

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this 4th day of JUNE, 2019, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Dominion Voting Systems, Inc., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: Democracy Suite 5.2 Voting System ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$810,198.27 outright purchase and \$124,397.00 annually for license and warranty fees, including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on 6-4-19 and shall continue until terminated by one or both parties, but in no event may Contractor terminate this Contract earlier than December 31, 2022. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors

The Contractor shall maintain a commercial general liability insurance policy with limits not less than \$2,000,000 per occurrence (\$4,000,000 aggregate). The County, its officers, officials, employees, and volunteers are to be covered as additional insured on the Commercial General Liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, with limits of not less than \$1,000,000 per accident for bodily injury property damage.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. Contractor must also carry Employers' Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance appropriate to the Contractor's profession.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Contractor's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grant Entity a waiver of any right to subrogation which an insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The County reserves the right to modify these requirements, including limits and type of coverage, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. DELIVERABLES LICENSE AND OWNERSHIP OF DATA:

Contractor hereby grants to County a royalty-free, non-assignable, non-transferrable license to use any and all tangible or intangible goods or services intended to be delivered to County and identified in Exhibit A ("the Deliverables") for internal uses only ("the Deliverables License") for the full term of this Contract. Notwithstanding anything to the contrary herein, any

and all pre-existing intellectual property of Contractor existing as of the commencement of the term of this Contract, and/or developed or enhanced subsequently whether independently or in the performance of the services hereunder shall be owned by Contractor subject to the Deliverables License. The specifics of this are discussed in greater detail in Exhibit C Software License/Warranty and Hardware Warranty Terms and Conditions and associated Schedule A, attached hereto and incorporated herein by reference.

As between the Parties, County owns all data, information and other materials submitted to Contractor by County (collectively, "Data"). Such Data shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. County hereby grants to Contractor a non-exclusive and non-transferable license to use and host the Data only to the extent necessary to provide the Services and not for Contractor's own purposes or later use.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving fifteen (15) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. WAIVER:

A failure by a party to this Contract to require full compliance with any requirement or condition of this Contract shall not be deemed to be a waiver of that requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance by County of performance or fulfillment of a requirement or a condition by Contractor, including payment to Contractor by County, shall not be deemed to be a waiver of any preceding breach by Contractor, regardless of County's knowledge of such preceding breach at the time of acceptance.

18. CONFLICT OF INTEREST:

Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Contractor hereby covenants that during the term of this Contract it will not employ any person to administer any portion of this Contract that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

19. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

20. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract, including any claim brought against the County based on Contractor's alleged infringement of any patent, trademark, copyright or other intellectual property rights of any third party. This and all other indemnification provisions will survive this Contract's completion or termination for any reason.

Notwithstanding the foregoing, in no event shall Contractor's liability under this Section 21 exceed the total compensation that Contractor is entitled to receive under this Contract, as specified in Section 4 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 any Claims covered by the insurance maintained by Contractor pursuant to Section 6 herein, nor shall it take in to account any liquidated damages paid out by Contractor under Section 22 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.

22. LIQUIDATED DAMAGES:

By entering into this Contract, Contractor agrees that in the event the Deliverables are delayed beyond the critical milestones specially identified and agreed to in Exhibit A, County will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of \$1,000 per calendar day for each day of delay beyond a scheduled critical milestone is not a penalty but is a reasonable estimate of the loss that County will incur based on the delay, established in light of the circumstances existing at the time this Contract was awarded. County may deduct a sum representing the liquidated damages from any money due to Contractor under this Contract or any other contract between County and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by

County because of Contractor's failure to furnish deliverables or services (defined as critical milestones) to County within the time fixed or such extensions of time permitted in writing by County.

23. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

24. AUTHORITY OF SIGNATORIES:

Any individual executing this Contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

25. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Lynda Roberts, Marin County Registrar of Voters

Dept./Location: Elections Department, Suite 121, 3501 Civic Center Drive, San Rafael, CA 94903

Telephone No.: 415-473-6401

Notices shall be given to Contractor at the following address:

Contractor: Dominion Voting Systems, Inc., Attn.: Contracts Administrator

Address: 1201 18th St., Suite 210 Denver CO 80202

Telephone No.: 720.257.5209

26. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	<u>MR</u>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	<u>MR</u>
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Software License/Warranty and Hardware Warranty Terms and Conditions; Schedule A	<u>MR</u>
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: [Signature]
Name: Michael Frontera
Title: Secretary, Board of Directors

**APPROVED BY
COUNTY OF MARIN:**

By: [Signature]
Kathrin Sears, President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: [Signature] Date: 5/29/2019

Approved as to Form

EXHIBIT "A"
SCOPE OF SERVICES (required)

In this Professional Services Contract (Contract or Agreement), Dominion Voting Systems, Inc. (Dominion) will provide the County of Marin (County) with all voting equipment and technology necessary to conduct elections in County, as well as the election support services that are described in this Scope of Services (SOS) throughout the term of the Agreement.

This SOS describes activities and products related to the Project Management and Implementation Phase of the project as well as the ongoing support also described in the SOS. Project Management and Implementation of the system consists of all activities necessary to fully install the System and to conduct the November 2019 election. Ongoing support includes the services provided by Dominion after the November 2019 election and throughout the term of this Agreement.

Dominion will provide the following throughout the term of the Agreement:

1. Project management responsibilities which includes providing all necessary resources and personnel to fully support the system under this Agreement.
2. Full hardware and software support, including installation, integration, and election setup.
3. Support services for activities and processes occurring throughout an election cycle and between election cycles.
4. Ongoing system maintenance, including parts.
5. Project management and resources to support the County possibly transitioning from elections using polling places to elections using vote centers.

1 Project Team Roles and Responsibilities

1.1 Dominion

a. Project Manager

Dominion will appoint the Dominion Project Manager as its representative through the implementation (as further described below). The Dominion Project Manager shall communicate with the Marin County Registrar of Voters regarding the status of information, milestones, procedures, and progress on the tasks as set out in this Agreement. The Dominion Project Manager will also advise the County upon the occurrence of any event requiring a material change in such plans to discuss obtaining the County's written consent to any such material changes. The Dominion Project Manager will be dedicated to this project and will be on-site as needed to support the County as workflow dictates and will be available commencing with the Effective Date of the Agreement through the completion of the implementation. The Dominion Project Manager will be responsible for timely arranging all meetings, visits, and consultations between the Parties and for all administrative matters such as invoices, payments, and amendments. The Dominion Project Manager will be the primary contact for all project change requests.

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 services, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and the ability to manage detail-oriented projects with fixed deadlines.

b. Product Specialists

Under the direction of the Dominion Product Manager, product specialists will provide technical support throughout Agreement Term. These resources will assist in the installation, operation, repair, and maintenance of the Dominion Hardware and Software.

c. Election Programmers

Marin County will provide election setup services and support for the election database creation and ballot review during the Term, including Democracy Suite Standard project setup, ballot PDF artwork, verification and proofing for each election, audio setup for audio voting using a synthesizer. Any outside recording charges would be at County's expense. Dominion will provide training during the installation phase of the project and ongoing phone support as needed to answer questions throughout the process.

d. Additional Personnel

Dominion will provide personnel as necessary and/or as requested by County for other processes during the implementation such as Acceptance testing, Pre-Logic and Accuracy Testing, Early and Election Day Voting, and Post-Election activities, as further described in this SOS.

e. Changes in Personnel

County reserves the right to request a change in Dominion's representation, including but not limited to any individuals filling those positions listed above as well as those individual filling those positions listed in Section 4 below, if, at County's sole discretion, assigned personnel are not adequately satisfying the County's requirements.

