMS System hardware required for operating the Democracy Suite Software system:
- a. EMS Servers
 - b. EMS workstations
 - c. Adjudication workstations
 - d. Compact Flash Reader/Writers used to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite
 - e. iButton Reader/Writers used to transfer security and election information to the iButtons for use with the ICE and ICC
 - f. Dell Switch 24 port
 - g. Network Cables CAT6 UTP Patch Cables (12 Units)
 - h. SQL Server License for defined System configuration
 - i. EMS Report Printers P1260dn
 - j. Synthesize Speech License Multiple Languages
 - k. Smart UPS 1500
 - l. 24" Computer Monitors

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and County to which it is attached.

1. **Definitions.** Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means County, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software.

1.5. "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 Licensor.

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. License Terms.

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the 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.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

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

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

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. 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 Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the 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 Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to the Software License fee, on a pro-rata basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

3. Payment. In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit C of the Agreement.

4. Upgrades and Certification. During the Term, Licensors may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensors, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensors shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensors shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensors:

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

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

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

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

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

7. Warranties. The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

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

7.3 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR 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 A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
 - 1.1. "Derivative Works" means any work that is based upon or derived from the Licensor'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 the Licensor.
2. **Print Copyright License and Use.**
 - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A. Without limiting the generality of the foregoing, Licensor and Licensee acknowledge and agree that Licensee is a public entity subject to the California Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*). Nothing in this Schedule A shall be construed to limit or prohibit Licensee from producing Materials in response to a request under the California Public Records Act. Licensee's obligations to disclose Materials under the California Public Records Act shall survive termination of this Agreement.
 - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee 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 the Licensor, 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 the Licensor. Notwithstanding the foregoing, termination of this Agreement shall not be construed to limit or prohibit Licensee from printing, reproducing, distributing, or otherwise copying Materials to fulfill any statutory obligation or request from the State or to respond to any formal litigation or subpoena requiring the disclosure or production of such Materials.

3. No Copyright Warranties. EXCEPT AS SET FORTH HEREIN, LICENSOR 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.

EXHIBIT C**PRICING SUMMARY AND DELIVERABLES DESCRIPTION****1. Pricing/Payment Summary and Descriptions for Managed Services**

1.1 Pricing Summary. The total annual managed service contract pricing shall equal \$194,874.25/year for a total of eight (8) years. The total annual rental pricing shall equal \$106,250.00/year for a total of three (3) years. County has an option to renew the rental on an annual basis for additional two years (2022 and 2023). County shall provide sixty (60) days prior written notice of its intent to renew the rental portion of this Agreement.

1.2 Payment Summary. The following is the invoicing schedule for County's annual payments. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. All invoices (Managed Services and rental) will be issued on January 1st of the corresponding year.

	Year 1	Year 2	Year 3	Year 4
Description	2019	2020	2021	2022
Managed Service	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25
Rental - Optional year 4 & 5	\$106,250.00	\$106,250.00	\$106,250.00	
Discount	(\$6,000.00)			
Estimated Taxes	\$22,400.87	\$22,400.87	\$22,400.87	\$14,166.50
Total	\$317,525.12	\$323,525.12	\$323,525.12	\$ 209,040.75

	Year 5	Year 6	Year 7	Year 8
Description	2023	2024	2025	2026
Managed Service	\$194,874.25	\$194,874.25	\$194,874.25	\$194,874.25
Rental – Optional year 4 & 5				
Estimated Taxes	\$14,166.50	\$14,166.50	\$14,166.50	\$14,166.50
Total	\$209,040.75	\$209,040.75	\$209,040.75	\$ 209,040.75

Sub-Total Managed Service	\$1,558,994.00
Sub-Total Rental	\$318,750.00
Sub-Total Discount	(\$6,000.00)
Sub-Total Estimated Taxes	\$138,035.11
Total	\$2,009,779.11

2. System Description – Quantity of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central Kit: Canon DR-G1130 high speed document scanner includes: ImageCast Central Software, Dell OptiPlex 7440 All-in-One, iButton programmer and key, cables	6
In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	100
ICX VA (Voter Activation Station) Kit includes: Dell Laptop, ICX Activation software, Smart Card Reader/Writer	100
ICX Transport Bag Set	100
ImageCast X Voting Booth	100
ICX Poll worker Smartcard	100
ICX Technician Smartcard	20
ATI Accessible Voting Kit for ICX USB	100
8GB USB Flash Drive	25
UPS SMT 1500 980 watts, input 120 output 120volts, interface DD-9RS-232	100
Mobile Ballot Printing Kit Oki Data C712 includes: MBP printer, dell laptop, cables	2
Mobile Ballot Printing Kit Oki Data C931E includes: MBP printer, dell laptop, cables	0
Democracy Suite Election Management System Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	3
EMS Client Workstation Configuration Kit	3
Adjudication Workstation Kit	4
EMS Report Printer	2
Reformatting Station Kit	1
Democracy Suite Software	
Democracy Suite (EMS) Light Level 5 (125K - 250K)	1
ICC Adjudication Application - Level 5 (125K - 250K)	1
Mobile Ballot Printing Level 5 (125K - 250K)	1
ImageCast Remote UOCAVA / RAVBM Level 5 (125K - 250K)	1
Support Services	Days
Implementation	
Project Management	30
Training	
System Acceptance Testing Training	3