1.2 County

The County shall appoint the County Project Manager, who will be responsible for review, analysis and Acceptance of the Dominion System and the coordination of County personnel, equipment, and facilities.

County Project Manager shall be empowered to make decisions on behalf of County with respect to the work being performed under this SOS including the allocation of required resources.

Primary Contacts

Primary County Contacts
Lynda Roberts REGISTRAR OF VOTERS Email: lroberts@marincounty.org Telephone: (415) 473 6401
Primary Dominion Contacts
Ruth Chavira-Lopez Customer Relations Manager \ Project Manager Email: Ruth.Chavira-Lopez@dominionvoting.com Telephone: (415) 218-9605

Mary Cay Albert Customer Relations Manager Email: @dominionvoting.com Telephone: (559) 410-0147
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2 Project Overview / Activities

2.1 Project Management

- a. The Dominion Project Manager and County Project Manager (collectively the "Project Management Team") will collaborate in coordinating the implementation of the System, including the planning, communication and finalize the draft implementation schedule ("Implementation Schedule") attached hereto as Schedule A-1. The Dominion Project Manager will provide the direction, expertise and leadership for the project planning of all tasks required for the successful implementation of the Systems, as well as coordinating with the County Project Manager. The completion of tasks shall be cooperatively managed by the Project Management Team as appropriate.
- b. The Project Management Team will meet weekly and include other personnel as appropriate. During the weekly meetings the Project Management Team will discuss and manage the project's progress, which will include tracking milestones (completed or missed), expending of resources, evaluating the status of issues, and identifying any actions needed to meet deadlines. The Dominion Project Manager will maintain and distribute meeting minutes during the implementation.
- c. The Dominion Project Manager and the County Project Manager shall follow the Implementation Schedule, 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 Implementation Schedule will include milestones and activities, which includes product delivery and installation, Acceptance testing, and training schedule.
- d. The draft Implementation Schedule developed for this Agreement represents the sample milestones and activities based upon initial discussions with County. Upon execution of the Agreement, the Parties shall develop an updated Implementation Schedule that includes the delivery of equipment and the training of County personnel on the various aspects related to operating the System. The Parties agree that during the implementation, changes to the Implementation Schedule may be required. Any changes to Implementation Schedule must be mutually agreed to by both Parties, which shall not be unreasonably withheld. Any changes to the critical milestones as identified in Schedule A-1 may be subject to liquidated damages as indicated in Section 22 of this Agreement.

2.2 Weekly Project Meetings

The initial transition meetings between Dominion and the County will occur at least once a week, or at County's request, and will review current County processes in relation to the new System such as configurations, ballot creation, and results reporting, and including but not limited to the following topics:

- a. **Ballot Templates**
Discussion of the new System's functions for creating specific ballot designs for different election content such as headers, voting target positioning, and the width and height for contest placement.
- b. **Reporting**
A full review of the County's existing reporting requirements and the formats of these reports in comparison to the new System's analogous reporting functionalities.
- c. **Vote-Marking Interpretation**
Dominion will provide the County instruction on how the System processes and assesses vote-markings that record voter intent and how the System determines when a review is required.
- d. **Data Integration**
Dominion shall have the ability to import the candidate/contest information directly from the County's DFM election information management system and create the absentee ballot, ICX ballot, and sample ballot from the same imported file. Dominion's System shall be capable of importing audio and text files.

2.3 Voter Outreach Support

Dominion will work with the County in creating a scope of work tailored to the specific needs and desires for voter outreach and education. This collaborative approach to voter outreach may involve different forms of voter outreach and educational items, such as public demonstrations of the new voting equipment, a mock election, and how-to-vote resources.

2.4 Warehouse and Office Space Logistics Planning

Dominion will assist the County in planning its warehouse and office space for storing and maintaining the new voting equipment. Dominion shall provide racks for storage of any Dominion-provided servers and other hardware at no cost to County, and at County's request.

2.5 Implementation Milestones

2.5.1 Procurement / Delivery

- a. Initiation of the equipment and consumables procurement phase begins upon receipt of a signed contract and/or purchase order from the County. Procurement will be conducted in a manner that allows the coordination of supplies and consumables to be shipped to the County warehouse in accordance with project milestones.
- b. Dominion shall provide County with all equipment and technology necessary to conduct elections including hardware, software, and other related services for voting, vote counting, and results processing as described in the proposal and attachment to Exhibit B.
- c. System will include all necessary hardware and software to operate the following. Quantity and unit price are specific in the attachment to Exhibit B.
 - 1. ImageCast Central Kit – G1130
 - 2. ImageCast X Kit – Classic BMD 21"
 - 3. MBP Kit #2 Portable High Volume
 - 4. Smart-UPS C 1500VA LCD 120V 1000W

5. ATI Kit – ICX-USB
 6. ImageCast X Voting Booth – Standard
 7. ImageCast X Classic BMD Transport Bag Kit (15”/21” Tablet and Printer)
 8. USB Flash Drive – 8GM – 3.0
 9. EMS Standard Server Kit (R630/WS2012/SS2016)
 10. EMS Client Workstation Kit
 11. EMS Adjudication Workstation Kit
 12. Reformatting Station Kit
 13. EMS Report Printer – LBP6230DW
 14. Democracy Suite Standard (125K-250K)
 15. Adjudication Module (125K-250K)
 16. Automated Test Deck Module (125K-250K)1
 17. Mobile Ballot Printing Module (125K-250K)
 18. Remote UOCAVA Module (125K-250K)
- d. The Dominion Project Manager will manage the shipment process through an authorized shipper to ensure delivery is successful. Dominion shall bear the responsibility for all risk of physical loss or damage to any material, machines or hardware being delivered until such items are delivered to County. County shall notify Dominion of any such loss or damage within fifteen (15) business days of the receipt of any or all physical items, and shall cooperate in the processing of any claims made by Dominion against carriers or shippers.

2.5.2 Installation / Configuration / Acceptance and Readiness Testing

- a. Dominion will coordinate with the State of California and County to acquire the State of California certified and applied trusted build. Dominion shall install the trusted build into the System and configure all system-related equipment.
- b. Dominion shall provide an Acceptance Test Plan (“ATP”). The ATP shall identify all tests necessary to demonstrate System compliance with the requirements for California pursuant to California Use Procedures and the County.
- c. Dominion shall be responsible for providing all training and training materials required to support the Acceptance testing.
- d. Dominion and the County shall finalize the development of the ATP and procedures prior to the Acceptance testing phase.
- e. Dominion shall assist the County in creating an ATP log sheet, to be used as a control sheet showing which System items have been received, tested, and accepted. This log sheet will be completed individually for each item, noting any physical damage, and shall contain the results of each test conducted.
- f. Dominion will provide an ATP log sheet template to the County for printing and distribution during the Acceptance test process. For each System item, the County, working with a Dominion product specialist, will complete the Acceptance test for each System item. Each form will be signed and stored by the County with copies made or scanned for Dominion to ensure that each System component is in proper working order upon receipt and unpacking.

- g. Upon completing Acceptance Testing, Dominion shall conduct system Readiness Testing no later than thirty (30) business days after the completion of Acceptance Testing.
- h. System Readiness Testing shall consist of end-to-end system tests that ensure the system has been configured properly and that all parts are functioning together correctly for all pre-voting, voting and post-voting processes.
- i. Dominion shall follow the system Readiness Testing Procedures outlined in Chapter 4 of the California Use Procedures, As with Acceptance Testing, Dominion shall provide personnel on-site who are expert in the system and will assist with creating any required forms.
- j. Throughout the Term of the Agreement, after delivery of any Dominion Software or Dominion Hardware, the 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.
- k. The County will provide Dominion with records that identify units that did not successfully pass Acceptance testing. If defects are uncovered during testing that result in an unsuccessful test, the affected System component(s) will be rejected, and the County will send a notice to Dominion indicating the issues and reason for rejection. Upon receipt of notice, Dominion will have fifteen (15) business days to repair or replace the System component(s).

2.5.3 Training

a. Training Outline for County Personnel:

During the implementation meetings, the Project Management Team will identify training materials that Dominion shall prepare including training manuals and technical reference manuals. The content of training materials and the methods of training will be responsive to the County's requirements. Dominion will provide resources and trainings that will develop personnel's technical proficiencies for using the new System and provide educational materials and opportunities to users of the new System, which includes pollworkers.

Dominion's training shall be tailored, using various teaching methods, learning principles, and proper course pacing. Training customization begins with tailoring the courses to the County's needs. Dominion's training courses cover the System's operations, poll worker "train the trainer" materials, and will provide the County with finished content to use during voter outreach. Dominion will provide training on and off-site and coordinate all scheduling with the County.

b. Poll Worker Training:

Dominion will provide finished content to the County for use in training poll workers. The content will include procedures on assisting voters at polling places. Additionally, the content will include manuals, forms and procedures and Dominion will assist the County in redesigning forms, manuals, and procedures according to the County's requests in relation to implementing and using the new System.

Dominion will assist the County in developing poll worker training guides, quick reference guides that poll workers can use to assist voters, and training videos. Dominion will provide instruction manuals for poll worker training such as “train the trainer” materials. Dominion shall assist the County in organizing materials and content and then observe a minimum of two mock poll worker training sessions that the County conducts. The purpose of the mock training sessions is for Dominion to assess the accuracy and delivery of information to poll workers.

c. Trainings:

The following table lists the subject matter for which Dominion shall provide materials and training to the County’s personnel. The suggested number of attendees noted for each training session will provide the most opportunity for the attendees to obtain hands-on training on the System’s components.

d. User Definitions:

The table below mentions several user types. For purposes of clarity, the user types mentioned above may be understood / classified as follows:

- **Administrator** – County staff who will be responsible for overseeing or supervising system/election activities
- **Super User** – System user(s)/County staff who will be responsible/have elevated privileges for conducting and/or understanding system/election activities
- **Support Staff** – County staff who will be responsible for supporting/participating in system/election activities
- **Senior County Staff** – County managers/executive staff
- **Poll workers** - Individuals responsible for the proper and orderly voting at polling locations.

Training Class Title	User Category	Class Objective	Class Overview	Number of Days/Hours
Election Management System – Administrator – Democracy Suite Standard and Test Decks	Administrator and/or Super Users	Competence with the import of election definition data, completing election definition, laying out and styling paper ballots, importing dynamic and static audio files, styling screen content, creating tabulators and preparing the election	<p>I. Election Preparation Overview</p> <ul style="list-style-type: none"> a. Phases of Election Setup b. Applications used during election setup (EDT, EED, AS) <p>II. Import Election definition data</p> <ul style="list-style-type: none"> a. Working with external data from 	7 days

		project for an election.	<p>the voter registration system</p> <p>b. Preparing the import file</p> <p>III. Layout/Style Paper Ballots</p> <p>a. Determine consolidation level</p> <p>b. Layout & Style ballots</p> <p>IV. Import/Edit Audio Files</p> <p>a. Working with static audio (common sets of voter instructions)</p> <p>b. Working with and editing dynamic audio (audio associated with each election)</p> <p>V. Styling on-screen content (for ICX)</p> <p>VI. Defining tabulators and counting groups</p> <p>VII. Finalize and prepare database for LAT</p>	
RAVBM Training	Administrator and/or Super Users	Competence with setting up the System for use in an election, including any customization for election-specific documentation (e.g. envelopes, secrecy sleeves)	<p>I. Remote Access Vote by Mail Review</p> <p>a. Workflow: Getting Voter data into the System</p> <p>b. Workflow: Adding new/supplemental voter data to the System</p> <p>c. Workflow: Voter Experience</p> <p>II. Customization</p> <p>a. User Interface</p> <p>b. Voter Workflow</p> <p>c. Voter Packet</p> <p>III. Working with the application</p> <p>a. Adding voter data</p> <p>b. Looking up voter data</p> <p>c. Editing voter data</p>	1 day

RAVBM Operator Training	Support staff	Competence with how to use the System (for supporting voters as they use the System remotely to mark their ballots).	I. Remote Access Vote by Mail Review a. Looking up voter data b. Editing voter data II. Voter Sessions a. Voter session review b. Voter packet review	0.5 days
ImageCast X Administrator Training	Administrator and/or Super Users and/or Technicians	Competence with the setup and configuration of the ICX devices in an election, use of the ICX, and general troubleshooting	I. Setup of the ICX-BMD a. Storage b. Transport c. Boxing/Unboxing d. Sealing/unsealing e. Power requirements; setting up the UPS f. Hardware review II. Basic security protocols, including safeguards to prevent and detect tampering III. Preparing the devices for the election a. Loading election files b. Opening Polls c. Conducting Logic and Accuracy Testing d. Resetting the ICX for use in the election e. Reviewing Audit Logs IV. Voting on the ICX a. Working with regular Voting Sessions b. Working with accessible voting sessions V. Troubleshooting and Usage a. Loading paper into the printer b. Changing the printer toner c. Troubleshooting VI. Closing Polls	1 day
ImageCast X Operator Training	Support staff and/or pollworkers	Competence with the use of the ICX devices in a polling place	I. Setup of the ICX-BMD a. Plugging in and turning on; setting up the UPS b. Best practices for use in a polling place II. Basic security protocols, including safeguards to prevent and detect	0.5 days

			<ul style="list-style-type: none"> tampering III. Opening Polls IV. Voting on the ICX <ul style="list-style-type: none"> a. Working with regular voting sessions b. Working with accessible voting sessions V. Troubleshooting and Usage <ul style="list-style-type: none"> a. Loading paper into the printer b. Changing the printer Toner c. Troubleshooting Closing polls 	
Train the Trainer: Pollworker Training	Pollworkers	Competence with how to set up and use the polling place equipment and handle / triage basic equipment issues on Election Day	<ul style="list-style-type: none"> I. Polling Place Equipment Setup <ul style="list-style-type: none"> a. Setting up the Voting Booth b. Setting up the ICX II. Basic security protocols, including safeguards to prevent and detect tampering III. Getting Started <ul style="list-style-type: none"> a. Power up the equipment b. Getting the equipment ready for voting IV. Voting <ul style="list-style-type: none"> a. Working with regular voting sessions b. Working with accessible voting sessions V. Troubleshooting and Usage <ul style="list-style-type: none"> d. Loading paper into the ICX-BMD printer e. Changing the ICX-BMD printer Toner f. Troubleshooting VI. Closing polls 	0.5 days
ImageCast Central (ICC) Administrator	Administrator and/or Super Users	Competence with the setup and configuration of the central count scanners, use of the central count scanners, and general troubleshooting during	<ul style="list-style-type: none"> I. Central Count Scanning Overview <ul style="list-style-type: none"> a. Preparation <ul style="list-style-type: none"> o Ballot Inspection o Working with folded ballots b. Working with batches 	1 day