Democracy Suite Result, Tally and Reporting	5
ICX Operator Training	1
ICC Operator Training	1
ICC Adjudication Training	1
Train The Trainer: Poll worker	2
Licenses	
Democracy Suite (EMS) System Software - Light	1
ICC Adjudication Application	1
Mobile Ballot Printing	1
ImageCast Remote UOCAVA / RAVBM	1
ICC Firmware License - G1130	6
ICX - BMD (21 inch) Firmware License	100
Warranty and Maintenance	
ImageCast Central Kit: Canon DR-G1130	6
ICX - BMD (21 inch)	100
Rental of In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	125
ICX VA (Voter Activation Station) Kit includes: Dell Laptop, ICX Activation software, Smart Card Reader/Writer	125
ICX Transport Bag Set	125
ImageCast X Voting Booth	125
ICX Poll worker Smartcard	350
ATI Accessible Voting Kit for ICX USB	125
UPS SMT 1500 980 watts, input 120 output 120volts, interface DD-9RS-232	125

3. Detailed Deliverables Description

3.1 **ImageCast® Central Scanner (ICC).** Contractor shall provide the ImageCast® Central Scanner for use by County. The ImageCast® Central Scanner is 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 components:

- 3.1.1 Canon DR-G1130 high speed document scanner.
- 3.1.2 ImageCast® Central Software including third party Twain software.
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software.
- 3.1.4 iButton Security Key.
- 3.1.5 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.

3.2 **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

3.2.1 AuditMark®. For each ballot that is 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.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1 **ImageCast® X ("ICX").**

3.1.1 Application: ImageCast X 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.

3.1.2 Components: ImageCast X BMD is composed of a 21" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable, 5 smart cards, and 8GB flash drive.

3.2 **Democracy Suite Light Software** consists of the following components

3.2.1 Election File and iButton Creation County is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.

3.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.3 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.

3.4 **Mobile Ballot Printing** is an application used to search, preview and print ballots via

a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

- 3.5 ***ImageCast Remote Voting UOCAVA/RAVBM System*** offers a secure and efficient means for overseas and military voters, as well as voters with disabilities to receive, mark, print and return their ballot to their local elections office. The ImageCast Remote UOCAVA/RAVBM system ensures the security and transparency of the balloting process while preserving the privacy of UOCAVA voters and voters with disabilities. The ImageCast Remote UOCAVA/RAVBM system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote UOCAVA/RAVBM voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system.
- 3.6 ***Implementation Services and Training.*** Contractor will provide the following training as described herein.
- 3.6.1 **Project Management Support.** Contractor will provide project management support to oversee the general operations of the project through the Agreement Term. 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 Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.
- 3.6.2 **ImageCast® X** – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.6.3 **ImageCast® ICC** – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.6.4 **EMS Server Installation, Configuration & Testing.** Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.6.5 **Democracy Suite® EMS System**– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.
- 3.6.6 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.6.7 **Pollworker Train the Trainer** – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.

- 3.6.8 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for 2 Elections.
- 3.7 ***Election Ballot Definition Setup.*** Contractor shall provide election setup services and support for the election database creation and ballot review for 10 Elections during the term. County will identify which 10 elections. Any additional elections will be charged at the then current rate, with a minimum ballot setup fee of \$3,500 per election. Ballot definition services will be provided in English only. Additional languages will be charged at the then current rate. Ballot setup includes the following: Democracy Suite Election project creation, delivery of .pdf artwork for ballot types, creation of audio setup for audio voting using a synthesizer and the creation of test deck files in .pdf format. Any outside recording charges would be at the County's expense.
- 3.8 ***Travel and Expenses included.*** All costs of Contractor's transportation, lodging and meal expenses are included during the Agreement Term.
- 3.9 ***Ongoing telephone support.*** Telephone support shall be available for County during the Term of the Agreement at no additional costs.
- 3.10 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current Contractor list price.

Exhibit D

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$2,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the

claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Voting System.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 585 Fiscal Drive, Room 104, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.