		ballot scanning	<ul style="list-style-type: none"> ○ Batch Size ○ Batch Tracking/Manifests <p>II. Using the ICC Application HiPro and Canon Scanners</p> <p>b. Overview of ICC workstation functionality and structure</p> <p>c. Loading Election Tabulation Files to the ICC</p> <ul style="list-style-type: none"> ○ Configuration of the application ○ Confirmation of scan options and settings ○ Producing a zero report ○ Opening Polls ○ Conducting Logic and Accuracy Testing ○ Troubleshooting ○ Closing Polls ○ Backing up data <p>d. Central Count Scanning</p> <ul style="list-style-type: none"> ○ Loading ballots into the hopper ○ Accepting batches ○ Discarding batches ○ Handling misread ballots ○ Diagnosing misread ballots ○ Troubleshooting <p>I. Cleaning the scanner(s)</p>	
ImageCast Central (ICC) Operator	Support staff	Competence with the daily operations of central count scanning and basic troubleshooting during ballot scanning	<p>I. Central Count Scanning Overview</p> <p>a. Preparation</p> <ul style="list-style-type: none"> ○ Ballot Inspection ○ Working with folded ballots <p>b. Working with batches</p> <ul style="list-style-type: none"> ○ Batch Size ○ Batch Tracking/Manifests <p>II. Using the ICC Application and Canon Scanners</p> <p>a. Overview of ICC</p>	1 day

			workstation functionality b. Central Count Scanning <ul style="list-style-type: none"> o Loading ballots into the hopper o Accepting batches o Discarding batches o Handling misread ballots o Basic Troubleshooting 	
Adjudication Administrator Training	Administrator and/or Super Users	Competence with the setup and configuration of the adjudication setup for use in an election, operation of the application, supervisory /administrative functions of adjudication and general troubleshooting during adjudication activities	I. Adjudication Overview <ul style="list-style-type: none"> a. Workflow: How ballots are delivered from ICCs b. Determining which ballots should be presented for adjudication c. Functions performed by adjudication users / administrators d. Daily Adjudication Procedures e. Best Practices/ Developing processes for determining voter intent II. Preparing for Adjudication <ul style="list-style-type: none"> a. Setting up a new adjudication session b. Defining outstack /adjudication criteria III. Adjudication of ballots <ul style="list-style-type: none"> a. Adding Marks b. Removing Marks c. Resolving Write-ins IV. Administrative Functions <ul style="list-style-type: none"> a. Reviewing adjudicated ballots b. Making changes / corrections c. Submitting Batches d. Running reports 	2 days

			V. Back-up and Close out <ul style="list-style-type: none"> a. Backing up adjudication data and reports o Closing out/ stopping adjudication 	
Adjudication Operator Training	Support staff	Competence with the daily operations of ballot adjudication	I. Adjudication Overview <ul style="list-style-type: none"> a. Workflow: How ballots are presented for Adjudication b. Which ballots will be presented for adjudication c. Identifying why a ballot has been presented for adjudication d. Daily Adjudication User Procedures II. Adjudication of ballots <ul style="list-style-type: none"> a. Adding Marks b. Removing Marks c. Resolving Write-ins 	1 day
Results Tally and Reporting Training – Administrator	Administrator and/or Super Users	Competence with the setup and configuration of the Results, Tally, and Reporting application, setting up all reporting configuration for an election, managing batches during ballot tabulation, supervisory functions, and general troubleshooting	I. Results Tally and Reporting Overview <ul style="list-style-type: none"> a. Workflow: How batches (result files) are delivered to the application b. Workflow: How batches are moved through RTR to Adjudication c. Navigating within the application d. User management (creating and managing application users) II. Preparing the System <ul style="list-style-type: none"> a. Enabling the project for adjudication b. Turning on Automatic Results Loading c. Managing Preferences III. Working with Batches (results files)	5 Days

			<ul style="list-style-type: none"> a. Receiving batches from ICCs b. How to reject, reset, and/or delete batches c. Use cases for rejecting, resetting and/or deleting batches <p>IV. Reporting</p> <ul style="list-style-type: none"> a. Election Summary Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review b. Statement of Votes Cast <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review c. Cards Cast Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review <p>V. Exports</p> <ul style="list-style-type: none"> a. Available Exports b. Cast Vote Record Export c. Image Export d. Auditmark File export b. Troubleshooting 	
Adjudication, Results Tally and Reporting Training – Executive	Senior County Staff	Competence with understanding and describing report contents to be able to explain to public/media what the information contained on reports from the System mean	<p>I. Results Tally and Reporting Overview</p> <ul style="list-style-type: none"> a. Workflow: How batches (result files) are delivered to the application b. Workflow: How batches are moved through RTR 	0.5 days

			<p>to Adjudication</p> <p>II. Reporting</p> <p>a. Election Summary Report</p> <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review <p>b. Statement of Votes Cast</p> <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review <p>c. Cards Cast Report</p> <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review <p>III. Exports</p> <p>a. Cast Vote Record Export</p> <p>b. Image Export</p> <p>c. Auditmark File export</p>	
Mobile Ballot Printing	Administrator	Competence with the setup and configuration of the MBP devices in an election, use of the MBP, and general troubleshooting	<p>I. Overview</p> <ul style="list-style-type: none"> o Setting up the equipment o Preparing the export from EED o Setting up the workstations o Defining print settings (2-sided, custom page lengths, auto-duplex options) o Printing ballots o Running reports o Resetting print counters o Changing the toner o Changing the toner drum 	4 hours

			<ul style="list-style-type: none"> ○ Changing the transfer belt II. Common issues & Troubleshooting	
Mobile Ballot Printing	Support Staff	Competence with the daily operations of the Mobile Ballot Printing devices.	I. Overview <ul style="list-style-type: none"> ○ Setting up the equipment ○ Logging in ○ Navigating the MBP application ○ Printing ballots ○ Reports II. Troubleshooting common issues	2 hours

3 Removal of County's Existing Election Equipment

Dominion will itself remove or will arrange for the professional removal of all of the County's current voting system, including but not limited to AutoMark machines, AccuVote machines, and ballot boxes, at no cost to the County, in accordance with all applicable laws and regulations, including but not limited to the California Secretary of State requirements for disposal of voting systems.

4 Ongoing Support / Election Support Services

After the completion of the implementation, Dominion will assign a County Relations Manager to directly support the County. In addition, Dominion will provide the County with technical support through the Agreement Term in relation to storing, maintaining, and operating the System at no additional costs.

4.1 Ballot Programming and Election Definition Services

- a. County will program their own elections, Dominion will provide phone support.
- b. Democracy Suite will support English and Spanish in both written and audio formats. Dominion will add any additional languages requested by the County who will provide ballot language content in both written and audio formats.
- c. Democracy Suite will allow the County to edit all ballot layout files in all languages to reorganize the placement of contests and voting targets and to edit text and graphics.
- d. Democracy Suite shall create all ballots, e.g. vote-by-mail, precinct, voting center, and audio ballots, from the same content used to define an election. Democracy Suite shall allow audio files using recorded human voices and/or voice simulation programs.
- e. Democracy Suite will support profile data such as voting locations, precincts, political sub County's, offices, and party affiliations.

- f. Dominion will use the same candidate and contest information file to create the paper ballots, the digital ballots, audio ballots, remote accessible vote-by-mail ballots, sample ballots, and test ballots.
- g. Democracy Suite will generate PDF files of ballot-related content for full-sized, press-ready ballot artwork. To create ballots, Democracy Suite will provide options to control fonts, line weights, determine the number of columns, include multiple languages on one ballot card, create multi-card ballots with content appearing on both sides of all of the cards, provide for formatting content in both portrait-style and landscape orientations, and allow for ballot-card headers of different colors. Democracy Suite will allow for final ballot proofs that are 8.5 inches in width and variable lengths of 11, 14, 17, 18, 19, 20 and 22 inches. Democracy Suite will allow the County to determine the appropriate length of the ballots depending on the amount of content to format.
- h. The System will generate accessible ballot content such as large print formats. Additionally, the System will generate accessible sample ballots in PDF or other accessible format that allows the County to post the sample ballots on its website, which are compatible with commonly used screen reading technology.

4.2 Support Hours / Response Times

The following table represents timeframes by which Dominion will respond to the County's requests for technical assistance or notice that any component of the System has malfunctioned.

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an election period (after the most recent election is certified until 120 days before the next election).	On-site, telephone, and, video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the election and the creation of ballots (120 days before Election Day through 60 days before Election Day).	On-site, telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	On-site, telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
Election Period E-10 to E-1	On-site, telephone, and video calls.	Immediate	Within one hour.	Within one hour.

On Election Day	On-site.	Immediate	Within one hour.	Within one hour.
The day after Election Day until election is certified.	On-site (if requested), telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	On-site (if requested), telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

4.3 Project Management

- a. Starting fourteen (14) weeks before each Election Day and continuing until seven (7) calendar days before Election Day, either the Dominion Project Manager (implementation) or County Relations Manager (ongoing support) will be available by cell phone, Monday through Friday, during the County's regular business hours, to provide election-related support services. County will be made aware in advance of which individual will be its point person during this time.
- b. Seven (7) calendar days before Election Day and continuing until completion of the Statement of Vote, the Dominion Project Manager will be onsite or available by cell phone during all times in which the County is using the Sytem to answer questions or respond to problems or concerns regarding the voting and tabulation of the hardware and software, the aggregation or tabulation of voting data, canvass, audit data or reporting of election results.

4.4 Pre-Election Logic and Accuracy Testing

- a. The County will conduct Pre-Election Logic and Accuracy Testing (Pre-LAT) on all ICX BMD and ICC tabulators using paper ballot test decks, rather than simulation scripts. The Pre-LAT procedures will involve programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer generated) test decks through each tabulator. After test decks have been scanned and the results report tapes have been verified, test results will be uploaded into Democracy Suite's Results Tally and Reporting module.
- b. Dominion will have technical support personnel available onsite throughout the Pre-LAT process who can identify the reasons for any issues or anomalies and resolve any equipment malfunctions that require repairs, including conducting repairs of equipment onsite in the County's warehouse. After the first use Election, Pre-LAT services will be available at Dominion's then current prices.

4.5 Election Day Support

Dominion shall provide qualified and competent personnel onsite during all hours in which County elections personnel are working and/or request assistance to support and enable the County's personnel to successfully conduct each Election. After the first use Election, Election Day support services will be available at Dominion's then current prices.

4.6 Post-Election Support

4.6.1 Official Canvass

Dominion will provide instruction regarding Democracy Suite generating reports associated with conducting the official canvass including, but not limited to, Interim, Semi-Final, and Final Statement of the Votes reports. Dominion will be available to assist the County's staff in generating canvass-related reports for elections through the November 2020 election cycle. Dominion shall provide sample procedures and recommendations for the County to review while developing Marin specific canvass processes.

4.6.2 One Percent Manual Tally / Risk Limiting Audit

The County will conduct the one-percent manual tally or Risk Limiting Audit required during the official canvass. Dominion shall provide sample procedures and recommendations for the County to review while developing Marin canvass processes.

4.6.3 Recount

The System will support manual recount processes that utilizes either the physical ballots or the ballot images with the appended AuditMark interpretation of vote markings, Cast Vote Records, and EMS Statement of Vote reports. Dominion will provide examples of recount procedures that the County can review when creating procedures for recounts.

Schedule A-1
Draft Implementation Schedule

The following table provides an overview of the implementation draft milestones and activities. The Parties will finalize this initial Implementation Plan prior to the project kick-off.

Critical Milestones - Task Name	Deadline
Acceptance testing is completed	August 7, 2019
Training for all personnel is completed	August 16, 2019
Official canvass is completed	December 5, 2019
Election is certified	December 5, 2019

Standard Milestones - Task Name	Duration	Start	Finish
Implementation Planning	126 days	Fri 5/24/19	Fri 11/15/19
Contract Signed	1 day	Fri 5/24/19	Fri 5/24/19
Kickoff Meeting	1 day	Tue 6/4/19	Tue 6/4/19
Create Project Charter	1 day	Tue 6/4/19	Tue 6/4/19
Approve Project Charter	1 day	Wed 6/5/19	Wed 6/5/19
Transition Planning	14 days	Tue 6/18/19	Fri 7/5/19
Computer Room(s)	5 days	Thu 6/6/19	Wed 6/12/19
Walkthrough with Dominion Technical Lead and County IT Resources	1 day	Thu 6/6/19	Thu 6/6/19
Review setup / determine retrofit necessary	1 day	Fri 6/7/19	Fri 6/7/19
Retrofit / Complete changes necessary for EMS installation	4 days	Mon 6/10/19	Thu 6/13/19
Warehouse Facilities	5 days	Thu 6/6/19	Wed 6/12/19
Walkthrough with Dominion Technical Lead and County IT Resources	1 day	Thu 6/6/19	Thu 6/6/19
Review setup / determine retrofit necessary	1 day	Fri 6/7/19	Fri 6/7/19
Retrofit / Complete changes necessary for Warehouse equipment	4 days	Mon 6/10/19	Thu 6/13/19
Staff Training	1 day	Mon 6/24/19	Mon 6/24/19
Develop training schedule	1 day	Tue 6/11/19	Tue 6/11/19
Determine training location(s)	1 day	Tue 6/11/19	Tue 6/11/19
Identify training participants	4 days	Tue 6/11/19	Fri 6/14/19
Voter Education	2 days	Mon 6/17/19	Tue 6/18/19
Identify voter outreach activities	1 day	Mon 6/17/19	Mon 6/17/19
Determine setup for outreach activities (equipment and database)	1 day	Mon 6/17/19	Mon 6/17/19
Determine support / staffing level for outreach activities	1 day	Tue 6/18/19	Tue 6/18/19
Precinct Supplies	2 days	Mon 6/24/19	Tue 6/25/19
Review current precinct supplies	1 day	Mon 6/24/19	Mon 6/24/19

Review recommended changes to precinct supplies with Marin County	1 day	Mon 6/24/19	Mon 6/24/19
Election Processes	2 days	Wed 6/26/19	Thu 6/27/19
Complete system functional review with area/division managers	1 day	Wed 6/26/19	Wed 6/26/19
Determine process / ballot handling flow	1 day	Thu 6/27/19	Thu 6/27/19
Pollworker Training	2 days	Thu 6/27/19	Fri 6/28/19
Complete equipment reviews with pollworker trainers / warehouse	1 day	Thu 6/27/19	Thu 6/27/19
Determine pollworker training scope and develop training program	4 days	Fri 6/28/19	Wed 7/3/19
Equipment Delivery, Installation, Configuration, Acceptance Training and Testing	25 days	Mon 7/15/19	Fri 8/16/19
Election Management System Infrastructure (EMS)	10 days	Mon 7/15/19	Fri 7/26/19
EMS Delivery	1 day	Mon 7/15/19	Mon 7/15/19
EMS Installation and configuration	3 days	Tue 7/16/19	Thu 7/18/19
EMS Customer Acceptance Training	2 days	Thu 7/18/19	Fri 7/19/19
EMS Customer Acceptance Testing	1 day	Mon 7/29/19	Mon 7/29/19
ImageCast Central Count Scanners (ICC)	4 days	Mon 7/15/19	Thu 7/18/19
ICC Delivery	1 day	Mon 7/15/19	Mon 7/15/19
ICC Installation & Configuration	1 day	Tue 7/16/19	Tue 7/16/19
ICC Customer Acceptance Training	1 day	Wed 7/17/19	Wed 7/17/19
ICC Customer Acceptance Testing	1 day	Thu 7/18/19	Thu 7/18/19
ImageCast X Ballot Marking Devices (BMD)	7 days	Mon 7/22/19	Tue 7/30/19
ICX Delivery	1 day	Tue 7/23/19	Tue 7/23/19
ICX Installation & Configuration	1 day	Wed 7/24/19	Wed 7/24/19
ICX Customer Acceptance Training	1 day	Thu 7/25/19	Thu 7/25/19
ICX Customer Acceptance Testing	2 days	Thu 7/25/19	Fri 7/26/19
Voting Booth Delivery	1 day	Mon 7/29/19	Mon 7/29/19
Voting Booth Acceptance Testing	1 day	Mon 7/29/19	Mon 7/29/19
Transport Bag Delivery	1 day	Mon 7/29/19	Mon 7/29/19
Transport Bag Acceptance Testing	1 day	Mon 7/29/19	Mon 7/29/19
Mobile Ballot Production Units (MBP)	3 days	Mon 7/29/19	Wed 7/31/19
MBP Delivery	1 day	Mon 7/29/19	Mon 7/29/19
MBP Installation & Configuration	1 day	Mon 7/29/19	Mon 7/29/19
MBP Customer Acceptance Training	1 day	Tue 7/30/19	Tue 7/30/19
MBP customer Acceptance Testing	1 day	Wed 7/31/19	Wed 7/31/19
Remote Access Vote by Mail System (RAVBM)	2 days	Mon 7/29/19	Tue 7/30/19
RAVBM Configuration	1 day	Mon 7/29/19	Mon 7/29/19
RAVBM Acceptance Training & Testing	1 day	Mon 7/29/19	Mon 7/29/19
RAVBM Acceptance Testing	1 day	Tue 7/30/19	Tue 7/30/19
System Documentation & Manuals	1 day	Wed 7/17/19	Wed 7/17/19
Dominion to provide system documentation and manuals to Marin County	1 day	Wed 7/17/19	Wed 7/17/19
Election Management System Administrator	1 day	Wed 7/17/19	Wed 7/17/19

ImageCast Central (ICC) Administrator Training	1 day	Wed 7/17/19	Wed 7/17/19
ImageCast Central (ICC) Operator Training	1 day	Wed 7/17/19	Wed 7/17/19
Adjudication Training (Administrator and Operator)	1 day	Wed 7/17/19	Wed 7/17/19
Results Tally and Reporting Training	1 day	Wed 7/17/19	Wed 7/17/19
ImageCast X Administrator Training	1 day	Wed 7/17/19	Wed 7/17/19
ImageCast X Operator Training	1 day	Wed 7/17/19	Wed 7/17/19
RAVBM Setup Training	1 day	Wed 7/17/19	Wed 7/17/19
RAVBM Operator Training	1 day	Wed 7/17/19	Wed 7/17/19
Train the Trainer: Pollworker Training	1 day	Wed 7/17/19	Wed 7/17/19
Mobile Ballot Printing	1 day	Wed 7/17/19	Wed 7/17/19
Marin County to complete review of documentation	10 days	Wed 7/17/19	Tue 7/30/19
Election Management System Administrator	10 days	Wed 7/17/19	Tue 7/30/19
ImageCast Central (ICC) Administrator Training	10 days	Wed 7/17/19	Tue 7/30/19
ImageCast Central (ICC) Operator Training	11 days	Wed 7/17/19	Wed 7/31/19
Adjudication Training (Administrator and Operator)	10 days	Wed 7/17/19	Tue 7/30/19
Results Tally and Reporting Training	10 days	Wed 7/17/19	Tue 7/30/19
ImageCast X Administrator Training	10 days	Wed 7/17/19	Tue 7/30/19
ImageCast X Operator Training	10 days	Wed 7/17/19	Tue 7/30/19
RAVBM Setup Training	10 days	Wed 7/17/19	Tue 7/30/19
RAVBM Operator Training	10 days	Wed 7/17/19	Tue 7/30/19
Train the Trainer: Pollworker Training	10 days	Wed 7/17/19	Tue 7/30/19
Mobile Ballot Printing	10 days	Wed 7/17/19	Tue 7/30/19
System Training Classes	11 days	Mon 8/5/19	Mon 8/19/19
Election Management System Administrator	7 days	Mon 8/5/19	Tue 8/13/19
ImageCast Central (ICC) Administrator Training	1 day	Mon 8/5/19	Mon 8/5/19
ImageCast Central (ICC) Operator Training	1 day	Tue 8/6/19	Tue 8/6/19
Adjudication Training (Administrator and Operator)	2 days	Wed 8/7/19	Thu 8/8/19
Results Tally and Reporting Training	1 day	Thu 8/8/19	Thu 8/8/19
ImageCast X Administrator Training	1 day	Fri 8/9/19	Fri 8/9/19
ImageCast X Operator Training	1 day	Mon 8/12/19	Mon 8/12/19
RAVBM Setup Training	1 day	Wed 8/14/19	Wed 8/14/19
RAVBM Operator Training	1 day	Thu 8/15/19	Thu 8/15/19
Train the Trainer: Pollworker Training	1 day	Fri 8/16/19	Fri 8/16/19
Mobile Ballot Printing	1 day	Mon 8/19/19	Mon 8/19/19
Election Activities	1 day	Tue 9/3/19	Tue 9/3/19
Ballot Production / Creation	15 days	Thu 8/15/19	Wed 9/4/19
Complete election definition (EED)	2 days	Thu 8/15/19	Fri 8/16/19
Proof Election Definition reports	3 days	Thu 8/15/19	Mon 8/19/19
Complete Styling of paper ballots (EED)	4 days	Tue 8/20/19	Fri 8/23/19
Generate Ballot proofs (EED)	1 day	Sat 8/24/19	Sat 8/24/19
Proof Ballots	3 days	Mon 8/26/19	Wed 8/28/19
Generate Audio (EED, AS, External)	1 day	Thu 8/29/19	Thu 8/29/19
Proof Audio	3 days	Tue 9/3/19	Thu 9/5/19
Generate Screen Content (EED)	1 day	Fri 9/6/19	Fri 9/6/19

Proof Screen Content (EED, ICX)	3 days	Mon 9/9/19	Wed 9/11/19
Logic and Accuracy Testing	2 days	Mon 9/23/19	Tue 9/24/19
Program media for tabulators and polling place equipment	1 day	Mon 9/23/19	Mon 9/23/19
Program Pollworker cards	1 day	Mon 9/23/19	Mon 9/23/19
Load Election Files to ICXes	1 day	Mon 9/23/19	Mon 9/23/19
	2 days	Mon 9/23/19	Tue 9/24/19
Load Activation files to ICVA	1 day	Mon 9/23/19	Mon 9/23/19
Load Election Files to ICCes	1 day	Mon 9/23/19	Mon 9/23/19
Mark Test Decks/Run VoteSim on ICXes	1 day	Mon 9/23/19	Mon 9/23/19
	1 day	Tue 9/24/19	Tue 9/24/19
Tabulate Test Decks on ICCes	1 day	Mon 9/23/19	Mon 9/23/19
Load CF Cards into RTR	1 day	Mon 9/23/19	Mon 9/23/19
Run Results Reports	1 day	Mon 9/23/19	Mon 9/23/19
Reset the system for the election	1 day	Mon 9/23/19	Mon 9/23/19
Ballot Processing	1 day	Tue 9/3/19	Tue 9/3/19
RAVBM Voting begins	1 day	Tue 9/3/19	Tue 9/3/19
Ballot Scanning and tabulation Begins	1 day	Tue 10/22/19	Tue 10/22/19
Adjudication	3 days	Wed 10/30/19	Fri 11/1/19
Election Day	1 day	Tue 11/5/19	Tue 11/5/19
Post-Election	1 day	Wed 11/6/19	Wed 11/6/19
Retrieval of Equipment from Polling Places	1 day	Wed 11/6/19	Wed 11/6/19
Identify batches or precincts to be audited	1 day	Thu 11/7/19	Thu 11/7/19
Run reports for manual tally	1 day	Thu 11/7/19	Thu 11/7/19
Complete manual tally	1 day	Thu 11/7/19	Thu 11/7/19
Compile the Statement of Vote	1 day	Thu 11/7/19	Thu 11/7/19
Certify the election	1 day	Fri 11/8/19	Fri 11/8/19
Post-Election / Post Implementation Debriefing	1 day	Fri 11/15/19	Fri 11/15/19

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. COUNTY shall use the Outright Purchase Model (Option 2) listed in the Dominion quote dated May 2, 2019, attached hereto and incorporated herein. Purchase total is \$810,198.27 in Year 1, with annual license and warranty fees and CA sales tax totaling \$124,397.00/year starting in Year 2 and continuing until Contract is terminated.
- (2) PAYMENT SCHEDULE. COUNTY agrees to pay the Year 1 costs of the Outright Purchase Model (Option 2) listed in the Dominion bid proposal dated May 2, 2019, attached hereto and incorporated herein (Bid Proposal), on the following schedule: 35% (\$283,569.39) at the time of contract signing, 50% (\$405,099.14) at completion of Acceptance Testing, and 15% (\$121,529.74) upon Certification of first election (November 2019). CONTRACTOR agrees to provide COUNTY with an invoice for the annual license and warranty fees and CA sales tax due for the subsequent fiscal year (\$124,397.00) on or before June 30 of each year, and COUNTY agrees to pay said invoice or before September 1 of that same calendar year.
- (3) LATE PAYMENT OF CHARGES OR FEES. CONTRACTOR acknowledges and agrees that COUNTY will not pay late payment charge.
- (4) MILEAGE AND TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract. COUNTY shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract. No costs above base contract fee (the not to exceed limit) shall be reimbursed by COUNTY without COUNTY'S prior written approval of such costs.
- (5) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract, including but not limited to extra or changed work, shall not be paid for COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended in writing by both parties in advance of the performance of additional services. Failure of CONTRACTOR to secure such written authorization for work shall constitute a waiver of any and all right to adjustment in the Contract price or 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 COUNTY.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Contract shall not exceed \$810,198.27 in Year 1, and \$124,397.00 in each subsequent year through the Term of this Contract.
- (7) HARDWARE PURCHASE CREDIT. COUNTY shall have the option, at its sole discretion, to return up to 40 ICX BMD's and voting booths (collectively, "Units") for a credit of up to \$100,000 that COUNTY may use towards the purchase of any additional equipment, licenses or services from CONTRACTOR at the prices identified in the Bid Proposal. This option shall remain in effect until June 30, 2021, and may be prorated at the rate of a \$2,500.00 credit per returned Unit if fewer than forty (40) such Units are exchanged.
- (8) FUTURE COSTS. CONTRACTOR shall make all software, licenses, warranties and services specifically identified in the Bid Proposal available for purchase by COUNTY at or below the prices listed thereon through the full term of this Contract. CONTRACTOR shall make all consumables, hardware and equipment specifically identified in the Bid Proposal available for purchase by COUNTY at or below the prices listed thereon through December 31, 2022.
- (9) MOST FAVORED CUSTOMER. Notwithstanding anything in this Contract to the contrary, if at any time during the term of this Contract CONTRACTOR sells or provides software, licenses, warranties, services, consumables, hardware or equipment to any customer at rates or terms more favorable than those accorded to COUNTY, CONTRACTOR shall promptly offer COUNTY the benefit of such more favorable terms and conditions or rates, which, upon acceptance, shall be retroactive to the date that such more favorable terms and conditions were first effective for such other customer. Upon COUNTY'S request, CONTRACTOR shall provide written confirmation that it is in compliance with the requirements of this Section. If COUNTY determines at any time that CONTRACTOR has not complied with this provision, CONTRACTOR will reimburse COUNTY for all costs, fees and expenses, including CA sales tax, incurred by COUNTY as a result of not being offered rates or terms as or more favorable than those offered by CONTRACTOR to other customers. This provision shall survive the termination of this Contract.

EXHIBIT "C"
SOFTWARE LICENSE/WARRANTY AND HARDWARE WARRANTY
TERMS AND CONDITIONS

This Exhibit C is part of the Agreement between Dominion and the County of Marin ("Customer") 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 Professional Services Contract between the Parties for the use of the licensed Software to which this Exhibit C is attached and incorporated into.
- 1.2. "Hardware" means the Dominion ImageCast® system.
- 1.3. "Licensee" means the County of Marin.
- 1.4. "Licensor" means Dominion Voting Systems, Inc.
- 1.5. "Software" means the software and firmware programs licensed to Customer by Licensor.
- 1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.7. "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. 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 compensate Licensee for any and all damages incurred which may be recoverable pursuant to the Agreement. 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, but only so long as such modifications were made by Licensee without the knowledge or permission of Dominion or its agents

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

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

4.1. Upgrades. In the event that Licenser, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licenser 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, Licenser 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, unless Licenser has provided such upgrades to other customers free of charge, in which case Licenser shall promptly make the same upgrade offer available to Customer.

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

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 Licenser all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licenser that it has been destroyed.

7. **Warranties.** The following warranties shall apply.

7.1. Software Warranty Terms. Licenser warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licenser 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. However, the Licenser 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 Licenser or a third party acting at Licenser's direction or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licenser. If Licenser 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 Licenser's investigative and remedial work at Licenser'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 Licenser 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 Licenser. The Licenser 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. Hardware Warranty Terms. If any of the physical components of the electronic systems provided to County by Contractor, including Dominion ImageCast system Hardware fail to operate in conformity with its specifications during the term of this Contract, Contractor shall provide a replacement for the Hardware component or, at Contractor's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party

products approved by Contractor for use with the Hardware. The Hardware Warranty shall remain in effect through the Term of this Agreement.

7.4. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Hardware. The following conditions apply to the Hardware warranty:

- 7.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Hardware during the Term of this Agreement at a time mutually agreed to by the Parties. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.
- 7.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
 - 7.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
 - 7.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
 - 7.4.2.3. Repair or replacement of Hardware modified by any person other than those authorized by Dominion;
 - 7.4.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

7.5. 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.

7.6. 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.
 - 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.
 - 2.4. Reproduction Pursuant to Law. Whenever required by law (e.g. the California Public Records' Act) to produce or reproduce any records or documents initially created for use with Licensor's systems, Licensee may do so without Licensor's prior consent.
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.



California Voting System Proposal
 Marin County
 Lynda Roberts, Registrar of Voters
 Registered Voters: 155,591 Precincts: 200
 Version: 5.2
 Final Proposal Polling

Date: 05/02/2019

Product Name	Description	QTY	UNIT PRICE	EXTENSION
Central Scanning Solution: Absentee / Vote By Mail Hardware				
ImageCast Central Kit - G1130	Includes Canon Model DR-G1130, Computer w/ 23" Monitor, Keyboard & Mouse, One 8GB USB Flash Drive & One I-Button, patch cable	8	\$25,000.00	\$200,000.00
Sub-Total:				\$200,000.00
In-Person Voting Solution: Polling Location Hardware				
ImageCast X Kit - Classic BMD 21"	Includes 21.5" tablet, laser printer, printer cable, USB ATI cable, 5 voter smart cards.	120	\$3,175.00	\$381,000.00
MBP Kit #2 Portable High Volume	Includes OKI C712dn, Dell e3480 laptop, USB printer cable, 19" printer tray.	2	\$5,800.00	\$11,600.00
Smart-UPS C 1500VA LCD 120V 1000W		20	\$555.00	\$11,100.00
Sub-Total:				\$403,700.00
Accessories				
ATI Kit - ICX - USB		120	\$375.00	\$45,000.00
ImageCast X Voting Booth - Standard		120	\$295.00	\$35,400.00
ImageCast X Classic BMD Transport Bag Kit (15"/21" Tablet + Printer)		120	\$125.00	\$15,000.00
USB Flash Drive - 8GB - 3.0		20	\$16.60	\$332.00
Sub-Total:				\$95,732.00

Election Management Hardware				
EMS Standard Server Kit (R630/WS2012/SS2016)	Includes PowerEdge R630 rack server, 24 port switch, 24" monitor, keyboard/mouse, patch cable, Cepstral, Avast, Mini Server Rack	3	\$17,000.00	\$51,000.00
EMS Client Workstation Kit	Includes Dell T3420, 24" monitor, iButton programmer, high speed media reader, patch cable, smart card reader/writer.	3	\$1,700.00	\$5,100.00
EMS Adjudication Workstation Kit	Includes Dell T3420, 24" monitor, SQL Server 2016 CAL, cables, Windows 10 Pro.	5	\$1,700.00	\$8,500.00
Reformatting Station Kit		1	\$1,200.00	\$1,200.00
EMS Report Printer - LBP6230DW		2	\$125.00	\$250.00
Sub-Total:				\$66,050.00
Software				
Democracy Suite Standard (125K - 250K)		1	\$170,000.00	\$170,000.00
Adjudication Module (125K - 250K)		1	\$35,000.00	\$35,000.00
Automated Test Deck Module (125K - 250K)		1	\$12,000.00	\$12,000.00
Mobile Ballot Printing Module (125K - 250K)		1	\$6,500.00	\$6,500.00
Remote UOCAVA Module (125K - 250K)		1	\$15,000.00	\$15,000.00
Sub-Total:				\$238,500.00
Support Services				
Implementation		Days		
System Acceptance Testing		2	\$2,000.00	\$4,000.00
Sub-Total:				\$4,000.00
Training		Days		
Train The Trainer: Poll worker		2	\$2,000.00	\$4,000.00
Democracy Suite Full System Training		10	\$2,000.00	\$20,000.00
ImageCast Central Operator Training		1	\$2,000.00	\$2,000.00
ImageCast Central Adjudication Training		1	\$2,000.00	\$2,000.00
ImageCast X Operator Training		1	\$2,000.00	\$2,000.00
Sub-Total:				\$30,000.00
Total Purchase Subtotal				\$1,037,982.00
Discount				(\$290,634.96)
Year 1 Purchase Total				\$747,347.04

Annual Licenses

Democracy Suite Standard Annual License Fee (125K - 250K)	1	\$34,000.00	\$34,000.00
Adjudication Annual Software License Fee (125K - 250K)	1	\$7,000.00	\$7,000.00
Automated Test Deck Annual Software License Fee (125K - 250K)	1	\$2,400.00	\$2,400.00
Mobile Ballot Printing Annual Software License Fee (125K - 250K)	1	\$1,300.00	\$1,300.00
Remote UOCAVA Module Annual Software License Fee (125K - 250K)	1	\$3,000.00	\$3,000.00
ImageCast Central Annual Firmware License - G1130	8	\$2,575.00	\$20,600.00
ImageCast X Annual Firmware License - Classic BMD 21"	120	\$150.00	\$18,000.00
Sub-Total:			\$86,300.00
Warranty			
ImageCast Central Annual Hardware Warranty - G1130	8	\$1,500.00	\$12,000.00
ImageCast X Annual Hardware Warranty - Classic BMD 21"	120	\$155.00	\$18,600.00
Sub-Total:			\$30,600.00
Annual Fees			\$116,900.00
Total Cost of 8 Year Contract			\$1,565,647.04

*Offer Valid for 30 days

OPTION 1 - 8 Year MSA Model

Date: 05/02/2019

[illegible]

OPTION 2 - Outright Purchase Model

[illegible]



DOMINVO-01

RSCHARPING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0019304-1 Hub International Midwest East 625 Kenmoor Avenue SE, Suite 200 Grand Rapids, MI 49546		CONTACT NAME: Renee Scharping PHONE (A/C, No, Ext): (269) 441-5082 FAX (A/C, No): (866) 374-8986 E-MAIL ADDRESS: renee.scharping@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Hanover Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Dominion Voting Systems Inc.
1201 18th Street, Suite 210
Denver, CO 80202

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6014959568	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED Phys Damage			MPR2881217	8/31/2018	8/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6049932302	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2ID667703	8/31/2018	8/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber/Privacy/Networ			IRP2346553	8/31/2018	8/31/2019	Limits - Occ/Agg \$ 5,000,000
A	Professional Liabili			MPR288217	8/31/2018	8/31/2019	Limits Occ /Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Limits in USD unless stated otherwise.

Marin County, its Board of Supervisors and the Individual Members thereof, and all the County Officers, Agents, Employees and Representatives are listed as an

Additional Insured with respect to their interest as a Funding Source, per all terms and conditions of the policy with respect to the Commercial General Liability Policy

but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured.
Waiver of Subrogation, is included if required by contract.

CERTIFICATE HOLDER

CANCELLATION

Marin County
Elections Dept., Suite 121
3501 Civic Center Drive
San Rafael, CA 94903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE