



ENHANCING THE ELECTION PROCESS FOR THE STATE OF RHODE ISLAND



REQUEST FOR PROPOSAL RFP #9549934 VOTING EQUIPMENT SYSTEM

October 30, 2015

ORIGINAL

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM
SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7549934
Solicitation Title: RFP-VOTING EQUIPMENT SYSTEM (81 pages)

**Bid Proposal Submission
Deadline Date & Time:** 10/30/2015 10:00 AM

RIVIP Vendor ID #: 18999
Bidder Name: Election Systems And Software
Address: 11208 John Galt Blvd.
Omaha , NE 68137
USA

Telephone: 402-938-1440
Fax: 402-970-1276
Contact Name: Tamara Kaup
Contact Title: Manager of Proposals
Contact Email: bids@essvote.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Management Board

* Aldo Tesi - Chairman, Election Systems & Software, LLC, 11208 John Galt Boulevard, Omaha, NE 68137

* Michael R. McCarthy - Board Member of ES&S, Chairman of McCarthy Group, LLC, 1601 Dodge Street, Suite 3800, Omaha, NE 68102

Officers (all located at Election Systems & Software, LLC, 11208 John Galt Boulevard, Omaha, NE 68137)

Thomas E. Burt - President and Chief Executive Officer; Thomas F. O'Brien - Executive Vice President, Finance, Treasurer and Chief Financial

Officer; Kathy Rogers - Senior Vice President, Government Relations; Ken Carbullido - Senior Vice President, Innovations; Matthew Nelson -

Senior Vice President, Sales; Jim Schmidt - Senior Vice President, Manufacturing; Richard Jablonski - Vice President, Finance and Secretary;

Steve Bolton - Vice President, Intellectual Property; Gary Weber - Vice President, Software Development; Eric Anderson - Vice President/General

Counsel; Steve Pearson - Vice President, Certification; Adam Carbullido - Vice President, Release Management; Michele Feichtinger-Ernst - Vice

President, Customer Service

Parent Company to ES&S - Government Systems, Software & Services, Inc. (Owns 100% of ES&S)

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

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October 30, 2015

State of Rhode Island
RI Dept. of Administration
Division Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

RE: Request for Proposals (RFP) 9549934 for Voting System Equipment

Rhode Island Department of State:

As the leading totally integrated election management solution provider in the U.S., Election Systems and Software, LLC ("ES&S") is pleased to be included in the RFP for the State of Rhode Island Voting System Equipment.

ES&S takes the role of an election vendor for the State of Rhode Island seriously. ES&S has provided statewide service for Rhode Island's tabulation system for more than 18 years. This longstanding partnership with the State of Rhode Island has provided ES&S with intimate knowledge about how Rhode Island ballots are programmed and elections are managed.

For more than 20 years, ES&S has enjoyed the same committed owners. With more than 435 election-focused associates, and ownership that provides solid financial strength, ES&S is well-positioned to continue its long-term commitment to its current and future client base and the entire industry.

At the core of our philosophy are values like hard work, trust, and honesty. Through the continual development and introduction of innovative election products, ES&S has emerged as the leading provider of end-to-end, fully integrated voting solutions.

More than 60 percent of U.S. registered voters vote on ES&S equipment. Continuing to choose ES&S as your vendor of voting equipment, software, and election services products puts you in good company. Our statewide implementations include Alabama, Arkansas, Arizona, Georgia, Idaho, Iowa, Maine, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Mexico, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota and West Virginia.

Thank you for considering our proposal. We appreciate the opportunity to present our industry leading voting system to you and look forward to a continued partnership with you and your staff.

If you have questions, please feel free to contact me at cgseets@essvote.com or (312) 953-9888. ES&S stands ready to move the State of Rhode Island to the next level of voting.

Very respectfully,

A handwritten signature in black ink, appearing to read 'Gene Seets', with a stylized flourish at the end.

Gene Seets
Regional Sales Manager

EXECUTIVE SUMMARY



Election Systems & Software, LLC (“ES&S”) has been privileged to provide statewide service for Rhode Island’s tabulation system for more than 18 years. We understand your need to upgrade your voting systems and are prepared to provide optical scan precinct count paper ballot tabulation system, accessible voting equipment, ballot on-demand printer systems and related full service contract.

To accomplish your objectives and attain the value you seek from a new tabulation system, you need a partner who has driven this road before - **someone like ES&S**, whom you know and trust. You need an election industry leader with a proven track record of large-scale statewide voting system implementations. ES&S is the world’s premier elections-only company and – at more than twice the size of the next largest vendor – we are the most experienced provider

of election-specific equipment and services in the United States. Our resources provide ES&S with unmatched manufacturing and election’s implementation expertise. From the time our company began supporting election administrators and voters in 1969, *we have grown to support a client base of more than 4,500 customers.*

We are pleased to respond to Rhode Island’s Request for Proposal to replace your current voting system. We propose our state-of-the-art 2005 EAC certified VVSG-compliant voting system along with our Balotar ballot-on-demand solution.

WHY ES&S IS THE RIGHT CHOICE

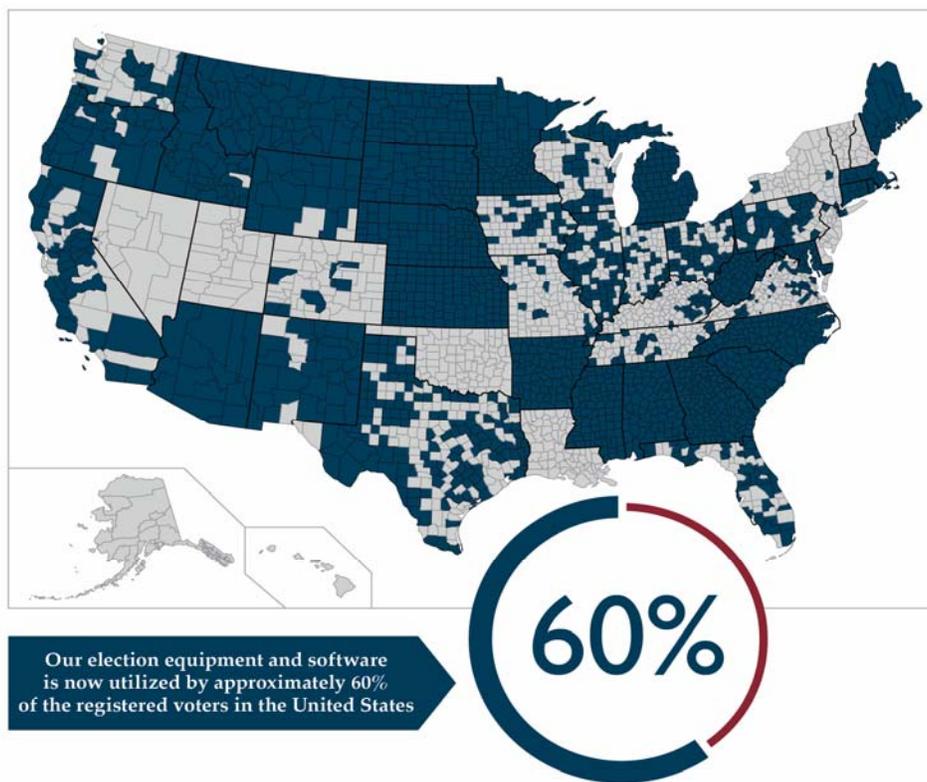
When making a decision that will impact you for the next 10-15 years, you must keep in mind the longevity and financial strength of the company you’re choosing. ES&S’ election-proven, fully integrated voting system and services provide a number of key advantages that no other vendor can match.

- **Proven Experience** – A deep understanding and proven experience in successfully managing elections and offering elections services to Rhode Island for nearly 20 years.
- **Low-Risk Solution** – With our vast experience in Rhode Island and knowledge of Rhode Island election laws, our team offers the safest and most risk-free solutions the state of Rhode Island.
- **Experienced Implementation Team** – A comprehensive system implementation plan, including a team unparalleled in experience with successfully installing statewide election solutions throughout the United States. ES&S has 23 successful statewide election partners.
- **In-State Presence** – Joe Vitale, our Rhode Island Manager, resides in Rhode Island and has been working in Rhode Island for 14 years. Joe’s experience and trust he has built in the Ocean State is

second to none and will provide invaluable during the implementation and first use of a new voting system.

- **Certified Proven Products** – ES&S is bidding the proven DS200 precinct based scanner. With more than 25,000 DS200's in use in 16 states and successfully tabulating millions of votes in jurisdictions like New York City, Miami and Minneapolis not to mention the states of Maine and Maryland, Rhode Island will be utilizing the industry's number 1 digital precinct solution..

Today, not only do we work with many of the same customers we've supported for more than three decades, but our business has grown to serve 41 states and includes more than 4,500 clients. From our humble beginnings supporting a handful of election administrators and voters in 1979, our election equipment and software is now utilized by approximately 60% of the registered voters in the United States (see the figure that follows; Jurisdictions Using ES&S Equipment and Software are shown in dark blue).



Years of service



States supported



Clients supported

These are just some of reasons why we will be here to support Rhode Island for years to come.

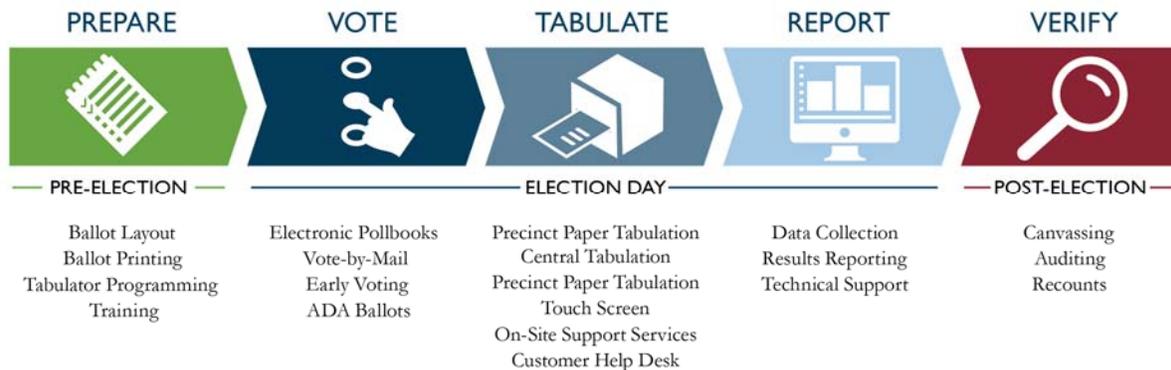
- **ENHANCED EFFICIENCY.** Beginning with ES&S’ state-of-the art Election Management System (EMS), Electionware, through mail out absentee, early and election-day voting, no other company has the end to end solutions which will significantly improve your capacity, ballot design and efficiency. ES&S’ patented Intelligent Mark Recognition (IMR) and Positive Target Recognition and Alignment Compensation (PTRAC) greatly enhances your process.
- **IMPROVE THE VOTER AND ELECTION STAFF’S EXPERIENCE.** The ES&S solution suite of the DS200, DS850, ExpressVote and Electionware were designed specifically with the end user in mind. No other system on the market is easier to set-up in the morning and close polls in the evening than the DS200, ExpressVote and DS850. We know, when polls are open on-time, zero tapes are printed ballots are scanned quickly and accurately followed by a smooth poll closing and results accumulation routine nothing more drives voter confidence in Rhode Island.
- **ENHANCE OVERALL OPERATIONS.** ES&S is proposing the election industry’s newest and most technically advanced voting system in the world. ES&S has completed successful installations for state boards of elections and international governments.

STRENGTHS AND BENEFITS OF THE ES&S TEAM

ES&S offers you corporate stability backed by a history of successful industry experience, unparalleled support team, highly qualified local experience, and, above all, project accountability. Additionally, **our large account and statewide implementation experience is the most extensive in the industry.** Large statewide installations are complex and unique and you need to have a partner who understands your unique needs, a partner like ES&S. Through our references, we provide very strong substantiation to our claim that the ES&S team is the most **qualified, experienced,** and **capable** partner. ES&S offers:

Strengths	Benefits
ES&S' financial strength	Capacity to scale our solution to Rhode Island's needs, providing a technically robust and financially responsible solution.
Standing relationships in the State of Rhode Island	Our experience as the voting system vendor for more than 18 years in Rhode Island allows us to hit the ground running.
Vote tabulation experience	39 years of ballot tabulation experience at your service. Our team has unmatched knowledge and experience preparing, maintaining and conducting elections in Rhode Island.
ES&S is the elections industry leader	Being number one demands accountability. Our commitment, dedication and credibility in the industry will give you great assurance that your elections will be accurate, safe and secure.
Experience with Rhode Island’s election rules and regulations	Familiarity with Rhode Island’s election processes and procedures was gained from our long-standing presence in the State. Our Rhode Island experience dates back to 1997.

KEY ASPECTS OF OUR SOLUTION FOR STATE OF RHODE ISLAND



The election-proven system we propose has been VSTL-tested and certified by the Election Assistance Commission (EAC). It has been used in binding elections throughout the United States. Our solution includes: **DS200[®] precinct scanner**, **DS850[®] high speed scanner**, **ExpressVote[®] universal voting device** and the **Balotar[®] ballot-on-demand solution**. These products are unrivaled in our industry.

DS200 PRECINCT SCANNER



ES&S' third-generation, leading-edge paper-based digital scanner combines the security, auditability, and voter confidence of paper ballot voting with the increased accuracy and flexibility of a digital image scanner.

Our DS200 digital precinct scanner provides the most accurate and reliable digital scan technology available. More than 25,000 DS200s are in use today by more than 650 jurisdictions in North America. Both your poll workers and voters will find the DS200 easy to set up and use. The DS200 is able to handle more than 9,900 precincts.

With the most accurate and reliable digital scan technology available, the DS200:

- ✔ **OFFERS GREATEST EASE OF USE.** The DS200 unit's unique lid-up, power-on approach allows the poll workers to easily open polls in one simple step.
- ✔ **BUILT-IN BACKUP BATTERY.** A backup battery to ensure uninterrupted voting is built into the DS200, eliminating the need for an add-on peripheral.

- **EXCEEDS ACCURACY STANDARDS.** Digital scanning technology that provides exceptional mark recognition capabilities. Our Intelligent Mark Recognition® (IMR) and Positive Target Recognition & Alignment Compensation® (PTRAC) routines are the **patented** and powerful basis for our certified products. **This is the reason we are able to say we have the most accurate scanning technology in the world.**
- **IDENTIFIES OVERVOTED, UNDERVOTED, AND MISMARKED BALLOTS.** Displays a warning message on the terminal's large text 12-inch LCD display and plays an audible alert. The DS200 accurately determines voter intent and significantly reduces the need for ballot adjudication
- **VSTL-TESTED MODEM OPTIONS.** Wireless modem transmission and capacity to send data via Secure File Transfer Protocol (SFTP). Some of our clients report statewide (unofficial) results in under an hour with this option.
- **PORTABLE TOTE BIN PROVIDES EASY, SECURE TRANSPORT.** The DS200's plastic ballot box can be fitted with a portable Tote Bin that rests in the bottom of the ballot bin. The Tote Bin captures the ballots in an orderly stack and provides the means to easily and securely transport the ballots back to Election Central after poll closing. If the Tote Bin is utilized, the maximum ballot capacity is 1,500 ballots.

EXPRESSVOTE UNIVERSAL VOTING SYSTEM



Complementing the DS200 is our universal voting system, the ES&S ExpressVote®. As a fully compliant ADA (Americans with Disabilities Act) voting solution, the ExpressVote enables each voter to cast his or her vote independently and privately. It combines paper-based voting with multiple user interfaces, including large, easy-to-read touch screen. The audio voting session includes the same multi-language options available to sighted voters. The ExpressVote prints a paper card summary of the voter's selections for tabulation on ES&S scanners.

All voters – with or without visual impairments, hearing issues, and/or physical disabilities – can vote autonomously. Key features include:

- **VOTE SESSION ACTIVATOR.** Election officials no longer have to guess the number of ballots to print - instead, an inexpensive Vote Session Activator™ card determines the ballot style presented on the touch screen.

- **LIGHT WEIGHT, EASY TO SET UP & USE.** The intuitive design offers streamlined simplicity. Once the voter has reviewed all selections made, the ExpressVote prints all contests and selections on the card, then returns it for the voter to insert into the DS200.
- **CONTROLLED & REDUCED COSTS.** The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace ink, toner, or drums – there are no consumables. Unused cards can be used in future elections. Reducing the need and expense for pre-printed paper ballots cuts traditional ballot printing costs significantly. ExpressVote makes budgeting for recurring expenses easy.

DS850 HIGH SPEED SCANNER



Our solution's centerpiece, the DS850 high-speed scanner and tabulator, is unrivaled in speed, accuracy, and ability to process folded ballots. Our digital-imaging solution allows for smooth, continuous ballot scanning from start to finish, which will save the State of Rhode Island valuable time in processing your mail-in ballots.

- **SPEED.** The DS850 is more than three times faster than any other central scanner in the election industry. The system can scan ballots of multiple sizes and handle folded and roughed-up ballots with ease. For example, the DS850 can scan 14-inch, double-sided ballots at the rate of 300 per minute. Even when you consider the time to load the hopper and unload the finished ballots, the DS850 will scan 10,000 mail-in ballots in an hour. Faster results can mean lower costs due to fewer resources necessary to accomplish the same task.
- **EASE OF USE.** The durable 15-inch color touch screen and user-friendly interface guide election workers through every step of the process. It is as simple as placing a stack of ballots on the scanner and pressing the Start button.
- **FLEXIBILITY.** With three separate sorter bins, you can determine whether you want to sort specific types of ballots for further review. The DS850 can separate out ballots with write-in votes, over-votes, or blank ballots without missing a beat.
- **ACCURACY.** ES&S' patented IMR and PTRAC technology ensure that ballots are read accurately and consistently, protecting voter intent and eliminating manual adjudication time.

BALOTAR COMPACT



The portable Balotar Compact Printing System® consolidates commercially available printing components with ES&S' proprietary software and hardware modifications, enabling the system to fulfill the demanding printing and audit needs of elections.

The Balotar Compact is a rugged printer that can be transported, along with an optional foldable lightweight cart and accessories, in the back of a van or hatchback. The printer's light weight and small size of the Balotar Compact eliminates costly manpower and transportation fees normally associated with moving larger on-demand systems between the storage and polling locations.

The system enables election staff to print the exact number of ballots needed for each vote center, based on Election Day turnout, increasing efficiency while reducing cost and waste.

Key Features

- Precision alignment feeder ensures maximum ballot readability
- Integrates with your voter registration system, providing an easy-to-use interface
- Eliminates ballot picking and pulling
- Print ballots as-needed
- Remove the risk of ballot shortages
- Automated email and fax capability
- Overlay capability
- Plug-and-play capability
- Automatic duplex capability for 19-inch ballots

ALL-INCLUSIVE SUPPORT FROM ES&S

- Installation, setup, and training
- Hardware and software maintenance
- Help Desk and Onsite Support
- All ballot stock and consumables

COST EFFICIENT

- Limit overtime costs
- Reduce temporary staffing needs for ballot processing and inventory
- Flexible fees to fit your budget

STRESS RELIEF

- Control pre-election ballot production
- No Election Day delays for ballot deliveries

- Ensure the correct ballot style for every voter
- Avoid ballot shortages
- UOCAVA and absentee ballots ready in an instant

ENVIRONMENTALLY FRIENDLY

- Eliminate waste from pre-printing too many ballots
- Lower energy use for ballot printing and shipment
- Reduce chemical use

AUTOMATED BALLOT MANAGEMENT

- Remove the need for organizing and storing mass quantities of ballots
- No more estimating how many ballots to order

ELECTIONWARE ELECTION MANAGEMENT SYSTEM SOFTWARE SUITE



The proposed Election Management System (EMS), Electionware[®], is our newest integrated solution. Electionware will allow the State to create the election, lay out the ballot, program the voting system configurations and media, and view the stored cast vote records and ballot images for the purpose of write-in resolution, and voter intent adjudication. It includes Election Reporting Manager[®] (ERM) for media and web reporting.

BENEFITS OF ELECTIONWARE INCLUDE:

- **EASE OF USE.** Electionware is an intuitive, easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows us to create, layout, and program your election much faster.
- **SINGLE USER INTERFACE.** The multi-function modules are delivered through a single user interface to better manage and streamline access to information. Common database and customer-specific settings provide seamless movement among modules, simplifying execution of key tasks.
- **MULTI-USER FUNCTIONALITY.** Multi-user Electionware functionality enables the State of Rhode Island to use authorized election personnel to simultaneously enter information for the DS200, ExpressVote, DS850, and Election Reporting Manager. Additionally, the multi-user functionality in Electionware allows multiple teams of Rhode Island election officials to simultaneously create election media.
- **SECURITY.** Electionware incorporates the very latest election security measures, including heightened audit controls and change management processes to ensure your election data is safe and secure.
- **ELECTION RESULTS REPORTING.** Election Reporting Manager (ERM) is ES&S' election results reporting program. ERM will generate paper and electronic reports for election officials, candidates, and the media. Report editing features enable the user to read data from a variety of scanners, customize report formats, and generate accurate election results.

Finally, our proposal provides the State with a tried-and-tested solution of services and support that includes:

- Implementation services for planning and analysis, design and development, deployment, and support of equipment and software, acceptance testing, and training.
- Hardware and software maintenance and license agreements throughout the term of contract.
- Pre-election, Election Day, and post-election support from a team of knowledgeable professionals ready to assist you 24/7.

Summary

ES&S' solutions include highly accessible technology for your voters and poll workers, comprehensive training and industry-leading project management methodology and technical support. In addition, our response presents the state of Rhode Island with a reliable, state-of-the-art vote tabulation system that will continue to meet the needs of Rhode Island voters well into the future. The Board of Elections staff will be enabled to conduct elections accurately and independently after our implementation and training plan is completed. Staff and poll workers will find our equipment easy to move and set up on Election Day, and convenient to store and maintain when the election is over. Our existing experience with Rhode Island's election laws and many key election specialists ensure a smooth and timely implementation. And, as always, our ES&S team of customer support and technical support experts lead by Joe Vitale will assist with any questions or concerns that may arise.

ES&S is a well-capitalized, professionally managed company that is committed to the long-term support of Rhode Island as well as the sustainment of a high-quality research and development program that supports current products and future voting technologies.

No other voting system vendor can match our long-term financial stability or our ability to deliver certified products and services that meet the needs of our diverse customer base. During the last decade, ES&S has completed successful installations of statewide election equipment and software systems in Alabama, Arkansas, Arizona, Georgia, Idaho, Maine, Maryland, Minnesota, Mississippi, Montana, Nebraska, New Mexico, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota and West Virginia.

Thank you for considering our response. We appreciate the opportunity to continue to work with the State of Rhode Island.



APPENDIX B: Mandatory/Minimum Requirements Compliance Matrix

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of State is soliciting proposals from qualified vendors to provide **VOTING EQUIPMENT SYSTEM** in accordance with the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at: <http://www.purchasing.ri.gov>.

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
<p><u>Mandatory Tabulation System Equipment Requirements:</u></p> <ol style="list-style-type: none"> 1. Ballot generation subsystem 2. 590 optical scan precinct count units with corresponding ballot boxes 3. 400 additional ballot boxes 4. Regional tabulation equipment at 39 sites 5. Central tabulation equipment sufficient to compile results as indicated in the request for proposals 6. Two mail ballot counting systems each with the ability to count approximately 250,000 ballots cast by mail ballot voters <p>Items 1-6 listed above are hereby referred to as "Tabulation System equipment".</p>	Yes	
<p><u>Mandatory Accessible Voting Equipment Requirements:</u></p> <ol style="list-style-type: none"> 1. 590 accessible voting units 2. Corresponding tables 3. Security covers 4. Any other ancillary equipment 	Yes	
<p><u>Mandatory Ballot On-Demand Printer System Equipment Requirements:</u></p> <p>Proposals will include separate quotes for:</p> <ol style="list-style-type: none"> 1. 50 ballot on-demand printer systems 2. 1,100 ballot on-demand printer systems 	Yes	
<p><u>Other Requirements:</u></p> <ol style="list-style-type: none"> 1. Proposed Tabulation System, accessible voting 	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
equipment, and ballot on-demand printer systems (collectively referred to as “System”) will include delivery, installation, implementation, support and maintenance of all components of the System, which includes, but is not limited to the hardware, software, firmware and associated equipment.		
2. Proposal will include a trade-in credit and disposal of the State’s current voting equipment. Currently, the State possesses: 693 precinct count units, 1,008 ballot boxes, 649 accessible voting units, and 645 accessible voting unit tables.	Yes	
3. The delivery timetable must be sufficient to allow for complete testing and set up so that the System is ready for use for the 2016 election schedule, commencing with the presidential preference primary to be held on April 26, 2016.	Yes	
4. Proposal will also include a full service agreement with the vendor for the term of the contract.	Yes	
5. The State is seeking proposals allowing for the option of purchasing, leasing with an option to purchase, or renting the System equipment. Proposals should include a price matrix describing the costs for each of these acquisition options and will be itemized by System component.	Yes	
6. Vendor acknowledges that the State reserves the right to not move forward with the purchase of individual components of the System.	Yes	
7. Vendor acknowledges that the State will rely on and will consider in evaluating proposals the expertise, experience, ability and capability of the vendor. Vendor must demonstrate proof of experience in the field of elections including but not limited to years of experience with optical scan systems. Vendor must have experience with a jurisdiction having the same or similar number of optical scan precinct count units as being provided in Rhode Island and having similar full service needs as the State of Rhode Island.	Yes	ES&S is the world’s most experienced provider of total integrated election management solutions. No other voting system vendor can compare to the financial stability and customer base of ES&S. ES&S is a well-capitalized, professionally managed company, capable of continuously sustaining high-quality development and support to our customers for the long term. With over 42 years of experience providing digital and optical scan voting systems, software, and services to customers, ES&S is the voting industry’s most experienced

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		<p>services, election media programming, early voting and Ballot on Demand print services, initial and recurring product training, equipment preventative maintenance, and voting supplies; all this coupled with other voting solutions that include absentee mail ballots, electronic ballot delivery and tracking for UOCAVA voters, electronic poll books, project management services, and Election Day support and results reporting.</p> <p>ES&S has provided statewide service for Rhode Island's tabulation system for more than 18 years. With this longstanding partnership with the State of Rhode Island, ES&S is knowledgeable about how Rhode Island ballots are programmed and elections are managed. The onsite Customer Service Manager for the State is a lifelong Rhode Island resident and has been running elections for the State for almost 14 years.</p>
<u>System/System Equipment Requirements</u>	Yes	
General Description		
1. The Tabulation System equipment, which includes coding and programming equipment; optical scan precinct count units; regional tabulation equipment; central tabulation equipment and; central mail ballot counting equipment, and accessible voting equipment and ballot on-demand printer systems will be in operation for any elections scheduled in Appendix "A" to be held after April 1, 2016, and for all other Title 17 (Rhode Island General Laws) elections for the term of the contract.		
2. All System equipment proposed is newly manufactured and not reconditioned or refurbished in any way.	Yes	All hardware equipment will be new and include the latest versions of software for the certified system.
3. The successful vendor will install, to the satisfaction	Yes	

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of the State Board of Elections and the Department of State, all System equipment hardware, software and firmware set forth by the vendor in "Implementation and Staff Qualifications" on page 27 of the request for proposals.		
4. All proposed System equipment is readily available, and similar systems are currently operating in other jurisdictions in an elections environment. Any responses proposing "future releases" of equipment will be considered non-responsive and eliminated from consideration.	Yes	
5. All System equipment provided to the State of Rhode Island under the terms of this contract is for the exclusive use of the State of Rhode Island during the term of the contract.	Yes	
6. The System components eligible for certification are certified as compliant with Elections Assistance Commission standards by a Voting System Test Laboratory (VSTL).	Yes	The applicable certification documents are attached as Attachment A .
7. At the end of the contract term, the State will have the ability, as applicable, to purchase all current hardware, software, firmware and licenses.	Yes	
8. The System supports a minimum of 459 polling places with the ability to add more polling places in the future. Vendor will supply additional precinct count units at a cost proportional to the cost of this proposal, pro-rated for the remaining years of the contract.	Yes	
9. All necessary programming and tabulation software will be provided to run the System in accordance with the required specifications. Any software updates during the term of the contract will not be charged to the State.	Yes	
Election Preparation 10. The vendor provides the State with all hardware, software, and firmware necessary to prepare and code all elections either with or without vendor assistance.	Yes	The proposed system includes Electionware, an intuitive, easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows us to create, layout, and program your election much faster.
11. The proposed System software provides the following general features:	Yes	Security is achieved through conforming to U.S. VVSG 2005 Standards, integrated

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<ul style="list-style-type: none"> • Security available at system level • Ability to store data from past elections and access that data • Audit trails that capture transmission of election results • Ability to work on multiple elections while maintaining individual election security 		<p>warnings and alerts, user roles, and data encryption and digital signatures.</p> <p>Electionware incorporates the very latest in election security, including heightened audit controls and change-management processes that are built in to make sure your election data is safe and secure.</p> <p>* Electionware requires users to enter a valid username and password prior to gaining access to the application. The username and passwords are stored in an encrypted database. Strong password methodology is used that requires the password to be at least 8 characters long and include at least one number, one uppercase letter, one lowercase letter, and contain no spaces.</p> <p>* The system administrator creates unique user IDs for each user allowed to log onto EMS workstations. Election personnel allowed access to the shared folder on the server receive a second unique share user ID and password. Users are assigned to user groups on the Windows server and workstations based on roles:</p> <p>* ElectAdmin – Election administrators</p> <p>* ElectDefine – Election personnel responsible for coding the elections</p> <p>* ElectResult – Election personnel responsible for election results processing</p> <p>* Shares – Election personnel allowed to access the shared folder on the server</p>

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		<ul style="list-style-type: none"> * Shutdown – Election administrators allowed to shut down the system * Depending on a user’s access rights, Electionware limits selections in the Manage module. Unavailable menu selections do not appear in the application interface. * Electionware saves a record of all user actions with username to the system audit log. * System security for Electionware limits casual access to system files but security also depends on sound practices at the election office. Officials are required to implement a strong physical and procedural security plan that limits access to Electionware to authorized personnel only. Election officials should also make sure that the PCs running Electionware remain secure before and after each election. * Electionware does not offer any data entry feature that can be used to alter programming. * The database data directory is only accessible by the operating system administrator group and not by the regular user role. * The database server accesses data through a service account, protecting data files from direct access. * On the Electionware database server: * All security access codes and SFTP user

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		tabulator. The incoming Election Media containing results are first sign-verified to ensure authenticity and then decrypted for results accumulation. Electionware has the ability to use data from past elections as well as built-in election and ballot templates to eliminate the need to re-enter date or re-create templates with each new election.
12. The ballot generation subsystem generates and maintains an administrative database containing the definitions and descriptions of political subdivisions and jurisdictions.	Yes	
13. The ballot generation subsystem includes all necessary provisions for security and access control.	Yes	
14. The ballot generation subsystem generates and maintains a candidate and contest database and can generate properly-formatted ballots and software for each precinct count voting unit and accessible voting unit.	Yes	
15. The ballot generation subsystem ensures that ballots are properly-formatted for each polling place within the jurisdiction.	Yes	
16. The ballot generation subsystem can create newly-defined elections, retain previously defined formats in that election, and can modify a previously-defined ballot format.	Yes	
17. The ballot generation subsystem allows for text that appears on multiple ballot styles to be entered into the system once and subsequently shared between ballot styles without the need to re-enter that information.	Yes	
18. The ballot generation subsystem includes ballot design features. Races and questions can be easily moved within and between front and back sides of the ballots. In addition, ballot text on races, candidates and questions can be easily modified.	Yes	
19. The ballot generation subsystem provides a location for the logical definition of the ballot, including the definition of the number of allowable choices for each	Yes	

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office and contest, and for the selection of various voting options.		
20. The ballot generation subsystem can generate sufficient distinct ballot formats to accommodate the requirements of the State of Rhode Island in conducting federal, state, and municipal elections on the same ballot.	Yes	Our system has the ability to support up to 9,900 ballot styles per election.
21. Ballots will contain identifying codes or marks uniquely associated with each ballot format.	Yes	
22. The ballot generation subsystem can program each System component (listed in #1 of this section) in accordance with ballot requirements for the election that will include a method for validating the correctness of the ballot requirements and the ballot requirements' installation in the equipment. The System can ensure that the software has been properly selected and installed for the election and that the software correctly matches the ballot formats that it is intended to process.	Yes	
23. The ballot generation subsystem can generate proofs of each ballot style on-site at the Department of State. Proofs will be exact replicas of the actual ballot to be voted upon, including ballot size, font size and layout of candidates, races and questions.	Yes	ES&S' ballot-production software can print ballot proofs in PDF format with the exact size and format of the ballots being outputted. These PDF files, once confirmed, are the proofs the printer will use to print both Vote-by-Mail and election production ballots. The ballot-production software can watermark proofs with text that will help differentiate ballot proofs from official Election Day ballots.
24. The ballot generation subsystem can generate ballots on-site at the Department of State. Ballots so generated must be readable by the precinct count unit, accessible voting unit and the central mail ballot counting unit. Ballots so generated can be printed, at the discretion of the Department of State, in addition to the ballots to be ordered for actual use as polling place and mail ballots.	Yes	The proposed system exceeds the State's specifications. To the benefit of the State, our ADA solution, the ExpressVote, does not require the State, or any of its jurisdictions to generate a pre-printed ballot. The ExpressVote uses blank card stock provided by ES&S at a fraction of the cost of a pre-printed ballot produced by a ballot generation system, a Ballot on Demand Printer, or by a third party printer. The ballot card used with the ExpressVote will reflect the actual voter selections and

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		<p>will be read by the precinct count unit and/or the central mail ballot counting unit.</p> <p>Additionally, the Electionware EMS software features and ExpressVote preview function. This feature allows the election creator to simulate the ExpressVote voting experience on the EMS computer. They are able to listen to candidate names, make selections, and perform actions just as if they were conducting a voting session on a physical unit. This feature is most often used while the election is being built, and makes testing of the physical device more efficient because potential improvements can be identified earlier in the pre-election process.</p>
<p>25. Ballots generated from ballot on-demand printer systems will be programmed so they will be read and tabulated by precinct count units and central mail ballot counting units, and read and marked by accessible voting units.</p>	Yes	Please see our response to the requirement above.
<p>26. With respect to equipment readiness tests, each precinct count unit, accessible voting unit, central mail ballot counting unit, ballot on-demand printer system, and all regional tabulating equipment and central tabulating equipment will have provisions for verifying their proper preparation for an election, and that hardware, software, and firmware are operating correctly. Diagnostics must identify and pinpoint any unit malfunctions.</p>	Yes	
<p>27. Each precinct count unit and accessible voting unit can be tested to verify that it is in correct operational status. Tests include, at a minimum, the production of a diagnostic test record indicating that there are no hardware, software or firmware failures; identification of the units and their designated polling place location; and that the units are ready to be activated for voting. Testing can be performed using a predetermined set of voted test ballots as determined by the State Board of Elections, and using all potential ballot layout</p>	Yes	<p>The ElectionWare Toolbox utility provides various options enabling the user to create test decks using various algorithms (e.g. vote for one, random, undervotes and overvotes). These algorithms have the capability to mark every race, or only those races selected by the user. Using Toolbox, the user can print an entire test deck of individual ballots based upon the ballot styles within the election. The system</p>

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		<p>are being scanned, or data is being written to the USB flash media when it loses power completely. When power returns, a recovery procedure allows voting to continue where it left off. The system’s integrated ballot box includes an auxiliary ballot bin for temporary storage of voted ballots until power returns.</p> <p>All votes and election configuration files are stored on an external USB flash drive (up to 8GB capacity drives are available). So if a critical terminal failure were to occur, poll workers simply transfer the flash drive to a spare DS200 unit and voting can continue uninterrupted. The DS200 backup memory and power supply ensure that no votes are ever lost because of power loss or equipment failure. In the event of a failure of the primary USB removable flash device, voter selections can be rebuilt from the ballots associated with this DS200.</p>
33. The ballot box secures voted paper ballots in a locked compartment(s).	Yes	
34. The precinct count unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours.	Yes	
35. All precinct count units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.	Yes	<p>The DS200 is designed and tested to withstand power surges, brownouts, lightning, and other transient current or voltage spikes without additional surge protection. The DS200 went through rigorous hardware testing at an EAC-certified Voting System Test Lab, NTS Huntsville, in September 2013 to qualify for certification by the Election Assistance Commission (EAC). The DS200 successfully passed a variety of electrical surge and disruption tests required by VVSG Volume 1 and Volume 2.</p>

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		<p>The DS200 backup memory and power supply ensure that no vote or audit data are ever lost because of power loss or equipment failure. During Electrical Supply Testing, required by 2005 VVSG 4.1.2.4, the DS200’s internal battery provided a minimum of 2 hours continuous use after failure of the unit’s power supply. The battery obtains its charge automatically from the system’s power supply with no poll worker intervention required to switch from AC to DC power.</p> <p>Results are stored to an external solid-state flash memory device (the USB flash drive) that prevents power surges or terminal malfunctions from affecting recorded results.</p>
36. Precinct count units and their components are designed so as to eliminate hazards to personnel or to the System equipment itself. System equipment is designed to meet or exceed the appropriate requirements of the Occupational Safety and Health Act (OSHA).	Yes	In accordance with EAC VVSG, Volume 1, Section 4.3.8a – 4.3.8.c, ES&S designs all voting systems and their components to eliminate hazards to personnel and to the equipment itself. The equipment design for personnel safety shall be equal to or better than the appropriate requirements of the Occupational Safety and Health Act, Code of Federal Regulations, Title 29, Part 1910.
37. The precinct count units can read ballots marked with blue ink, black ink, and in pencil.	Yes	The most prominent color the DS200 will read is black, but the DS200 will read most colors except for yellow and green, depending on the darkness of the markings.
38. The System allows the voter to place the marked ballot into the precinct count unit while providing for the privacy of the voted ballot during the time it is being handled by the voter.	Yes	
39. The System allows voters to initiate, at the precinct level, the optical scanning of ballots into a precinct count unit.	Yes	
40. The precinct count unit provides an audit trail that includes ballots marked by the voters, election night	Yes	The DS200 can print an audit log report (Event Log) that lists all events (errors,

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precinct printouts, and tabulating unit memory.		<p>alarm conditions, exceptions, and user-initiated functions) that have occurred on the system from the time an election worker inserts the unit’s memory device into the machine until it is removed. Each event appears in the audit record with a date and time stamp.</p> <p>The DS200 Event Log retains entries from all internal components capable of producing an audit log entry, including the power management board, the scanner hardware board, and the election processing firmware.</p> <p>For each action performed by the unit, and each tabulation input event, the reports display the date and time of the event and a message identifier. The Event Log also includes technical information about system actions, such as when Intelligent Mark Recognition (IMR) technology is activated for a submitted ballot, when the polls are opened or closed and when reports are printed.</p> <p>The device serial number is included at the start and end of each report.</p> <p>The DS200 System Log lists all of the scanner events that occur from the time you load your election definition USB flash drive into the scanner until you remove the flash drive after the election has been completed.</p>
41. The precinct count unit meets Elections Assistance Commission test standards for durability and drop tests.	Yes	
42. The precinct count unit incorporates appropriate physical barriers to prevent fraudulent manipulation of the vote recording, counting, and reporting processes.	Yes	ES&S has built-in numerous safeguards to prevent unauthorized use and tampering of the DS200 in storage or while in use at the

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<p>The design prohibits unauthorized access to any data associated with these processes.</p>		<p>voting location.</p> <p>The USB flash drive containing the election definition and election totals is secured under a locked panel. A provision for a wire seal within the USB port provides an additional level of security. The DS200 records errors and major events and tags these incidents with the date and time the incident occurred based on the DS200’s real-time clock settings. Audit trails are saved to the inserted USB flash drive. The Zero Report, which is printed before polls are open on Election Day, is used to indicate no tampering has been done to the vote totals.</p> <p>The DS200 also has the capacity for redundant storage of Election Day information. The USB flash drive used for redundant data storage is located in the back of the machine, and is sealed under a locked panel prior to Election Day.</p> <p>The DS200 has a laptop-style hinge display that doubles as a built-in security lid. Until this lid is unlocked and opened, there is no access to the paper path or other optical components. After poll workers mount the DS200 into the ballot box, a door on the ballot box hinges into place at the front of the DS200 and locks the DS200 unit into place. The ballot box is equipped with key locks that prevent access to the ballot compartments storing the paper ballots, the DS200 unit and the ballot slot. After poll workers close the polls, users cannot cast ballots without the proper ballot box keys and security codes to reopen the polls.</p> <p>The USB flash drive stores images of each</p>

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		ballot cast. To ensure security, the ballot images are stored with random names assigned to each ballot image file to protect voter anonymity. Image storage is an option set in Electionware. You can select to save all, save only images of ballots with write-ins, or don't save any images at all. The system automatically saves XML records of each ballot cast.
43. At the opening of the polls, the Tabulation System provides the poll worker with a means of activating the precinct count unit.	Yes	
44. All controls used by the voter and/or poll worker are conveniently located, using designs that are consistent with their functions, and are clearly labeled.	Yes	
45. The precinct count unit contains a public counter that clearly displays the number of ballots accepted and recorded.	Yes	<p>The DS200 has a public counter conveniently located on the large LCD display screen. After the DS200 scans and securely stores a marked paper ballot, the system displays a confirmation message for the voter and then increments the public counter to confirm that the ballot has been counted and the totals have been added to the USB removable flash drive.</p> <p>When the status barcode display option is enabled, the DS200 displays the QR barcode on the Public Count Information popup window. You can access this window whenever the Public Count banner is displayed.</p> <p>Press the Public Count icon to display the Public Count Information screen and the QR barcode that contains information about the health status of the DS200.</p>
46. The precinct count unit prevents more than one ballot at a time from being entered into the unit.	Yes	

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		<p>contest. The DS200 status report can be used to display the total number of write-in votes cast, among other statistics. Election officials can use Electionware EMS to view each ballot image as scanned by the DS200. The files can then be sorted by write-in and by precinct to allow for easy and efficient retrieval and recording of write-ins and subsequent review and adjudication by the write-in resolution board.</p>
<p>55. Ballots containing write-in votes are automatically identified and stored in a way that allows them to be counted separately while ensuring the privacy of the voter.</p>	<p>Yes</p>	<p>In the proposed system, write-in ballots are managed without the use of a separate compartment in the ballot box.</p> <p>When ballots are scanned, the DS200 can store a graphic image of every scanned ballot, including write-in text, on the system’s USB flash drive. When the scanner detects a write-in vote, the system stores the write-in ballot image under a special file name to identify the image as a write-in ballot.</p> <p>The DS200 can be programmed to ink a stamp on a ballot containing a write-in to facilitate subsequent review by the write-in resolution board. The stamp is a pink circle roughly half a centimeter in diameter.</p> <p>The DS200 status report can be used to display the total number of write-in votes cast, among other statistics.</p> <p>After the polls close, write-in ballots are removed from the ballot box following jurisdictional procedures with the other ballots. Results from the USB flash drives are accumulated in the Election Reporting Manager (ERM) software reporting application at Election Central. ERM enables the State of Rhode Island to print,</p>

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		<p>view, and display the results in media and summary level reports. The entire content of USB flash drive is archived on the EMS server. The write-in votes are recorded by the DS200 and counts of the number of write-in votes are included in all election reports by contest.</p> <p>Election officials can use Electionware EMS to view each ballot image as scanned by the DS200. The files can then be sorted by write-in and by precinct to allow for easy and efficient retrieval and recording of write-ins and subsequent review and adjudication by the write-in resolution board.</p>
56. The precinct count unit can immediately return to the voter an over-voted or unread ballot for voter correction.	Yes	
57. The precinct count unit allows an election official and/or voter to override the precinct count unit and accept a blank ballot, or an over-voted ballot, while allowing the offices and questions not over-voted to be counted by the precinct count unit.	Yes	<p>Through the Electionware Configure module, the DS200 can be programmed to detect and notify the voter when it encounters a blank ballot (other Electionware programming options are to “always accept” or “always reject” such ballots). The display will indicate that the ballot is blank and offer the voter two choices, Return or Cast Blank Ballot. The voter may choose to cast the ballot as is, or to have the ballot returned for correction.</p>
58. There is a ballot box at each polling place to receive and securely store the ballots; each ballot box restricts access to the ballots so that only authorized officials may access them.	Yes	
59. The precinct count unit is securely attached to the ballot box.	Yes	
60. The ballot box contains a lockable, accessible compartment for fully read and counted ballots.	Yes	
61. The ballot box contains a separate, lockable and accessible compartment that can receive ballots in the	Yes	

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absence of electrical power.		
Accessible Voting Equipment	Yes	
62. Accessible voting equipment complies with Help America Vote Act (HAVA), Americans with Disabilities Act (ADA) and Elections Assistance Commission (EAC) standards.		
63. One accessible voting unit will be placed in each of the polling places.	Yes	
64. The accessible voting unit plugs into a standard three prong, grounded electrical outlet.	Yes	
65. The accessible voting unit contains an internal battery power source that, in the event of loss of power, permits the unit to continue normal operations for a minimum of two consecutive hours.	Yes	The ExpressVote is equipped with an internal battery pack that provides sufficient capacity to allow continuous operation after loss of A/C power for at least four (4) hours.
66. All accessible voting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.	Yes	
Ballot On-Demand Printer Systems	Yes	
67. On-site, ballot on-demand printer systems can produce all ballot styles used in the State. Ballots can be one-sided and/or two-sided.		
Mail Ballot System	Yes	
68. The mail ballot system tabulates the same type of ballots used in the polling place.		
69. The mail ballot system includes high-speed mail ballot vote tabulation equipment.	Yes	
70. The mail ballot system can read mail ballots that have been fed in a random order.	Yes	
71. The mail ballot system can read mail ballots marked with blue ink, black ink, and in pencil.	Yes	The DS850 will reliably read marks of sufficient darkness made by almost any pen.
72. The mail ballot system can integrate into the regional tabulation and central tabulation systems for compiling tabulation totals.	Yes	

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73. The mail ballot system includes a user interface to securely access the administrative functionality of the unit as required for the setup, operation, and closing of the unit.	Yes	
74. The mail ballot system reads the ballots in all four orientations (top side up, top side down, header in first, footer in first).	Yes	
75. The mail ballot system accepts one-sided ballots and two-sided ballots.	Yes	
76. The mail ballot system identifies ballots that contain one or more over-votes.	Yes	
77. The mail ballot system identifies ballots that contain one or more write-in votes.	Yes	
78. All mail ballot counting units are protected from damage by power surges, brownouts, lightning and other transient current and voltage spikes.	Yes	
Election Tabulation and Report Generation 79. The State can, either with or without vendor assistance, set up or utilize the precinct count units, regional tabulation devices and central tabulation devices.	Yes	
80. The Tabulation System interprets the image of the voted ballot and assigns votes to the proper memory registers. This Tabulation System reliably reads ballots that contain vote marks meeting reasonable criteria for placement, size, and intensity. The rate of rejection of voted ballots does not exceed one (1) percent.	Yes	<p>The DS200 and DS850 employ two patented imaging technologies, Intelligent Mark Recognition®, and Positive Target Recognition & Alignment Compensation (PTRAC), to ensure that ballot target areas are read accurately and consistently, protecting voter intent and significantly reducing adjudication.</p> <p>PTRAC (Positive Target Recognition & Alignment Compensation) corrects for variations in ballot alignment and printing, allowing the DS200 and DS850 to zero in on the marking area as well as to digitally subtract the outline of the voting target to read only the voter’s mark.</p> <p>IMR then analyzes the marked pattern to</p>

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		<p>determine whether the mark is valid. It can detect checks, Xs and other marks even though the number of pixels contained in the mark would not exceed any reasonable threshold. Our competitors’ optical scanners require you to set an arbitrary pixel threshold to determine what counts as a mark.</p> <p>Instead, the DS200 and DS850 do the work for you. To determine which marks were intentional, sophisticated algorithms analyze the mark’s darkness (pixel density) and its directionality. Unlike less-sophisticated scanners, the DS200 and DS850 are not fooled by erasures or other stray marks and are not confused by lighter or thinner marks that would be missed by a simple threshold. IMR and PTRAC mean faster results for you and assurance for voters that their votes were counted as they intended.</p>
81. Precinct count unit memory devices used to retain election results programs can retain error-free data.	Yes	
82. The processing subsystem, which consists of the hardware, software, and firmware required to accumulate voting data for all candidates and questions within voting devices and to consolidate the voting data at a regional and central level, can maintain and generate multiple copies of audit records, detect and disable improper use of operation of the Tabulation System, and monitor overall status.	Yes	
83. The Tabulation System can maintain and readily display or print a systems log of all processes occurring during the election tabulation.	Yes	
84. Each precinct count unit can accommodate all ballot styles in the State.	Yes	The ES&S system can accommodate up to 9,900 ballot styles in a given election.
85. During the time the poll is open for the casting of ballots, the manner of obtaining the vote tally will not be visible or capable of being activated unintentionally.	Yes	

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86. At the close of polls, the precinct count unit can prevent the further counting of ballots. Until the proper sequence of events associated with the closing of the polls has been completed, the precinct count unit will not allow the printing of a report or the extraction of data.	Yes	
87. The precinct count unit contains all devices required to print audit record entries and results of tabulation. The information, including but not limited to audit logs, ballot images and any other information produced by the System will be the sole property of the State.	Yes	
88. The precinct count unit produces at least five (5) hardcopy printed reports of the votes cast at the polling place.	Yes	
89. A printed report and electronic memory will also be stored and provide date and time audit trails. Said reports can be reprinted.	Yes	
Regional and Central Tabulation 90. The Tabulation System stores the precinct tally on a nonvolatile electronic memory device that can be easily transported, accessed, and counted by an electronic device so that municipal, regional or statewide vote totals can be electronically calculated by combining individual precinct tallies. It will not be necessary to enter individual precinct tallies by hand into a regional or central computer or device for the purposes of producing the municipal, regional, or statewide tally.	Yes	
91. After the close of polls, the regional tabulation system and central tabulation system can print vote totals for all precincts counted up to that time. Such printout results will state the number of precincts counted and the percentage of precincts reporting.	Yes	
92. The regional tabulation system and central tabulation system include report generators for producing output reports at the regional and statewide level with provisions for administrative subdivisions as may be required by Rhode Island law.	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
93. Precinct count unit memory devices can be transmitted to regional tabulation centers at each of the 39 municipal boards of canvassers, or to the statewide tabulation center, where the devices can be read and tabulated. The Tabulation System also securely transmits precinct results to a regional or statewide tabulation center.	Yes	
94. During a statewide election, the totals from each city/town hall or precinct will be securely transmitted to a central tabulation center (State Board of Elections) and/or a city/town hall.	Yes	
95. All data collected at the precinct, regional and central tabulation levels can be exported to an electronic storage device in a variety of formats. Data will be the sole property of the State.	Yes	
96. Vendor provides and installs hardware, software, and firmware for the central tabulation site and regional tabulation sites, provided, however, that electrical outlets, telephone outlets and Internet connection will be the responsibility of the regional or central site.	Yes	
97. Vendor ensures that central and regional hardware, software, and firmware are in proper working condition before each election in which it is to be used.	Yes	
<p><u>Full Service Requirements</u></p> <p>Programming and Coding</p> <p>1. Vendor will provide a sufficient number of technicians to enter all data and information required for the programming and coding of ballots to be used in Rhode Island. This data entry will include all information necessary for ballots to be printed for each election, including but not limited to voting districts, ballot styles, candidates, races, questions, and any other information required for the preparation of a ballot.</p>	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
2. Vendor will perform required programming, coding, and/or data entry on-site at the Department of State. For elections other than those listed in Appendix "A", the vendor may perform required programming, coding, and/or data entry at a location chosen by the vendor and the Department of State.	Yes	
3. Vendor will provide assistance on-site at the Department of State during the programming and coding process for preparation of precinct count unit memory devices, and generation of ballot proofs. Vendor will also provide local, on-site assistance as needed for ballots printed on-demand.	Yes	
4. Vendor will provide a qualified/certified technician, who will be present in the State of Rhode Island for the term of the contract, for the purpose of assisting with programming, coding, ballot generation, precinct count unit preparation, accessible voting unit preparation, central mail ballot counting unit preparation, ballot on-demand printer system preparation and result tabulation and certification.	Yes	
5. Vendor will perform all necessary diagnostics and testing on the equipment necessary for the programming and coding of ballots, the generation of ballot proofs and ballot on-demand printing, and the preparation of precinct count unit memory devices, mail ballot counting devices and accessible voting units prior to each election in which said equipment is to be used.	Yes	
Precinct Count Unit and Accessible Voting Unit 6. Prior to each election, the vendor will conduct any pre-election testing necessary to ensure the accurate operation of each precinct count unit and accessible voting unit. Vendor will perform pre-election testing under the supervision of, and according to regulations established by the State Board of Elections. Vendor will conduct pre-election testing at the facility determined by the State Board of Elections.	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
7. Vendor will test each unit to confirm information contained on each device coincides with information necessary for a particular polling place. Vendor will also test each precinct count unit to confirm that each unit is able to read and record votes cast on a set of voted test ballots prepared by the vendor. Vendor will also test each accessible voting unit to confirm information contained in each unit coincides with information necessary for a particular polling place. The precinct count units and accessible voting units can operate with an aggregate failure rate of one (1) percent or less for all units deployed during acceptance testing, mock election, and Election Day. Testing procedures are to be conducted under the supervision of, and according to regulations established by the State Board of Elections. The vendor will record the activities of these testing sessions on forms prescribed by the State Board of Elections. Testing will begin no sooner than twenty-eight (28) days before the election and will end not later than the third (3 rd) day before the election. Vendor will provide sufficient technicians so that up to seven (7) tests can be conducted simultaneously.	Yes	
8. Vendor, with the State Board of Elections, will prepare and check each precinct count unit and accessible voting unit to ensure that all consumables and equipment necessary for operation of units are properly installed and of sufficient quantity to allow for the entire conduct of the election.	Yes	
9. Vendor, with the State Board of Elections, will seal precinct units and accessible voting units.	Yes	
Election Day 10. Vendor will provide and maintain a complete supply of necessary replacement parts for use on Election Day as needed.	Yes	
11. Vendor will provide on-site post-election support for any ballot recounts required under state law.	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
12. Vendor will make available any and all staff who may be called to testify on the preparation and conduct of the election during hearing proceedings.	Yes	
Return, Storage and Maintenance of Equipment 13. It will be the responsibility of the vendor to retrieve any equipment related supplies from municipal boards of canvassers, as determined by the State Board of Elections, and return them to the State Board of Elections' storage facility.	Yes	
14. All units will be stored, prepared and tested at a location designated by the State Board of Elections. The vendor will have appropriate access to and maintain appropriate access controls for, the storage area of the facility designated by the State Board of Elections.	Yes	
15. Vendor will be responsible for the pre-election preparation and post-election maintenance of the precinct count units, accessible voting units, ballot on-demand printer systems and central mail ballot counting equipment. At the conclusion of each statewide election, the vendor will inspect and make any and all necessary repairs and replacements to the voting equipment and certify to the State Board of Elections that all equipment is in good working order. Inspection procedures, replacement parts, and dates performed will be recorded and kept on file in a manner to be determined by the State Board of Elections.	Yes	
Training 16. Vendor will train on-site, up to two (2) members of the staff of the Department of State, as determined by the Department of State, in the coding and data entry necessary for laying out the ballot, generating the ballot and programming the corresponding device. Vendor will provide re-training, as needed, before each statewide election cycle.	Yes	

Mandatory/Minimum Requirements	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ If Responding "Yes" and Exceeds Specifications, Provide Specifications
17. Vendor will train on-site, up to five (5) members or staff of the State Board of Elections, as determined by the State Board of Elections, for the purpose of setting up the precinct count units, accessible voting units, and ballot on-demand printer systems for use at special elections. Vendor will provide re-training, as needed.	Yes	
18. Vendor will train on-site, up to five (5) members or staff of the State Board of Elections, as determined by the State Board of Elections, and two (2) members or staff of each municipal board of canvassers, as determined by each municipal board of canvassers, for the purpose of operating applicable central or regional hardware, software and firmware, including ballot on-demand printer systems. Vendor will provide re-training, as needed, before each statewide election cycle.	Yes	
19. Vendor will train up to three (3) members or staff of each municipal board of canvassers, as determined by each municipal board of canvassers, at a seminar conducted by the vendor. Seminars will provide instruction with respect to the procedures for the opening and closing of the precinct count unit and accessible voting unit at the polling place. Vendor will offer one (1) seminar prior to a presidential preference primary, statewide primary, or in the event there is no statewide primary, prior to the statewide general election.	Yes	
20. Vendor will provide ten (10) public voting equipment demonstrations before the first presidential preference primary, first statewide primary and first general election the equipment is in use. Vendor will provide demonstrations at locations and according to the schedule provided by the Department of State and the State Board of Elections.	Yes	
21. Vendor will provide to the Board of Elections a checklist for poll workers to utilize on Election Day with respect to the steps and procedures necessary for the opening and closing of the polls.	Yes	

TECHNICAL PROPOSAL

SYSTEM/SYSTEM EQUIPMENT EVALUATION

GENERAL

1. Identify the names and/or model numbers, if applicable, for the following:

- Coding and programming equipment
- Precinct count unit
- Regional tabulation equipment
- Central tabulation equipment
- Central mail ballot counting equipment
- Accessible voting equipment
- Ballot on-demand printer system equipment

ES&S RESPONSE

EVS 5.2.0.3 Voting System		
Coding and programming [Election Management System (EMS)]	Electionware	4.6.1.0
	Event Log Service	1.5.5.0
	Removable Media Service	1.4.5.0
	Election Reporting Manager (ERM)	8.11.1.0
	ExpressVote Previewer	1.4.0.0
Precinct count unit	DS200 Precinct Tabulator	2.12.0.0
Regional tabulation equipment, Central tabulation equipment and Central mail ballot counting equipment	DS850 Central Tabulator	2.10.0.0
Ballot on-demand printer system equipment	Balotar	3.0.5.1
Accessible Voting Equipment	ExpressVote	1.4.0.0

2. Vendor must provide the following information for verification of completion of VSTL certification:

- Name, address, and telephone number of VSTL performing certification test
- Date of certification

ES&S RESPONSE

The base system, EVS,5.2.0.3, was VSTL tested by:

National Technical Systems (NTS)
7800 Hwy 20 West
Huntsville, AL 35806
256-837-4411

Date of VSTL Certification: July 22, 2015

Additional components not part of the Election Assistance Commission's certification process, including wireless transmission of election results were VSTL tested by NTS and certified August 21, 2015.

3. Provide a flow chart of the entire System and how each component integrates into it.

ES&S RESPONSE

Please see **Attachment B** for a flow chart of the system.

4. Describe any components of your system that are not part of the Elections Assistance Commission's certification process including but not limited to the wireless transmission of election results.

ES&S RESPONSE

The following components are not part of the EAC's certification process:

- Electionware Toolbox – provides ballot test decks for L&A testing
- Modem transmission of results from the 9 towns with DS200's with wireless modems to the Central Tabulation Equipment (Voting System Test Lab (VSTL) Tested)
- The Firewall and Communications Server at the State Board of Elections that will receive the DS200 results transmissions from the DS200's with wireless modems at the 9 towns (VSTL Tested)
- The remote connection of Election Reporting Manager workstations at the 30 Regional Tabulation Equipment sites. The Election Reporting Manager application used at the Regional Tabulation Equipment sites is EAC certified.
- Ballot-on-demand Balotar printers
- Small and medium-sized font for printing on ExpressVote vote summary cards.

5. Vendor must provide systems operations and maintenance manuals, as well as training manuals. These manuals will include, but not be limited to the Technical Data Package, coding and programming systems, precinct count units, mail ballot counting units, regional tabulation units and central tabulation units, accessible voting units, ballot on-demand printer systems, testing procedures, poll worker operations, and voter education. List titles of manuals submitted.

ES&S RESPONSE

ES&S acknowledges and will comply. ES&S will provide all systems operations and maintenance manuals, as well as training manuals, as described above. Please see **Attachment C** for all manuals.

- ES&S DS200 Precinct Scanner Pre-Election Day Manual
- ES&S DS200 Precinct Scanner Election Day Manual
- ES&S DS850 Central Scanner Pre-Election Day Manual
- ES&S DS850 Central Scanner Election Day Manual
- ES&S Election Reporting Manager Pre-Election Day Manual
- ES&S Election Reporting Manager Election Day Manual
- DS200 System Maintenance Guide
- DS850 Maintenance Guide
- ES&S ExpressVote Maintenance Guide
- DS200 Operator's Guide
- DS850 Operator's Guide
- ExpressVote Operator's Guide
- Electionware Volume I: Administrator's Guide
- Electionware Volume II: Define User's Guide
- Electionware Volume III: Design User's Guide
- Electionware Volume IV: Deliver User's Guide
- Electionware Volume V: Results User's Guide
- Election Reporting Manager User's Guide
- Balotar Operator's Guide

ES&S agrees to work with the State to develop public outreach/voter education materials and media to best meet the needs of the State. Examples of typical programs and materials we have implemented include:

- How-to pamphlets and posters
- Voting quick-start guide for the DS200
- Printed promotional mailers
- Public Service Announcements PSAs
- Interactive “How-To” videos for the DS200
- Interactive “How-To” web-based multimedia
- Mobile demonstrations of voting equipment
- Public demonstrations of voting equipment (in conjunction with voter registration drives)

6. Provide the operating environmental range, including minimum, maximum, and normal expected operating temperatures and humidity levels, for the following:

- Coding and programming equipment
- Precinct count unit
- Regional tabulation equipment
- Central tabulation equipment
- Central mail ballot counting equipment
- Accessible voting equipment
- Ballot on-demand printer system equipment

ES&S RESPONSE

All proposed devices have been designed to meet or exceed 2005 VVSG requirements for performance in a wide range of climates and humidity levels without ballot jams or other malfunctions. Following are the environment operation requirements for each device:

EVS 5.2.0.3 Voting System		
Coding and Programming equipment	Electionware and ERM	Temperature 41 to 95 degrees Fahrenheit Humidity 20% to 80% (non-condensing)
Precinct Count Unit	DS200 Precinct Tabulator	Temperature +60 to +100 degrees Fahrenheit Relative Humidity 10% to 50% Relative Humidity Pollution Degree 2 for the ambient environment



		Indoor use only Ordinary Protection (not protected against harmful ingress of moisture)
Regional tabulation equipment, Central tabulation equipment, and Central mail ballot counting equipment	DS850 Central Tabulator	Temperature 50 to 95 degrees Fahrenheit Relative Humidity 10% to 88% RH Pollution Degree 2 for the ambient environment Indoor Use Only Ordinary Protection (not protected against harmful ingress of moisture)
Universal Voting System	ExpressVote	Temperature 60 to 100 degree Fahrenheit Relative Humidity 10% to 50% RH Stored and operated in a Pollution Degree 2 ambient environment Indoor Use Only - climate controlled facility conditions Ordinary Protection (Not protected against harmful ingress of moisture)
Ballot on-demand printer system equipment	Balotar	Temperatures from 50 to 89.6 degrees Fahrenheit Humidity from 20 to 80% relative humidity.

7. Describe all ballot design features and potential ballot layouts.

ES&S RESPONSE

ES&S' ballot layout software supports a standard 8.5-inch wide ballot that has 24 columns of potential oval positions on each ballot side and is available in 4 different lengths each having the potential of different row densities.

The ES&S system can accommodate up to 9,900 ballot styles in a given election definition. The length of the ballot that is supported by the ES&S tabulation equipment includes 11-, 14-, 17-, and 19-inch ballots.

Electionware's Paper Ballot design tool, which is part of the software's Design module, would give Rhode Island jurisdictions a flexible and innovative ballot layout system capable of grid-portrait, grid-landscape, and multicolumn-portrait or landscape ballot types.

Paper Ballot has the ability to place up to 2,184 voter targets per side, as well as numerous font, header shading, text, and rotational options. In a column-portrait format, users can create various-sized columns.

For example, ballot sides can be set from one to four columns wide, and narrow columns can be mixed with wider columns.

Our systems employ a high degree of ballot creation flexibility to support the various jurisdiction rules of current and potential customers. Electionware provides complete control over items such as ballot sizes and density, stubs and perforations, number of ballot rows and columns, ballot orientation, text and graphic placement, watermarks, ruling lines, and margins.

Electionware also provides complete typographic control over all ballot text, including font face, font style, font size, line size, strikeout, underline, text color, margins, ruling lines, alignment, text rotation, font kerning, relative and absolute placement, background color, and more.

Electionware provides controls over ballot components, including Office Titles, Candidates, Parties, Write-Ins, Questions/Referendums, Office Headings, Column Headings, Instructions, Stubs/Perforations, and Graphics.

Paper Ballot can be used to create electronic PDF ballots for ES&S ballot services or for a local printer that uses your layouts to print official ballots.

The following printed ballot dimensions are supported with the standard ballot width of 8.5 inches.

Ballot Length	Oval Positions per Column	Ovals per inch in column	Available Ovals/Side
11"	38	4	912
11"	50	5	1200
14"	41	3	984
14"	50	4	1200
14"	65	5	1560
17"	50	3	1200
17"	62	4	1488
17"	81	5	1944
19"	56	3	1344
19"	70	4	1680

19"	91	5	2184
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ACCESSIBLE BALLOT

Electionware’s single, relational database means that ExpressVote’s on-screen and audio ballots are created efficiently and contain the exact data as the paper ballots. Users design both paper and accessible ballots simultaneously in the Paper Ballot module and then can adjust the presentation of the accessible ballot in the Accessible Ballot module. The Accessible Ballot module also allows user to utilize a previewer so they can ‘virtually’ preview their ExpressVote ballot via the Electionware PC.

8. Given that there is an indicated space to mark the ballot in order to cast a vote, describe how much of the allocated space for the mark is necessary to be filled in order for a vote to be read; the size of the area in which a voter can cast a vote that can be read; and the size of the space outside of the prescribed marking area in which a vote will still be recorded. Attach individual ballots containing a sample of each of the votes that can be read as described in this section.

ES&S RESPONSE

The DS200 and DS850 employ two patented image scanning technologies, Positive Target Recognition & Alignment Compensation (PTRAC®) and Image Mark Recognition (IMR®), to quickly and accurately discriminate between valid voter marks (including X’s and √’s) and extraneous ballot elements such as smudges, spills and perforations.

The DS200 and DS850 use a two part vote detection process to read a wide variety of marks for voter intent.

1. Digitally “clip” a rectangle 32 pixels long X 24 pixels tall (0.16” x 0.12”) around each target oval. (1 pixel = 0.005”)
2. Locate the oval inside that rectangle (the region of interest), and count the black pixels inside that oval. (243 pixels per oval)

There must be at least 15 black pixels inside the oval for IMR to run. IMR looks for groups of pixels inside the oval for mark detection. As few as 28 (0.00078 square inches) pixels can trigger a vote with IMR if they form the proper pattern.

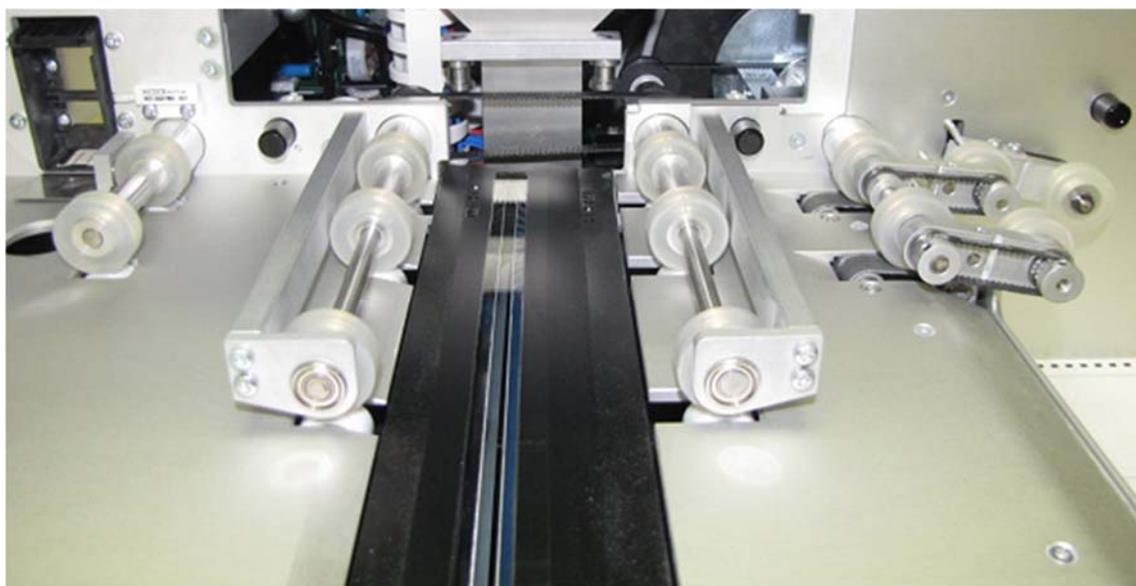
The size of the area in which a voter can cast a vote that can be read is the area inside of the oval (.118” X .079). There is no size of space outside of the prescribed marking area in which the vote will still be recorded.

Please see **Attachment D** for sample ballots as described above.

9. Describe if a voted ballot that contains a crease or other type of fold mark can be read by the precinct count unit and the central mail ballot counting unit. Attach individual ballots that can be read by a precinct count unit and central mail ballot counting unit containing a sample of creases and fold marks.

ES&S RESPONSE

Yes, a voted ballot that contains a crease or other type of fold mark can be read by the precinct count unit and the central mail ballot counting unit. Both the DS200 and DS850 have been uniquely designed to accept ballots that have been folded. The paper transports on both scanners safely guide previously folded ballots through the read heads to avoid paper jams or misreads and the scan speed approaches the processing speed for unfolded ballots. The DS850 uses a patented technology known as TruGrip™, to provide constant contact with each ballot. By using 22 axled, double-rollers, full control of the ballot is ensured from start to finish. A close-up of the DS850 TruGrip rollers is shown below:



Sample ballots are attached as [Attachment E](#).

10. Describe what security measures are available to protect the operating system, application programs and data on all System equipment from unauthorized change.

ES&S RESPONSE

From concept to construction, ES&S adheres to industry-leading standards for quality and security.

Designed and federally certified to meet the rigorous security standards of the 2005 Voluntary Voting System Guidelines, the operating system controls, limits, and detects unauthorized access to all critical system components. The system also implements state-of-the-art safeguards against losses of system integrity, availability, confidentiality and accountability.

ELECTIONWARE

Electionware incorporates the very latest in election security, including heightened audit controls and change-management processes that are built in to make sure your election data is safe and secure.

- Electionware requires users to enter a valid username and password prior to gaining access to the application. The username and passwords are stored in an encrypted database. Strong password methodology is used that requires the password to be at least 8 characters long and include at least one number, one uppercase letter, one lowercase letter, and contain no spaces.
- The system administrator creates unique user IDs for each user allowed to log onto EMS workstations. Election personnel allowed access to the shared folder on the server receive a second unique share user ID and password. Users are assigned to user groups on the Windows server and workstations based on roles including election administrators, personnel responsible for coding the elections, personnel responsible for election results processing, personnel allowed to access the shared folder on the server, and election administrators allowed to shut down the system.
- Depending on a user's access rights, Electionware limits selections in the Manage module. Unavailable menu selections do not appear in the application interface.
- Electionware saves a record of all user actions with username to the system audit log.
- Electionware does not offer any data entry feature that can be used to alter programming.
- The database data directory is only accessible by the operating system administrator group and not by the regular user role.
- The database server accesses data through a service account, protecting data files from direct access.
- On the Electionware database server:
 - All security access codes and SFTP user passwords are stored using AES encryption using an election specific AES key.
 - Using system hardening scripts the Postgres data directories are protected from users and are accessed only by the non-administrative Postgres service user account.
 - The final access permissions for a shared resource are determined by considering both the NTFS permissions and the sharing protocol permissions, and then applying the more restrictive permissions.
 - The SFTP user account passwords are exported to the SFTP server in an XML and all the passwords are stored as SHA-256 hashes in the XML.
 - The security access codes setup in Electionware is sent to the tabulators on a Qualification Media in the form of SHA-256 hashes.

- During election creation, a unique FIPS RNG generated AES key and an election-specific Public/Private key pair are generated. The election definition sent to the devices on the Election Media is encrypted using a password based derived key of the Election Access Code and signed by the election specific private key.
- The election-specific AES key sent to the tabulators on the Qualification Media is used to encrypt data from the tabulators to the EMS. In addition to encryption, all encrypted data is further signed using a machine-specific private key generated during the Qualification process on the tabulator. The incoming Election Media containing results are first sign-verified to ensure authenticity and then decrypted for results accumulation.

ELECTION REPORTING MANAGER

- Election Reporting Manager saves a record of all significant user actions to the ERM system audit log and also writes all audit log entries to the secure Windows Event Log.
- The aggregation of data is access-code controlled and can be locked out until re-enabled by an administrator.
- Access to the ERM application is controlled by the System Administrator assigned access rights as documented in the ES&S System Security and System Hardening documents.
- System security for Election Reporting Manager limits access to system files and election results but system security also depends on sound practices at the election office. Officials should limit access to Reporting Manager and election results to authorized personnel only. Election officials should also make sure that the PC running Reporting Manager remains secure before and after each election. Access to election results generated in Reporting Manager should be regulated and officials should compare election reports generated in Reporting Manager to scanner totals in order to make sure that final results are consistent with the results from ballot scanning equipment.
- Officials should retain all paper ballots and election results USB memory devices to ensure system security and provide audit trail for forensic investigation.

DS200

When the carrying case, including the DS200, is installed on top of the ballot box, an additional carrying case lock and five seal positions are available to secure the scanner and box from tampering prior to poll opening. The design of the plastic ballot box makes it easy for a poll worker to re-lock and re-seal the DS200 when required.

The DS200 system continuously evaluates whether the hardware and firmware are executing only in the authorized fashion. Any deviations from this execution due to tampering or system issues are immediately logged and reported to the user via the touch-screen interface and the machine Events Log.

The DS200 Events Log report lists all system events (errors, exceptions, and user-initiated functions) from the time an election worker inserts the unit's removable USB memory device until the memory device is removed. Each event appears in the audit record with a date and time stamp.

A user can view the Events Log on the DS200 or print the contents on the thermal printer built into the machine or from the Electionware EMS after a user has closed the polls and transferred the data from the memory device to Electionware.

Additional security measures that prevent improper use include:

- Electionware and the DS200 share a robust Digital Signature and access code security feature. This feature provides a high level of security for data transferred between the election management software and the DS200. This system utilizes a public and private key management and security process which includes access code protection to prevent unauthorized access to critical system functions.
- Administrative menus cannot be accessed without a system access code.
- The system is pre-programmed to allow only three sign-in attempts before the password and login are disabled.
- The on/off switch for the DS200 is secured behind a locked door. Someone tampering with the system would have to secure the correct key to open the access door, and then enter the correct password.
- The USB flash drive stores images of each ballot cast. To ensure security, the ballot images are stored with random names assigned to each ballot image file to protect voter anonymity. Image storage is an option set in Electionware. You can select to save all, save only images of ballots with write-ins, or not save any images at all. The system automatically saves XML records of each ballot cast.
- Security seals and locks can be placed to indicate if tampering has taken place.
- ES&S designed voting system hardware, including the DS200 tabulator, is designed as a single purpose device with no ability to overwrite or change the election definition or system firmware by interfacing with the device once an election official installs election programming.
- ES&S software digitally signs every cast vote record and the package of cast vote records captured by the DS200 tabulator. Additionally, ES&S application software exceeds the VVSG requirement by placing a digital signature on all data sent to the DS200 tabulator on removable media (from the EMS PC) and all data returned from the DS200 tabulator on removable media (to the EMS PC).
- ES&S employs strong AES-128 and AES-256 encryption to FIPS 140-2 standards using the RSA BSAFE Library with ECDSA (Certificate 1058).

DS850

DS850 security features ensure the highest level of physical and system-level security for the central count environment:

- Data and system validation. The DS850 provides easy validation for all resident firmware against certified versions and generates detailed audit and event logs to support system vetting. In addition, it validates and accepts only data that contains the proper digital data encryption and signing.

- Strong physical access controls. The DS850 secures all data ports behind clear plastic lockable and sealable access doors to protect access and allow election officials to easily detect unauthorized access. All critical hardware components can be locked and sealed, as well. The DS850 logs when the imaging heads are accessed. It provides additional alerts and logs access to the back service door.
- Role-based access codes. The DS850 provides access codes that allow access for operator and administrative roles. Access code protection is configurable to protect all operations of the applications. Pass codes are required to access all critical functions, including Election Administration, Processing Modes, System and Hardware Maintenance, and Results functions. Supervisor functions are limited to the controls provided in the system menus.
- Full logging for complete auditability. The DS850 provides options for both real-time printed and electronic logging of all activity performed, with the ability to reprint logs on demand or export electronic logs for complete review. The DS850 logs all pass code attempts, whether successful or failed, to the digitally signed audit log. In addition, all user actions (such as administrative selections and open and close poll events), whether successful or failed, are written to the audit log. Only the DS850 system can create, read, modify, and delete the audit log/inventory as the user interface is locked out of this functionality. All low-level access to the file systems is protected.
- Digital encryption and signing of key files. The DS850 uses digital encryption and signing of key configuration and data files for complete integrity of the election and results. All DS850 data is signed with FIPS-compliant digital signature algorithms. All data generated is also signed so the program receiving the data can validate it.
- Protection against improper configuration. The system functions will not execute if it is improperly configured.
- Redundancy. The DS850 provides the ability to backup vote data to a USB media device to complement the retention of paper ballots and proper election procedures by election officials as a redundant means of providing system security
- DS850 network security. When multiple DS850 tabulators are networked in their closed configuration, each DS850 is assigned a unique user ID and password on the SFTP Server.
- Cast Vote Record security. Cast Vote Records (CVRs) can be written to election media for backup purposes without aggregating vote data for reporting purposes. This prevents data from being read into the EMS system for the purposes of reporting. The aggregation of data is access-code controlled and can be locked out until re-enabled by an administrator. All CVRs are digitally signed and are encrypted when exported via USB media or network.

ExpressVote

- Operating Software provides security access controls to limit or detect access to critical system components and to guard against loss of system integrity, availability, confidentiality, and accountability.

- System functions are only executable in the manner and order intended, and only under the intended conditions.
- Hardware is designed to protect against tampering during system repair or interventions in system operations.
- System access during equipment preparation, testing and operation is limited by physical locks and access code.

Security safeguards cannot be bypassed or deactivated during system installation or operation.

BALOTAR

The Balotar has several levels of security to protect against unauthorized use:

- Two levels of password protection for the ePOD laptop
 - Windows login
 - Balotar print service log in
 - Once logged into the system, it will report on all ballot printing activity by that operator
 - The State or jurisdiction can dictate the level of password security they wish to implement for their workers
- Ballot Encryption
 - All ballot PDF's stored on the system for printing are encrypted can only be printer via the Balotar software, thereby preventing unauthorized printing of any ballots

11. Describe the method(s) of testing the following equipment to ensure its efficient operability during an election:

- *Coding and programming equipment*
- *Precinct count unit*
- *Regional tabulation equipment*
- *Central tabulation equipment*
- *Central mail ballot counting equipment*
- *Accessible voting equipment*
- *Ballot on-demand printer system equipment*

ES&S RESPONSE

CODING AND PROGRAMMING EQUIPMENT

The Electionware software is designed to assist and validate the correctness of election programming during the user's data entry workflow. If required fields are missing as the election is programmed, Electionware will

notify the user with simple, easy to use instructions. Live, printed ballots are used to test the accuracy of the voting units and the Electionware EMS to the accuracy of the election coding. During this testing of DS200 and Electionware, ES&S verifies the following: All locations and accepted ballots per location; the desired handling of over-voted and blank ballots; that sets of scripted results are transferred correctly into the reporting system; the types of reports the jurisdiction wants for Election Day and generates the reports using test data. ES&S recommends testing each tabulator and ADA device (ExpressVote) prior to the election in the same mode as is used on Election Day. This ensures an accurate and thorough test environment. All test results can be cleared after the L&A process.

PRECINCT COUNT UNIT and REGIONAL TABULATION EQUIPMENT

The circuitry of the DS200 provides diagnostic testing for verifying system condition.

Upon start up, the DS200 automatically performs a series of internal system diagnostic checks. These checks are always executed on startup.

Automatic self-tests include checking the scanner software, checking the printer, and other system checks. A report of the test results will be generated automatically. Reports include the automatic printing of the Configuration, Status, and Zero Reports, which provide all the information needed to verify equipment readiness. Users also have the ability to print the Audit Log – a report showing all scanner operations since election definition loading.

If any of the system tests fail, the unit will not enter the vote mode. If a failure occurs, the DS200 will display the main menu and the election definition will be removed.

Additionally, the DS200 scanner allows the technician to run a hardware diagnostic routine and report from the Administrative Menu. Selecting Hardware Diagnostics displays the correct hardware settings. Officials can use the options under the Hardware Diagnostics menu before and after an election to verify that all scanner functions work correctly. Users can print a copy of the scanner’s hardware settings by pressing Hardware Report (see report to the right). Including power up, the entire diagnostic testing procedure is completed in 3-5 minutes.

To detect and record every event and unrecoverable system error condition, all DS200 errors are displayed on the LCD and if possible, the printer. If the DS200 Election Media is installed and is readable by the tabulator, the error will be recorded in the Audit Log. Exception/Errors are divided into two categories.

The first category is the non-system halting category. Errors in this category do not jeopardize the election results, and will allow the user to continue on using the machine. The second category is the system halt category.

```

*** HARDWARE CONFIGURATION REPORT ***
2:12 PM October 27, 2014
Unit Serial Number: 0313400326

VOTING DEVICE INFORMATION

HARDWARE CONFIGURATION
Current Time Date:
2:12 PM October 27, 2014
Time Zone: America/Chicago
Diverter Status: Not Detected
Touch Screen: OK
Power Source: AC
Battery Charge: 100%
Modem Status: Not Detected
Universal Voting Console: Not Detected
Scanner Board: WM8215
Motherboard: VT6070
Installed RAM: 1GB

MEMORY AND STORAGE
Total RAM: 1773 MB
Free RAM: 1360 MB
Available System Storage: 1
Available System Log Storage: 67 MB
Available Application Storage: 266 MB
Available Ballot Storage: 211 MB
Available Backup Storage: 0 MB

SCANNER SETTINGS
Top Pixel Threshold: 150
Bottom Pixel Threshold: 150

FIRMWARE
Scanner Firmware: 3.1.0.0a
Power Management Firmware: 1.2.14.0b
DS200 Firmware Version: 2.14.0.0y

Protected Count: 21

*** END OF REPORT ***
    
```

Errors in the system halt category may jeopardize the election results and thus the system will be shut down in order to let the machine re-test itself and check the validity of the DS200 Election Media data. System halt errors are logged to the audit log prior to the system shutting down.

Events that are time-dependent or programmed, such as the DS200 closing for voting at the designated polls close time, generate an on screen message and are recorded to the system audit log.

The DS200 records two types of event reports. One is a summary of critical events, and the other is a printout of all election events (also known as the Audit Log Report). Each event logged includes a timestamp identifying when the event occurred and a brief description of the event. These events are stored on the DS200 Election Media.

The Critical Events Report is a report of all the critical events that have occurred thus far in relation to the Election Definition. Examples of such events are Polls Opened, Clear Totals Report, Election Definition Loaded, and Election Test Mode.

The Audit Report is a report of all the events that have taken place during the election process. It also includes the total number of write-ins, reject ballots, and blank ballots.

When setting up the machines, the jurisdiction would normally conduct pre-testing to ensure the correct firmware is installed in the voting devices. Firmware version is displayed on status and diagnostic reports generated upon machine startup or by running a validation hash check test. A hash check should be run by the jurisdiction prior to logic-and-accuracy (L&A) testing to ensure that the firmware and operating system code on the machine is identical to the hash code approved by certification authorities. Successfully completing this validation on each device to be used during the election provides confidence that the data on the machine exactly matches the files in the certified source code.

CENTRAL TABULATION EQUIPMENT and CENTRAL MAIL BALLOT COUNTING EQUIPMENT

The DS850 performs automatic self-tests that verify equipment readiness. In addition, the device has significant hardware diagnostic capabilities available through the administrative menu, allowing technicians to run and diagnose key hardware components.

Upon start up, the DS850 automatically perform a series of internal system diagnostic checks. These checks are always executed on startup. If any of these checks fail, the failure is logged and system operation may be limited or disallowed.

Automatic self-tests include checking the scanner software, checking the printer, and other system checks. As noted, the DS850 can generate and in some cases automatically print various reports including Configuration, Status, and Zero reports, which provide all the information needed to verify equipment readiness. Users also have the ability to print such reports on demand.

All hardware devices have significant hardware diagnostic capabilities available via administrative menu options, allowing technicians to run and diagnose key hardware components.

ACCESSIBLE VOTING EQUIPMENT

ExpressVote performs self-diagnostic tests verify that firmware is properly installed upon system startup. Initial state reports identify the installed election program and firmware versions. Any errors loading system firmware or election programming result equipment shutdown with a clear error message.

BALLOT ON-DEMAND PRINTER SYSTEM EQUIPMENT

To test the Balotar ballot on-demand system, the system prints a proof test deck (1 ballot of each ballot style for that election) from each printer and these ballots are run through a scanner to validate accurate printing. This proof test deck may also be used to validate accurate print registration and proper communication between the ePOD laptop and printer.

12. The System is able to recover from a non-catastrophic failure of a device, or power failure, or from any error or malfunction that is within the operator's ability to correct. Recovery from a non-catastrophic failure will mean the restoration of the device to the operating condition existing prior to the error or failure, without loss or corruption of data previously stored in the device. Describe what failures would be categorized as non-catastrophic for the following equipment:

- *Coding and programming equipment*
- *Precinct count unit*
- *Regional tabulation equipment*
- *Central tabulation equipment*
- *Central mail ballot counting equipment*
- *Accessible voting equipment*
- *Ballot on-demand printer system equipment*

ES&S RESPONSE

Yes, the System is able to recover from a non-catastrophic failure of a device, or power failure, or from any error or malfunction that is within the operator's ability to correct. Such recovery means the device is restored to the operating condition existing prior to the error or failure, without loss or corruption of stored data. For the Coding and programming equipment, Precinct count unit, Regional tabulation equipment, Central tabulation equipment, Central mail ballot counting equipment, Accessible voting equipment, and Ballot on-demand printer system equipment non-catastrophic failures include:

- Power outages
- Database errors
- System errors
- File import/export errors
- Inadvertent shutdown
- Ballot jams

- Procedural problems (poll worker errors)

13. Describe the recovery features and steps necessary to restore operations performed by the following equipment:

- Coding and programming equipment
- Precinct count unit
- Regional tabulation equipment
- Central tabulation equipment
- Central mail ballot counting equipment
- Accessible voting equipment
- Ballot on-demand printer system equipment

ES&S RESPONSE

EVS 5.2.0.3 Voting System		
Coding and Programming Equipment	Electionware Election Reporting	<p>Electionware uses an integral PostgreSQL database to store all election data in encrypted form. The elections may be backed up and restored using menu items in Electionware. The database resides locally on the Windows 7-based computer. If a Windows 2008 server is used in the configuration, you have the option of locating the database on the server. In either case, further backups of the entire PostgreSQL database may be made using standard Windows file management methods.</p> <p>Election Reporting Manager (ERM) backs up the election data in its own database when the flash drive data is read into this application. The jurisdiction may also further back up the data by copying the database files to a storage device of their choosing using Windows File Manager.</p>
Precinct Count Unit Regional tabulation equipment	DS200 Precinct Tabulator	<p>During a voting session, encrypted ballot images and encrypted voter selections are saved to the flash drive installed under a security cover of the DS200. When the scanned data of the ballot is written to the flash drive it is verified against the internal scanned data of the DS200 to verify data integrity. The jurisdiction may opt to further back up the flash drive's data using an application, such as the Windows File Manager and later restore it to a like formatted device. Should the DS200 hardware fail during a voting session, the flash drive of the faulty DS200 may be moved to a replacement DS200 and the voting session continue. The DS200 backup memory and power supply ensure that no votes are ever lost due to power loss or equipment failure. The internal battery supplies a minimum of 2 hours continuous use (up to 3-4 hours) in the event of power failure. The battery</p>



		obtains its charge automatically from the system's power supply with no poll worker intervention required to switch from AC to DC power. An optional uninterruptible power supply (UPS) can provide an additional 12-14 hours of operations after the battery is depleted.
Central tabulation equipment, and Central mail ballot counting equipment	DS850 Central Tabulator	<p>During scanning, ballot data is collected in RAM and, upon completion of the run, the ballot data is stored to a temporary folder on the internal hard disk drive. In the event of a shutdown event, the machine can be powered up and operation resumed from the point before the shutdown. When the operator chooses to save a batch, the ballot data is moved from the temporary location and stored in a saved folder where the data is marked as available for aggregation. The DS850 uses an uninterruptible power supply (UPS) to allow a run to complete and the unit to be shut down in a controlled manner by the user action or automatically before power is lost.</p> <p>Vote data can be backed up to a memory device from which a results collection can be done in the case of a hardware failure.</p>
Universal Voting System	ExpressVote	The ExpressVote prints human- and machine-readable ballot summary cards that can be tabulated on the DS200 or DS800. The ExpressVote does not tabulate or record votes. There is no data to backup. All log information is saved on the removable USB flash drive. The USB flash drive can be moved to a backup unit, if required.
Ballot on-demand printer system equipment	Balotar	The Balotar software archives the ballots that have been printed. The database can be backed-up and saved externally. The database can be restored if the data is lost on the Balotar laptop.

14. Describe any catastrophic failures that the following equipment cannot recover from:

- Coding and programming equipment
- Precinct count unit
- Regional tabulation equipment
- Central tabulation equipment
- Central mail ballot counting equipment
- Accessible voting equipment
- Ballot on-demand printer system equipment

ES&S RESPONSE

All ES&S components are designed to use their respective backup power features automatically to respond to power issues without impacting the operation of the unit. Significant work has been done to ensure that units can recover from significant failures. While no system can account for every possibly catastrophic hardware failure, ES&S has spent years performing negative testing of such failures to make the system as robust and recoverable as possible.

15. Describe how often failures occur (Mean Time Between Failure) for the precinct count unit during periods of operation.

ES&S RESPONSE

The MTBF for the DS200 precinct count unit exceeds 163 hours based on Federal certification testing.

16. Describe the useful life of all hardware, software and firmware.

ES&S RESPONSE

ES&S designs and manufactures its own voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a maximum lifecycle of more than 15 years. The history of our equipment demonstrates this fact. For example, the ES&S Model 100 voting location tabulator has been used in hundreds of jurisdictions binding elections since 1998 and still going; the ES&S Optech Eagle has and is currently in service in several Canadian jurisdictions since 1990;. ES&S owns the design and manufacturing rights to our tabulators and always uses long-life industrial parts.

17. Indicate whether vendor will replace or repair all defective ballot programming and coding equipment, precinct count units, accessible voting units, ballot on-demand printer systems, related equipment, and hardware, software and firmware for the central tabulation site and regional tabulation sites at no extra cost to the State during the term of this contract.

ES&S RESPONSE

Yes. During the term of the contract, and provided that the State subscribes to and pays the applicable fees associated with ES&S hardware maintenance and software license, maintenance and support, ES&S will repair or replace any component of our equipment or software which, while under normal use and service, (a)

fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship, at no additional cost to the State.

18. Indicate whether vendor will provide and install any and all hardware and firmware upgrades recommended by the vendor during the term of this contract at no additional cost to the State.

ES&S RESPONSE

So long as the State subscribes to and pays the applicable fees associated with ES&S software license, maintenance and support during the term of the contract, ES&S will provide new releases, upgrades or maintenance patches to the ES&S software, together with appropriate documentation (Updates), on a schedule defined by ES&S at no additional cost to the State. The State shall be responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. ES&S will install the Updates in accordance with ES&S' recommended instructions. ES&S generally does not provide hardware updates to its equipment unless necessary to repair a unit. Any hardware upgrade which ES&S may recommend to the State during the contract term shall be provided to the State through an amendment or change order to the contract which will set forth the pricing, terms and conditions associated with such hardware update.

19. If upgrades to hardware, and/or software and/or firmware are made during the term of this contract, indicate whether vendor will make all related, relevant training available to the State at no additional cost during the term of the contract.

ES&S RESPONSE

Yes, any training requested for Updates provided by ES&S during the term of the contract shall be provided at no additional cost to the State.

20. Indicate whether vendor will supply additional mail ballot counting units, accessible voting units and ballot on-demand printer systems at a cost no greater than the initial cost of the units prorated for the remaining years of the contract if the State Board of Elections deems it necessary to increase the number of units during the term of the contract.

ES&S RESPONSE

Yes, ES&S will supply additional mail ballot counting units, accessible voting units and ballot on demand printer systems at the initial purchase price for the remaining years of the contract. Should the State elect to exercise the Lease with an Option to Purchase or Rent option, ES&S has provided a prorated cost schedule in [Appendix C: Cost Form](#) which provides unit pricing for units added during the eight (8) or ten (10) year term.

21. Indicate whether the ballots can be printed on colored stock, and if so, what colors.

ES&S RESPONSE

To assist with correct ballot distribution at the polling place, ES&S recommends the use of a color strip in the ballot header as opposed to full color tinting, which further protects the anonymity of a voter's ballot.

22. Indicate the range in temperature and humidity allowable for the storage of ballots prior to their delivery to the polling place.

ES&S RESPONSE

ES&S CountRight™ Ballot Stock has been specially engineered to run on ES&S tabulators and meets all ES&S specifications for the ES&S tabulators CountRight™ stock must be used when printing for ES&S equipment. Standard ambient storage environments and transport conditions are sufficient for ballots.

Ballot Specifications

Specification	Description
Grain Direction on Finished Ballot	Long
Basis Weight	80# text weight (36.2874 kg)
Thickness	0.0061 in. (0.015494 cm)
Smoothness	130 Sheffield
Moisture	5.5%
Opacity	97.0
Brightness	92 to 94
PPI	338

23. Indicate the range in temperature and humidity allowable for the storage of the following:

- Coding and programming equipment
- Precinct count unit
- Regional tabulation equipment
- Central tabulation equipment
- Central mail ballot counting equipment
- Accessible voting equipment
- Ballot on-demand printer system equipment

ES&S RESPONSE

All proposed devices have been designed to meet or exceed 2005 VVSG requirements for performance in a wide range of climates and humidity levels without ballot jams or other malfunctions. Following are the storage requirements for each device:

CODING AND PROGRAMMING EQUIPMENT (OPTICAL SCAN)

Temperatures: from -40 to +149degrees Fahrenheit

Humidity from 5% to 95% (non-condensing)

PRECINCT COUNT UNIT and REGIONAL TABULATION EQUIPMENT- DS200

Temperatures: from 0 to +120 degrees Fahrenheit

Humidity from 10% to 85% relative humidity



Ordinary Protection--Not protected against harmful ingress of moisture

Pollution Degree 2 for the ambient environment

CENTRAL TABULATION EQUIPMENT AND CENTRAL MAIL BALLOT COUNTING EQUIPMENT - DS850

Temperatures: -4 to 140 degrees Fahrenheit

Humidity: 10% to 88% relative humidity, non-condensing

Ordinary Protection--not protected against harmful ingress of moisture

Pollution Degree 2 for the ambient environment

ACCESSIBLE VOTING EQUIPMENT - ExpressVote

Temperatures: -4 to 140 degrees Fahrenheit

Humidity: 10% to 85% relative humidity

Ordinary Protection--Not protected against harmful ingress of moisture

Pollution Degree 2 for the ambient environment

BALLOT ON-DEMAND PRINTER SYSTEM EQUIPMENT - Balotar Printers

Temperatures from 32 to 109.4°F

Humidity from 10 to 90% relative humidity

24. Ballots will be in the form of one or more cards containing printed information, in English, Spanish, and other languages as needed, identifying contests, candidates, and questions. Supply a sample of the largest and smallest size ballot that can be used with the precinct count units, accessible voting units, mail ballot counting units, and ballot on-demand printer systems. Explain the flexibility in your ballot format by describing the maximum and minimum:

- Size of the ballot
- Size of printable area on each ballot size
- Number of voting positions (per column/row and per side) on each ballot size
- Number of sides available for voting positions on each ballot

ES&S RESPONSE

The State may print ballots in the form of cards with any of or all of the supported languages supported in Electionware: English, Spanish, Chinese, Korean, and Japanese. Users can display various languages based on the precinct level. For example, a jurisdiction could ensure certain precincts have English only whereas other precincts have English and Spanish. Translations can be imported similar to English data import, or users can enter all English data (contests, districts, referendum) and create a Ballot Translations spreadsheet.

This spreadsheet is then translated by the jurisdiction or a professional translation service, and then easily imported into Electionware.

Size of Paper Ballot

DS850 and DS200 (mail ballot counting unit, precinct count unit)

Maximum 8.5” X 19”

Minimum 8.5” X 11”

ExpressVote (accessible voting unit)

Maximum 4.25” X 19”

Minimum 4.25” X 11”

Ballot on-demand printer system

Maximum 8.5” X 19”

Minimum 8.5” X 11”

Size of printable area on each ballot size

DS850 and DS200 (mail ballot counting unit, precinct count unit)

19” 17.914” X 7.56

11” 9.724” X 7.56

ExpressVote (accessible voting unit)

19” 3.93” X 18.04”

11” 3.93” X 10.04”

Ballot on-demand printer system

19” 17.914” X 7.56

11” 9.724” X 7.56

Number of voting positions (per column/row and per side) on each ballot size

DS850 and DS200 (mail ballot counting unit, precinct count unit), plus Balotar ballot-on-demand printer system. Electionware offers a wide variety of choices:

	19” Ballot	19” Ballot	19” Ballot	17” Ballot	17” Ballot	17” Ballot
Maximum columns	24	24	24	24	24	24
Available rows per side	56	70	91	50	62	80
Available voting positions	24x56	24x70	24x91	24x50	24x62	24x80



	14” Ballot	14” Ballot	14” Ballot	11” Ballot	11” Ballot
Maximum columns	24	24	24	24	24
Available rows per side	41	50	65	38	50
Available voting positions	24x41	24x50	24x65	24x38	24x50

ExpressVote (accessible voting unit)

The ExpressVote uses a vote summary card which lists all ballot selections made by the voter. With this reduced amount of data, the card is capable of holding more data than a traditional ballot of equal length. It also provides choices on font sizes (large, medium, and small).

Number of sides available for voting positions on each ballot

DS850 and DS200 (mail ballot counting unit, precinct count unit)

Two

ExpressVote (accessible voting unit)

Not applicable – on-screen and audio ballots are presented. Jurisdictions have flexibility in the display presented.

Ballot on-demand printer system

Two

Please see **Attachment F** for samples of the largest and smallest size ballots.

.....
 25. Indicate whether the precinct count unit and accessible voting unit are able to accept a ballot that has been printed on only one side, or whether both sides must contain printing.

ES&S RESPONSE

The precinct count unit, DS200 is capable of accepting ballots that have printing on *only* one side or on *both* sides as determined by the election definition programmed in Electionware. The vote choices, either single or double sided, are then read by the DS200 precinct count unit or the DS850 central tabulation unit.

This requirement is not applicable for the accessible voting unit, ExpressVote, because the ballot is presented electronically. Vote choices are printed on one side of the ExpressVote ballot summary card that can be tabulated by the DS200 or the DS850.



26. *With respect to equipment readiness tests, describe testing methods to ensure that all precinct count units, accessible voting units, mail ballot counting units, ballot on-demand printer systems, and all regional tabulation equipment and central tabulation equipment are operational prior to an election and that hardware, software, and firmware are operating correctly. Tests must include, at a minimum, the production of a diagnostic test record indicating that there are no hardware, software, or firmware failures.*

ES&S RESPONSE

When setting up the machines, the jurisdiction would normally conduct pre-testing to ensure the correct firmware is installed in the voting devices. Firmware version is displayed on statuses and diagnostic reports generated upon machine startup or by running a validation hash check test. A hash check should be run by the jurisdiction prior to logic-and-accuracy (L&A) testing to ensure that the firmware and operating system code on the machine is identical to the hash code approved by certification authorities. Successfully completing this validation on each device to be used during the election provides confidence that the data on the machine exactly matches the files in the certified source code.

PRECINCT COUNT UNIT - DS200

An equipment pre-test is run on each scanner to verify the equipment status (battery charged, paper roll changed, ink dauber changed, touch screen calibrated, correct date and time setting).

The circuitry of the DS200 provides diagnostic testing for verifying system condition. Upon start up, the DS200 automatically performs a series of internal system diagnostic checks. These checks are always executed on startup.

Automatic self-tests include checking the scanner software, checking the printer, and other system checks. A report of the test results will be generated automatically. Reports include the automatic printing of the Configuration, Status, and Zero Reports, which provide all the information needed to verify equipment readiness. Users also have the ability to print the Audit Log – a report showing all scanner operations since election definition loading.

If any of the system tests fail, the unit will not enter the vote mode. If a failure occurs, the DS200 will display the main menu and the election definition will be removed.

Additionally, the DS200 scanner allows the technician to run a hardware diagnostic routine and report from the Administrative Menu. Selecting Hardware Diagnostics displays the correct hardware settings. Officials can use the options under the Hardware Diagnostics menu before and after an election to verify that all scanner functions work correctly. Users can print a copy of the scanner's hardware settings by pressing Hardware Report (see report below).

*** HARDWARE CONFIGURATION REPORT ***

2:12 PM October 27, 2014

Unit Serial Number: 0313400326

VOTING DEVICE INFORMATION

HARDWARE CONFIGURATION

Current Time Date:

2:12 PM October 27, 2014

Time Zone: America/Chicago

Diverter Status: Not Detected

Touch Screen: OK

Power Source: AC

Battery Charge: 100%

Modem Status: Not Detected

Universal Voting Console: Not Detected

Scanner Board: WM8215

Motherboard: VT6070

Installed RAM: 1GB

MEMORY AND STORAGE

Total RAM: 1773 MB

Free RAM: 1360 MB

Available System Storage: 1

Available System Log Storage: 67 MB

Available Application Storage: 266 MB

Available Ballot Storage: 211 MB

Available Backup Storage: 0 MB

SCANNER SETTINGS

Top Pixel Threshold: 150

Bottom Pixel Threshold: 150

FIRMWARE

Scanner Firmware: 3.1.0.0a

Power Management Firmware: 1.2.14.0b

DS200 Firmware Version: 2.14.0.0y

Protected Count: 21

*** END OF REPORT ***

REGIONAL TABULATION EQUIPMENT, CENTRAL TABULATION EQUIPMENT, AND CENTRAL MAIL BALLOT COUNTING EQUIPMENT – DS850

The DS850 performs automatic self-tests that verify equipment readiness. In addition, the device has significant hardware diagnostic capabilities available through the administrative menu, allowing technicians to run and diagnose key hardware components.

Upon start up, the DS850 automatically perform a series of internal system diagnostic checks. These checks are always executed on startup. If any of these checks fail, the failure is logged and system operation may be limited or disallowed. A report of these system checks is written to the internal audit log and printed to the continuous feed audit log printer.

All hardware devices have significant hardware diagnostic capabilities available via administrative menu options, allowing technicians to run and diagnose key hardware components.

ACCESSIBLE VOTING EQUIPMENT– EXPRESSVOTE

Prior to starting the readiness test on the ExpressVote, it is recommended that an equipment pre-test be conducted to verify equipment status (battery charged, touch screen calibrated, correct date and time set). A power-on self-test diagnostic is automatically run upon startup to verify all internal functionality. The System Readiness report is a descriptive list of system settings that you can use to verify that the ExpressVote unit is ready to begin processing. The report is generated when the unit is turned on.

After the pre-test, each ExpressVote should be powered up and the election qualification code and election definition should be loaded.

BALLOT ON-DEMAND PRINTER SYSTEM EQUIPMENT

To test the Balotar ballot on-demand system, the system prints a proof test deck (1 ballot of each ballot style for that election) from each printer and these ballots are run through a scanner to validate accurate printing. This proof test deck may also be used to validate accurate print registration and proper communication between the ePOD laptop and printer.

27. Describe testing methods used to verify that all precinct count units, accessible voting units, mail ballot counting units, ballot on-demand printer systems, and all regional tabulation equipment and central tabulation equipment are operational for a specific election. Tests must include, at a minimum, verification that all ballot layout positions on all formatted ballots are compatible with all System components for a specific election and votes are tabulated accurately on all applicable System components.

ES&S RESPONSE

PRECINCT COUNT UNIT, REGIONAL TABULATION EQUIPMENT, CENTRAL TABULATION EQUIPMENT, AND CENTRAL MAIL BALLOT COUNTING EQUIPMENT

State Election Staff/ES&S test the ballot tabulation and mechanical scanning functions of the DS200 and DS850 during Logic and Accuracy (L&A) testing by feeding an audited stack of pre-marked ballots (the test deck) through the scanners and comparing the resultant scanner totals to the expected test deck totals. ES&S recommends complete end-to-end testing.

Before L&A testing, the DS200 and DS850 should be pre-tested to verify the equipment status.

The ES&S Electionware Toolbox application is used to create test-decks with ovals marked in a pattern selected by the user. The inputs for this function are a poll media and the ballot pdf. The printed test deck ballots are then run on the tabulator and tabulator reports are compared to a pre-printed results report from Toolbox. The test deck can be created in a 1 to x pattern, with blank and over voted ballots; and a watermark can be placed on the test ballot.

After pre-testing, each scanner should be powered up and the election qualification code and definition loaded. A Zero report should be printed to allow the tester to verify that no votes are present on the unit; if votes are present, they must be cleared prior to starting the L&A.

L&A testing does verify that all ballot layout positions on all ballots are compatible with the system components for the election at hand and that all votes will be tabulated accurately. Test deck ballots are fed into the tabulators. Results reports are printed and the testers should verify those results against the known results from the pre-marked test deck.

To complete the end-to-end testing, the results on each of the USB flash drives are read into Election Reporting Manager (ERM) to validate the pre-marked results with the results achieved from the reporting software. When L&A testing is complete, each scanner should be cleared of all vote totals, a Zero report run to validate the results cleared, and the unit locked and sealed for transport to the polling place. This level of testing ensures the integrity of the entire system.

ES&S election coding software, Electionware, offers many safeguards while programming the election. It will not allow the user to continue if vital information is missing. Electionware also provides alert or warnings for potential workflows that are not the norm, yet are still allowed by the system for the sake of flexibility. Electionware also offers numerous reports for proofing purposes to ensure that the ballots and system configuration are accurate and able to be verified.

ACCESSIBLE VOTING EQUIPMENT

Prior to starting the readiness test on the ExpressVote, it is recommended that an equipment pre-test be conducted to verify equipment status (battery charged, touch screen calibrated, correct date and time set). A power-on self-test diagnostic is automatically run upon startup to verify all internal functionality. The System Readiness report is a descriptive list of system settings that you can use to verify that the ExpressVote unit is ready to begin processing. The report is generated when the unit is turned on.

After the pre-test, each ExpressVote should be powered up and the election qualification code and election definition should be loaded.

Preparing the ExpressVote for an election includes testing the readiness of the device to print all of the ballot styles required for the election and then validating the pre-determined selections marked on the cards by tabulating them on the DS200 and/or DS850 scanners. This test verifies that the same election definition is installed on both the ExpressVote and the DS200/DS850 scanners.

BALLOT ON-DEMAND PRINTER SYSTEM EQUIPMENT

To test the Balotar ballot on-demand system, the system prints a proof test deck (1 ballot of each ballot style for that election) from each printer and these ballots are run through a scanner to validate accurate printing. This proof test deck may also be used to validate accurate print registration and proper communication between the ePOD laptop and printer.

28. Describe testing methods used to verify the identification of the unit and its designated polling place location.

ES&S RESPONSE

Any DS200 or ExpressVote machine may be used at any location. The USB memory device, which must be inserted before poll opening, carries the specific election definition for a polling location such as the ballot styles to be accepted. This eliminates the possibility of an incorrect machine being delivered to a polling location. Each USB memory device is assigned to a designated voting location name which is displayed on the DS200, plus printed on the machine report tape for verification.

Each USB memory device will be programmed in Electionware to accept only the ballot styles appropriate for its designated voting location. This prevents an incorrect ballot style from being accepted. Every ballot is coded with a ballot style identification number, defined in Electionware. If a voter inserts a ballot that does not contain a ballot style identification number appropriate for that voting location per the USB media device programming, the ballot is automatically rejected.

PRECINCT COUNT UNIT AND BALLOT BOX

29. Describe the procedure, step by step, that the poll worker will perform in order to activate the precinct count unit so that it will be able to accept and read voted ballots.

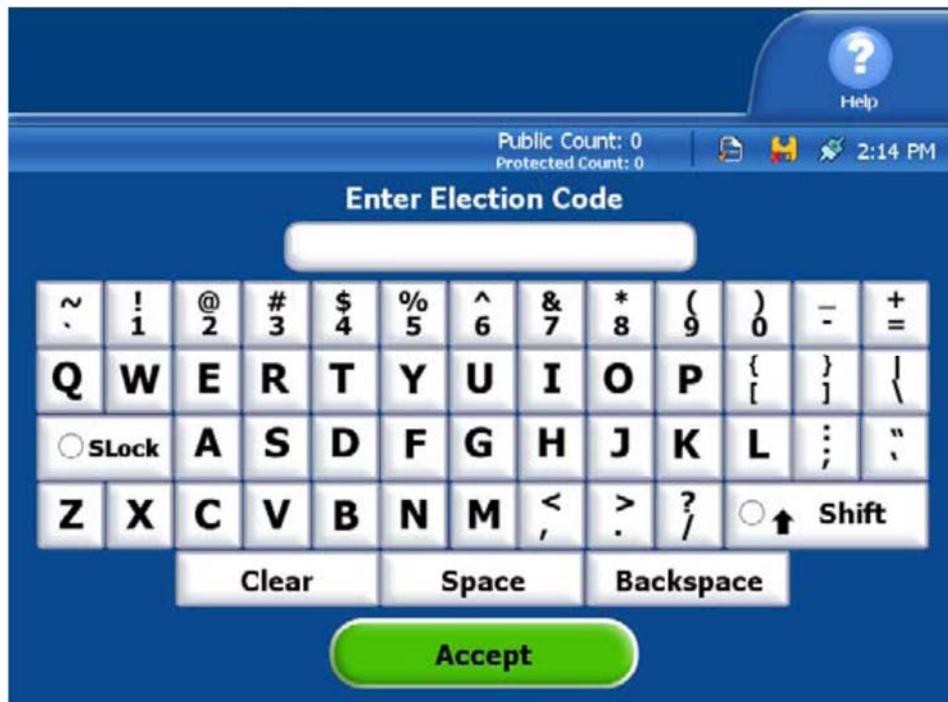
ES&S RESPONSE

The Election Day opening procedures for the DS200 were designed to be easy to understand and accomplish by your local election officials.

The time to open polls is shortened if the DS200 is delivered to the voting location with the DS200 tabulator already installed onto the ballot box and the USB flash drive with the election definition ready to be inserted in front access panel. If this is the case, the local election official steps to activate the system are as simple and quick as:

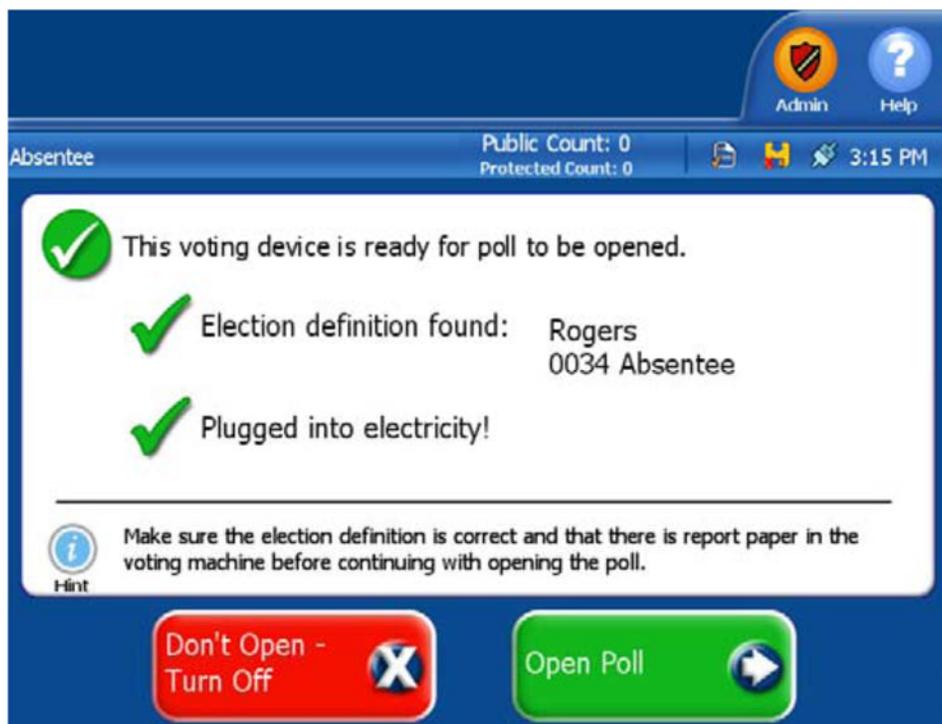
1. Unlock/unseal and the raise the top lid of the DS200 plastic ballot box.
2. Unlock and raise the LCD screen to the full up position (if programmed, the DS200 will automatically power up when the LCD screen is raised).
3. Type in the election code and press **Accept**.

Note 1: if enabled in the Administration Menu, the ability to bypass the election code screen is an option).



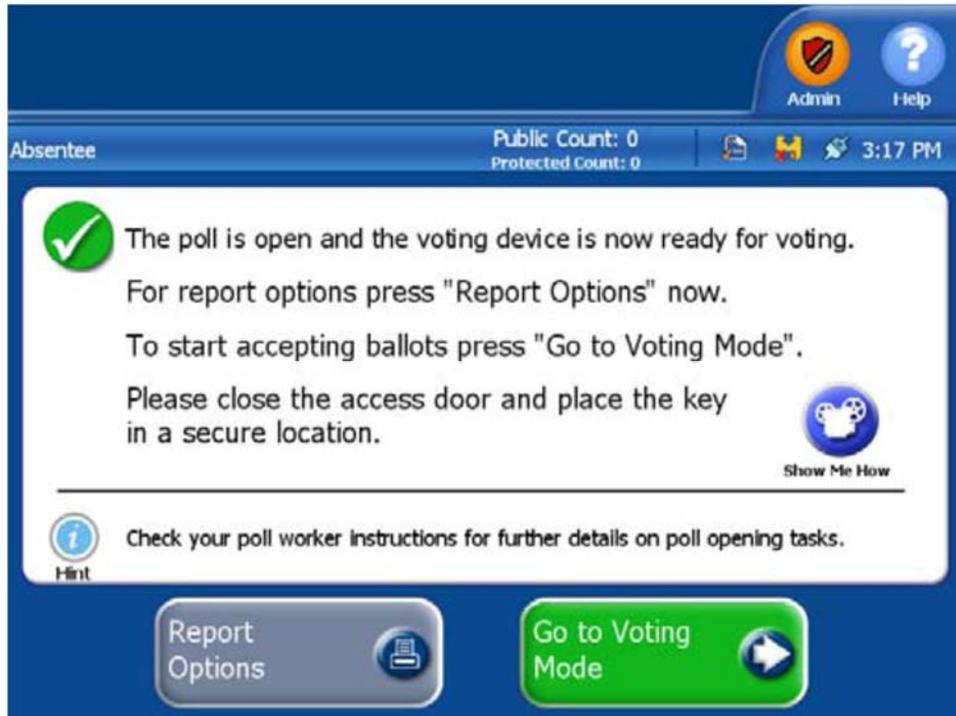
4. The OPEN POLLS screen then appears. Press **OPEN POLL**.

Note 2: The Configuration Report will print automatically.



5. Press **Go to Voting Mode**

Note 3: The Zero Report will print automatically. The Zero Report cannot be printed after the DS200 tabulates a ballot or after polls close. If additional reports (Ballot Status and Accounting, Zero Report) are required, press **Report Options** prior to pressing **Go to Voting Mode**.



6. Begin voting



30. Describe the printed report generated at the opening of polls, and indicate whether the precinct count unit generates a printed record of the following: (1) election's identification data, (2) equipment unit's identification, (3) ballot format's identification, (4) contents of each active candidate register by office and each question register showing that they contain all zeros, and (5) list of all ballot fields that can be used for special voting options. Provide a sample of the printed report so generated.

ES&S RESPONSE

The DS200 can generate and in some cases automatically print various reports including Configuration, Ballot Status, and Zero reports, which provide all the information needed to verify equipment readiness. These reports may also be printed on demand. Additionally, users have the ability to print the Event Log (audit log), which is a report showing all scanner operations since election definition loading.

- (1) Election's identification data is printed on the Configuration Report that may be programmed to print automatically at Poll Opening
- (2) Equipment unit's identification—The serial number for the unit is printed on the Configuration Report
- (3) Ballot format's identification—Ballot information including the ballot formats to be accepted are printed on the Configuration Report
- (4) Contents of each active candidate register by office and each question register showing that they contain all zeros—The Zero Totals Report may be programmed to print automatically at poll opening and consists of a list of each registered candidate and each registered question showing zeros for the number of votes tabulated. The Ballot Status Report will show the number of ballots cast by the code for each ballot style—at poll opening this these should also show zero for the number of each ballot code tabulated.
- (5) List of all ballot fields that can be used for special voting options—The Zero Totals report also lists all ballot fields that can be used for special voting options such as write-ins and corresponding zero number of votes tabulated. The Ballot Status Report will show the number of ballots cast by the code for each ballot style—at poll opening this these should also show zero for the number of each ballot code tabulated.

Sample reports are attached hereto as **Attachment G**.

31. Indicate whether during the conduct of the election, the precinct count unit records the following: (1) a timed audit trail of all voter activity other than the casting of a correctly voted ballot, including but not limited to the return of an over-voted ballot or a blank ballot, and (2) a timed audit trail of any error messages including but not limited to down time, jammed ballots, equipment failures, power outages, and equipment re-activation/deactivation. Indicate whether the printed report is generated in real time or at the close of the polls. Provide a sample of the printed report so generated.

ES&S RESPONSE

Yes, the DS200 records (1) a timed audit trail of all voter activity, including but not limited to the return of an over-voted ballot or blank ballot, and (2) a timed audit trail of any error messages including all those listed above. The audit log report lists all events (errors, alarm conditions, ballot handling exceptions, and user initiated functions) that occur on the system from the time an election worker inserts the unit's USB memory

device into the machine until it is removed. The DS200 provides a timed audit trail of each event by stamping the event with the date and time. The DS200 audit log retains entries from all internal components capable of producing an audit log entry, including the power management board, the scanner hardware board and the election processing firmware. The events recorded comprise all voter activity including all error messages, all ballot exceptions such as over-votes and blank ballots, as well as, all equipment events including error messages, down time, jams, equipment failures, power issues, and equipment status.

The DS200 audit log can be accessed at any time during the voting process by entering the Election Code, selecting Report Options, and then either previewing or printing “Event Log.”

After a user has closed the polls on the unit, the contents of the DS200 audit log can be printed on the machine’s internal thermal printer or from the Electionware after a user has closed the polls and transferred the data from the memory device to the reporting software. These reports can be used to independently verify the total votes cast for any candidate or on any particular ballot issue.

A sample of the audit log report is attached hereto as **Attachment G**.

32. Describe which error and status messages become part of the audit record and include samples.

ES&S RESPONSE

The DS200 can print an audit log report (Event Log) that lists all events (errors, alarm conditions, exceptions, and user-initiated functions) that have occurred on the system from the time an election worker inserts the unit’s memory device into the machine until it is removed. Each event appears in the audit record with a date and time stamp.

The DS200 Event Log retains entries from all internal components capable of producing an audit log entry, including the power management board, the scanner hardware board, and the election processing firmware.

For each action performed by the unit, and each tabulation input event, the reports display the date and time of the event and a message identifier. The Event Log also includes technical information about system actions, such as when Intelligent Mark Recognition (IMR) technology is activated for a submitted ballot, when the polls are opened or closed and when reports are printed.

Sample event log reports are attached hereto as **Attachment H**.

33. Indicate how the precinct count unit indicates to the poll worker and/or voter that a jammed or misfed ballot has not been counted. A jammed or misfed ballot is one that has not been completely deposited into the proper storage section of the ballot box.

ES&S RESPONSE

The DS200 is designed to recover from errors such as feed jams, multiple feeds, or any other type of feed error that causes the machine to reject an individual ballot. The DS200 will detail the nature of the error or failure condition and provide the means to correct, without loss or corruption of ballot count, data previously stored.

If a ballot is jammed in the DS200, the voter will receive a message on the large LCD screen stating, “Ballot Jammed”. The DS200 ballot transport mechanism area is easily accessible by the poll official by simply lifting up the reader door to reveal the ballot for easy removal. At that point, all the voter needs to do is feed the ballot back into the scanner for processing.

A jammed or misfed ballot will not be processed by the DS200, and the tally will not increase on the counter, until the ballot is removed and re-scanned and passes all the way through the feed mechanism.

The DS200 scanner provides electronic and printed audit log reports that list all events (errors, alarm conditions, ballot handling exceptions, system initiated functions, and user initiated functions) that occur on the system from the time the election definition is loaded onto the machine until the time the flash drive is removed. Each event appears in the audit record with a date and time stamp. Exceptions related to ballot scanning clearly log whether the ballot was counted or not. The audit log is written to the USB media and digitally signed. It can be printed on the thermal tape printer, viewed on and can be imported into the EMS additionally viewed and printed for analysis.

34. The precinct count unit will accept a ballot containing a write-in vote without indicating to those present that a write-in ballot has been cast, thereby protecting the secrecy of the ballot. Describe how the unit handles a write-in ballot.

ES&S RESPONSE

The DS200 gives no indication to anyone that the tabulation of write-in votes is occurring.

The DS200 scanner has the capability to manage write-in ballots without the use of a separate compartment in the ballot box. To accomplish this, the DS200 stores a graphic image of every scanned ballot, including write-in text, and stores the image to the system’s USB flash drive. When the scanner detects a write-in vote, the system stores the write-in ballot image under a special file name that begins with the letter “W” to identify the image as a write-in ballot.

Ballot images can be reviewed in Electionware. Ballot images can be filtered by various attributes, include displaying only ballots containing write-ins. The Cast Vote Record for the ballot image can be viewed beside the ballot image. Furthermore, Electionware can output a spreadsheet with an entry for each hand-written write-in found with the snippet of the image containing the voters’ marks.

Image files can also be exported in a PDF format for archival or public review. During export, the ballots can be filtered, and there are options to include the CVR for the image and to apply a watermark to the PDF file.

The DS200 Status Report also includes the total number of write-in votes cast, the number of blank ballots, and the number of overvoted ballots processed by the system.

35. Describe the message(s) and manner(s) by which the precinct count unit communicates to the voter and poll worker that the ballot is being or may be returned, and the message(s) and manner(s) by which the unit communicates the reason the ballot is being or may be returned.

ES&S RESPONSE

Messages are provided in plain text and are supplemented with an audible warning signal. Voter-facing messages for ballot exceptions may be configured in Electionware by the State. They may be configured to reject the ballot and return it to the voter, to query the voter--allowing them to cast the ballot as-is, or to have the ballot returned for corrections. In any case, if a ballot is returned to the voter, the DS200 displays a warning message on the unit's large text 12-inch LCD display and plays an audible alert. The DS200 then provides step-by-step instructions for resolving any ballot issue.

Ballot Returned Automatically or at Voter Request as Part of Optional Voter Query Function:

Elections can be programmed to automatically reject or to query voters about ballots with the following types of exceptions:

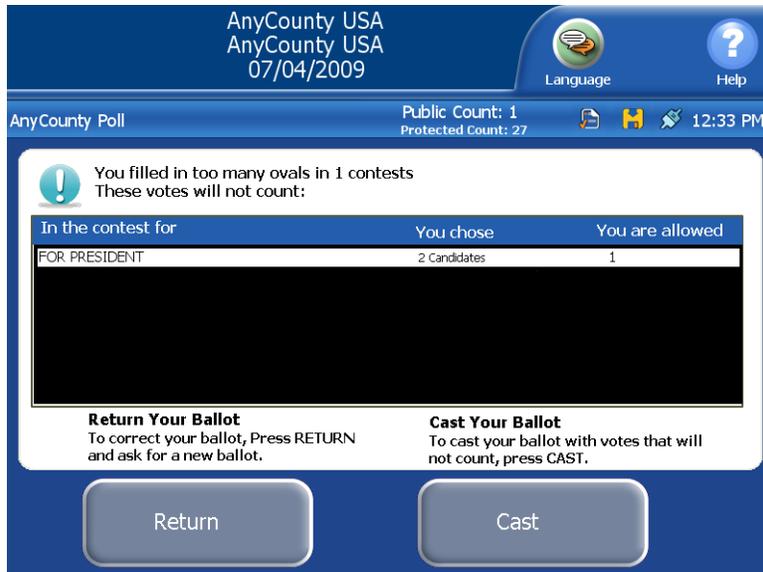
- Overvoted contest(s)
- Undervoted contests(s)
- Unreadable marks
- Blank ballots

If the election definition is set to query voters for ballot exceptions, when a voter inserts a ballot with any of the selected exception, the DS200 holds the ballot in the scanner transport and displays the appropriate query screen(s).

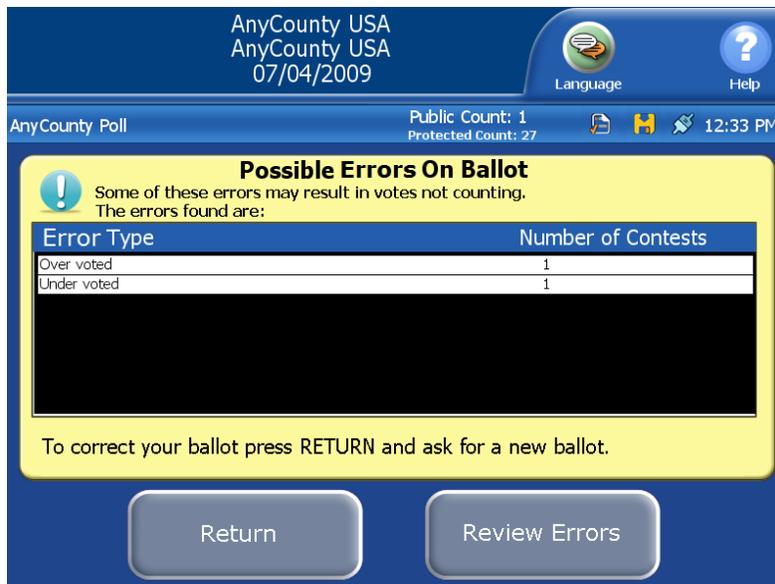
The voter can choose to:

- Review the ballot conditions that prompted the query
- Retrieve the ballot for further action
- Cast the ballot as marked

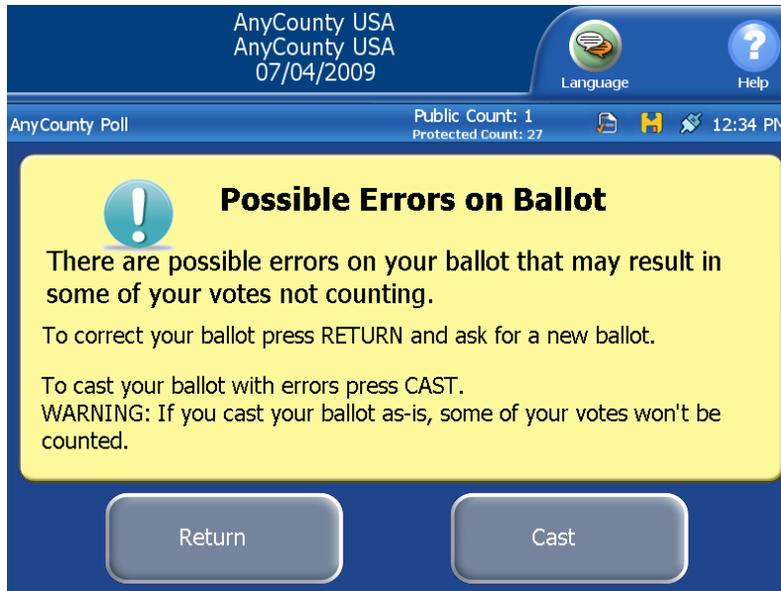
If the voter selects **Cast**, the DS200 ejects the ballot through the rear of the scanner, depositing the ballot in the ballot box. If the voter selects **Return**, the DS200 returns the ballot through the ballot insertion slot and also emits an audible beep to alert the voter (and poll worker) that a ballot has been returned and requires additional attention.



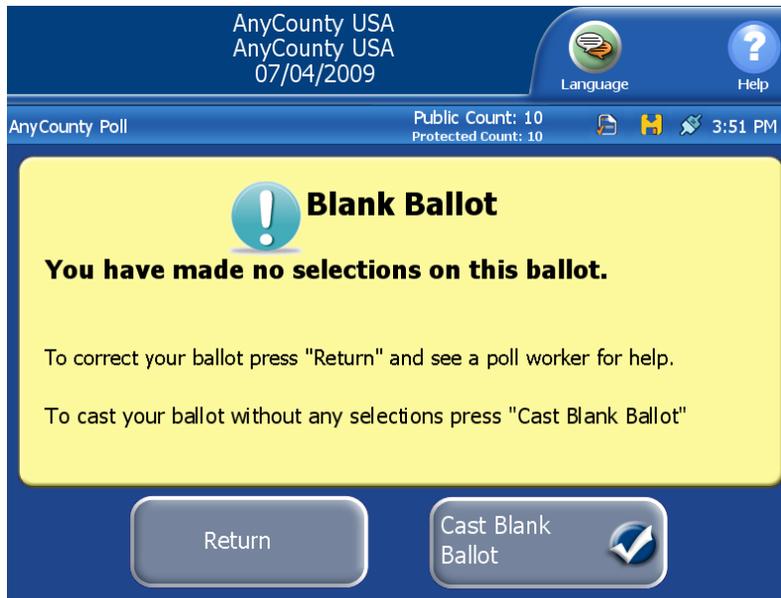
Sample Overvote Query Screen



Sample Undervote Query Screen



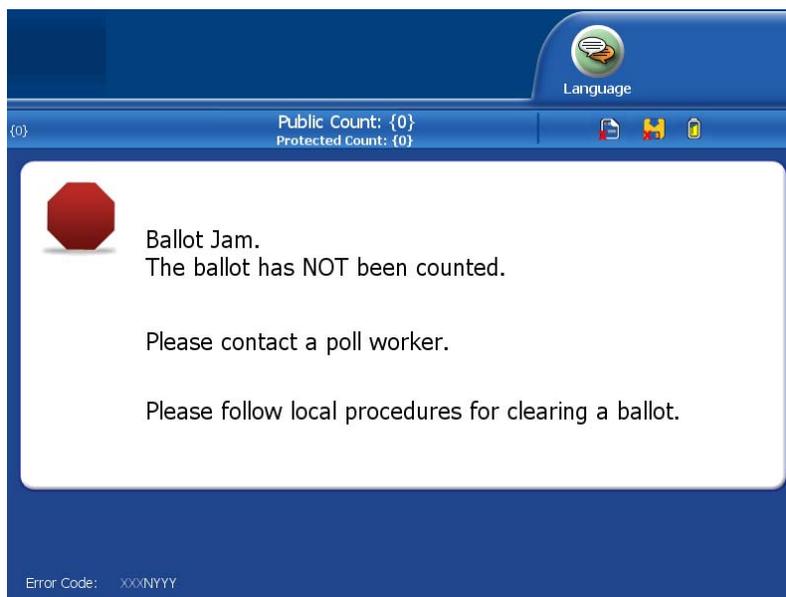
Sample Review – Possible Errors Screen



Sample Blank Ballot Query Screen

BALLOT RETURNED DUE TO BLOCKAGE OR JAM:

When a ballot is inserted and the ballot path is blocked (for example, if the ballot path door in the carrying case is still closed), the DS200 returns the ballot and alerts the voter (and poll workers) with an audible beep and the on-screen message Ballot Read Error. If the ballot jams under the Contact Image Sensor (CIS), the DS200 beeps and displays a message indicating there has been a ballot jam and the ballot has NOT been counted. If the ballot jams after it has been processed, the DS200 beeps and displays a message indicating a ballot jam and that the ballot HAS been counted.



Sample Ballot Jam – Ballot Not Counted Screen

36. Describe the precinct count unit's ballot handling devices, including all components required to accept the ballot, move it through the read station(s) and transfer the ballot to different compartments within the ballot box. Vendor must specify ballot handling speed.

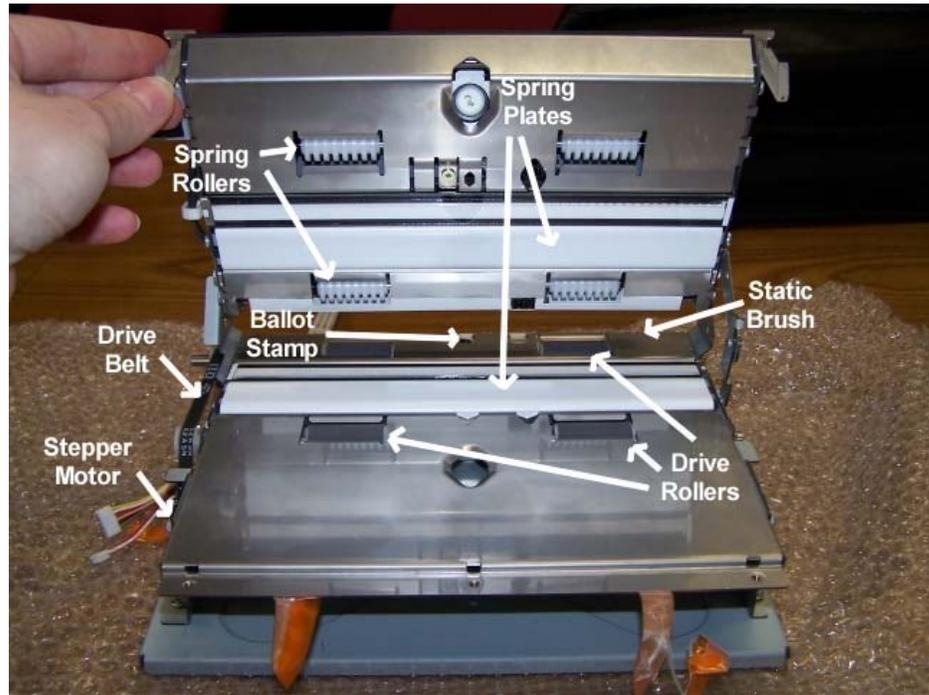
ES&S RESPONSE

To cast an official ballot, voters simply inserts marked paper ballots or ExpressVote vote summary cards, in any orientation, into the DS200 input slot and follow the easy-to-read instructions displayed on the terminal's 12-inch LCD touch screen. The unit scans the entire ballot (front and back) in mere seconds, interprets voter selections and either accepts the ballot, storing a cast vote record (and optional scanned ballot image) for system tally; or identifies and alerts the voter to any exception condition (undervotes, overvotes, blanks, misreads) with large, easy-to-read system messages and audible alerts. The DS200 provides instructions for resolving any ballot issue, vastly improving voter oversight and accountability.

After a voter inserts a ballot, precise sensors simultaneously scan both sides of the ballot paper for the voter's selection marks. As the DS200 records ballot choices, the scanner stores a high-resolution image of the entire ballot and cast vote record to the inserted USB flash drive. The cast vote records are both digitally signed and encrypted using FIPS 140-2 level 2 certified algorithms.

Paper Transport Mechanism

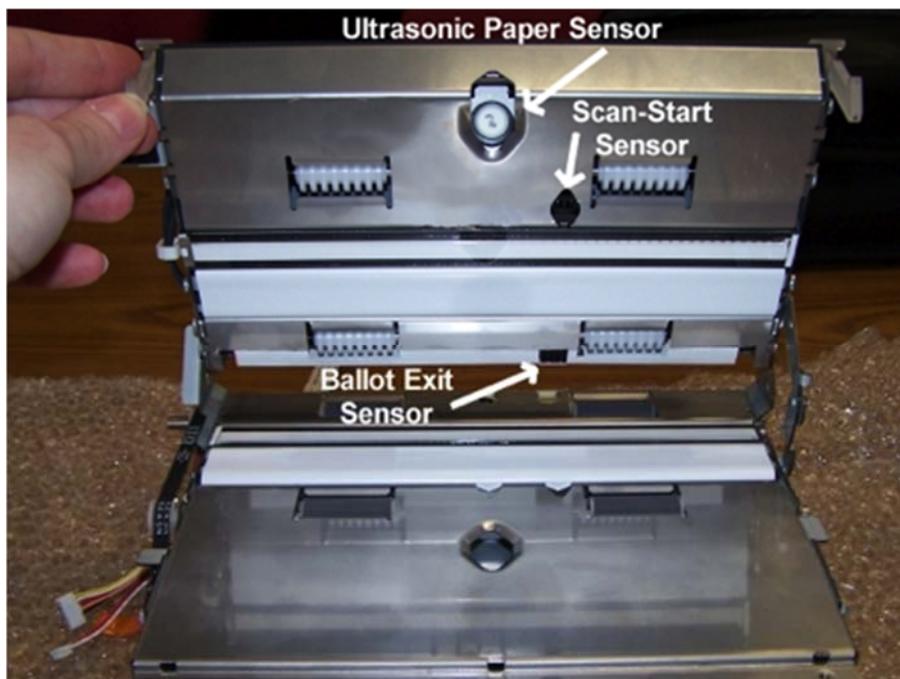
The paper transport mechanism was designed to handle an 8.5" standard width ballot or ExpressVote card. The length of the ballot is limited by the ballot box or receptacle that collects the ballots, or the length specified by the application software.



Paper Transport Mechanism

Primary components in the Paper Transport Mechanism include the rollers, stepper motor, drive belt, spring plates, static brush and ballot stamp. The scanner board controls the functions of the scanner transport. USB drivers enable communication between the scanner and the motherboard.

There are three paper sensors in the scanner within the ballot transport path: the ultrasonic paper sensor, the scan-start sensor and the ballot exit sensor. The picture below indicates the position of each sensor in the transport mechanism.



Ballot Transport Sensors

Scan-Start Sensor (S2): The detection of the leading edge of the ballot prompts the hardware to power the Contact Image Sensor (CIS) for image scanning.

The DS200 utilizes two Contact Image Sensors to produce a bitmap image of the ballot under scan. There is a top and bottom CIS to image both sides of the ballot simultaneously.

When the Start-Scan Sensor detects the leading edge of the ballot, it prompts the hardware to power the CIS for image scanning. As the stepper motor on the paper transport mechanism pulls the ballot across the CIS, the system acquires a 200 DPI image of the ballot. The CIS itself has photo-detectors spaced at an interval of .005", to achieve a resolution of 200 DPI across the width of the ballot, and the stepper motor advances the ballot .005" after each scan to produce a 200 DPI image down the length of the ballot.

Once a voter marks their ballot by hand or electronically by the ExpressVote, it should take 4 to 6 seconds to scan the ballot and confirm that the votes have been tabulated. The time to scan depends on the length and complexity of the ballot.

37. Describe the precinct count unit, including but not limited to portability, construction material, height, weight, width, depth, and electrical components.

ES&S RESPONSE

Portability and construction material

The DS200 is provided with a protective enclosure rendering the equipment capable of withstanding the transportation and storage requirements outlined in the 2005 VVSG, Volume I, section 3, subsections 3.3.3, "Transport and Storage of Precinct Systems," and 3.2.2.14, "Environmental Control – Transit and Storage."

The DS200® digital scanner's internal components are enclosed in a rugged, impact resistant GE C6600 – Polycarbonate Acrylonitrile Butadiene Styrene (ABS) plastic housing.

The unit's outer coloring is integrated into the plastic to prevent chipping or scratching on the outside surface.

The included DS200 carrying case is made of durable, scratch-resistant Acrylonitrile Butadiene Styrene (ABS) plastic materials features roller wheels and a telescoping handle. Convenient handles on the side of the case allow for an easy, two-person lift onto or off of the ballot bin. The telescoping handle, when held at 29" off the ground, weighs about **1 pound**. Pulling the wheeled carry case across a smooth, hard surface requires approximately **3 pounds** of force. The combined weight of the DS200 (including its internal battery) in its carrying case is 52 pounds.



Height, weight, width, and depth

DS200 scanner/tabulator:

Weight: 23 pounds,
Dimensions: 14" x 16" x 5.5"

DS200 ABS plastic carrying case (included with plastic ballot box):

Weight: 29 pounds
Dimensions: 27" x 24" x 8"

Electrical components

The DS200 comes with a power supply that operates from standard 120 VAC line voltages. It also includes an internal lithium ion backup battery to allow the unit to operate after loss of AC power. The maximum continuous current is 0.6A @120VAC.

The battery is a 21-volt, 10 cell lithium-ion battery that needs no special maintenance. The battery obtains its charge automatically from the system power supply any time the unit is plugged in. It ensures complete protection from power failure and provides a minimum of two consecutive hours of normal operation in the event of a power failure. The battery is floating on the system, meaning the battery kicks in immediately without system impact. When the battery gets low, the system will have a graceful shutdown to ensure no ballots are being scanned or data is being written to the USB flash drive when it loses power completely. When power returns, a recovery procedure allows voting to continue where it left off.

38. Describe the ballot box, including but not limited to portability, construction material, height, weight, width, depth, any electrical components, and the number of ballots that can be held in each compartment.

ES&S RESPONSE

Portability and construction material

The DS200 ballot box is constructed with durable, scratch-resistant Acrylonitrile Butadiene Styrene (ABS) plastic materials, with steel-reinforced doors, and four lockable, swivel caster rollers on the bottom of the box for easy transportability. The plastic base is designed for strength, and the plastic material complies with the UL 94V-0 specifications for flammability safety.

The DS200 carrying case serves as the top section of the plastic ballot box during operation. It can be removed and transported separately from the plastic lower ballot bin, and includes rollers and a telescoping handle. Just like the ballot box bin, the carrying case is constructed with durable, scratch-resistant Acrylonitrile Butadiene Styrene (ABS) plastic materials. With the auxiliary bins removed, the plastic ballot boxes can be nested five high.

Height, weight, width, and depth

DS200 Plastic Ballot Box w/Metal Doors and Base Plate w/wheels

Dimensions: 36.25" x 24" x 26"

Weight: 49 lbs. (includes box and e-bin)

Electrical components

The plastic ballot box has no electrical components.

Ballot box capacity

The DS200 plastic ballot box has a single main bin and is capable of holding 2,500 pieces of paper. The plastic box also has an auxiliary bin capable of holding 100-150 ballots awaiting tabulation. This number will need to be divided by the number of pages per ballot to estimate the ballot capacity.

39. Describe features that minimize storage space. Indicate whether the box may be broken down or nested, and those dimensions. Indicate if the ballot box can be stacked, and if stackable, the maximum number of units that can be stacked and total height of that stack.

ES&S RESPONSE

The DS200 carrying case serves as the top section of the plastic ballot box during operation. It can be removed and transported separately from the plastic lower ballot bin, and includes rollers and a telescoping handle. The DS200 and carrying case can be removed from the top of the ballot box base, and up to five ballot box bases can be stacked together. The total height of the stacked units is 58.75".

ACCESSIBLE VOTING EQUIPMENT

40. Describe the procedure, step by step, that a poll worker will perform in order to activate the accessible voting unit so that it will be able to read and mark ballots.

ES&S RESPONSE

The ExpressVote accessible voting unit requires no special procedures for opening the polls – if the election definition is already installed behind the secure access door, the power switch is set to On, and the mode is set to Voter, the screen will display “To begin voting, insert your card.” The ExpressVote is ready to mark vote choices.

The intuitive design offers streamlined simplicity for all voters, poll workers, and election staff.

41. Indicate whether during the conduct of the election, the accessible voting unit records the following: (1) a timed audit trail of all voter activity other than the printing of a correctly marked ballot, and (2) a timed audit trail of any error messages including but not limited to down time, jammed ballots, equipment failures, power outages, and equipment re-activation/deactivation. Indicate whether the printed report is generated in real time or at the close of the polls. Provide a sample of the printed report so generated.

ES&S RESPONSE

The ExpressVote maintains an internal audit log that records all major events that occur in the course of an election. These incidents are tagged with the time and date the incident occurred based on ExpressVote’s real-time clock time-and-date stamp settings. Audit logs are constantly updated in the system background and saved to the inserted ES&S media device in a circular buffer. Stored audit records are not affected by system power interruptions.

Poll workers can view audit logs on the unit’s touch screen or printed sheet. Machine level audit reports may be generated at any time from each of the system’s administrative menus. This information provides for immediate identification and resolution of error conditions.

ExpressVote displays and reports critical and non-critical status message in real-time and in the voter’s selected language or in English along with the international warning symbol depending on the nature of the error at the time of occurrence. In addition, each log entry is numbered and includes event details to facilitate recognition, segregation, and retention.

The following reports are produced by the ExpressVote: 1. System Readiness Report (Descriptive list of system settings that you can use to verify that the ExpressVote unit is ready to begin processing. Shows hardware configuration, media storage capability, firmware version, and election status). 2. Status Messages (critical and non-critical messages).

A sample audit log report from the ExpressVote is attached as [Attachment I](#).

42. Describe which error and status messages become part of the audit record and include samples.

ES&S RESPONSE

All error and status messages are logged—both critical and non-critical. A sample audit log report from the ExpressVote is attached hereto as **Attachment J**.

43. Describe components of the accessible voting unit, if any, that must be replaced or monitored during the time the polls are open.

ES&S RESPONSE

The ExpressVote uses no consumables so there are no components that need to be monitored while the polls are open.

44. Indicate how the accessible voting unit indicates to the poll worker and/or voter that a jammed or misfed ballot has not been read. A jammed or misfed ballot is one that has not been completely read by the unit.

ES&S RESPONSE

The ExpressVote is a ballot marking device only and does not read ballots. The ExpressVote records voters' choices on a vote summary card which is then tabulated using the precinct scanner, DS200, or central count scanner, DS850. Should card become jammed or misfeed, the unit will an audible alarm and indicate to the voter that a pollworker should be summoned. The pollworker can then access more detailed information as to the nature of the jam.

45. Describe the message(s) and manner(s) by which the accessible voting unit communicates to the voter and poll worker that the ballot is being or may be returned, and the message(s) and manner(s) by which the unit communicates the reason the ballot is being or may be returned.

ES&S RESPONSE

The ExpressVote displays status and error messages on the unit's color screen. Messages are displayed in full text or numeric format. The ExpressVote screen is intuitive and visually guides the voter through the voting session with easy-to read instructions and prompts. All visual information is also presented in audio format; the audio supports multiple languages. The audio interface is accessible through headphones which are designed to have low sound leakage. With privacy shields in place and headphone use, the privacy of the voter is maintained.

Damaged Card: If the ExpressVote detects a damaged card, the device will display one of the two following messages and return the card to the voter:

- 1) "Paper mis-feed. Please contact an election official."
- 2) "Activation Card not recognized"

The causes of either of these exceptions could be:

- 1) Card is fed into the ExpressVote incorrectly

2) Card is damaged (folded or torn).

To remedy the situation, the poll worker should reinsert the card, or, replace the card and retry.

Unread Card: If the ExpressVote detects an unreadable barcode on the card, the device will display the following message to the voter: “The Master bar code was not found or is unreadable.” The cause for this could be that the Master Barcode was not found or is unreadable. To remedy this issue, eject the card in Official mode. Wait a few seconds for the message to clear from the screen reinsert the card. If the error reoccurs, contact an election official or ES&S Customer Support.

Blank Card: If the voter does not mark any selections during the voting session, the ExpressVote will mark the card with the Master Barcode and each of the contests on the ballot will be marked with the annotation, “No Selection Made”. When the Master Barcode is scanned by the DS200, no votes will be counted for any contest with the “No Selection Made”.

Overvoted Races: The ExpressVote will not allow the voter to mark more selections on a contest than are allowed. It is impossible to overvote a contest.

Because the ExpressVote is a ballot marking device and does not tabulate votes, there are no issues with the vote card being rejected for tabulation reasons.

46. Describe the accessible voting unit's ballot handling devices, including all components required to accept the ballot and move it through the read station(s). Vendor must specify ballot handling speed.

ES&S RESPONSE

The ExpressVote is a ballot marking device only and therefore does not scan or tabulate ballots. The vote summary cards printed by the ExpressVote are scanned and tabulated by the DS200 or DS850.

47. Describe the accessible voting unit, including but not limited to portability, construction material, height, weight, width, depth, and any electrical components.

ES&S RESPONSE

The ExpressVote has been designed with materials and internal components and circuitry to achieve a life of at least 15 years. The ExpressVote internal components are assembled in a rugged, impact resistant GE C6600 – Polycarbonate Acrylonitrile Butadiene Styrene (ABS) plastic housing.

ExpressVote - Portability

The ExpressVote can withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. The ExpressVote comes with a soft-sided carrying case and may be stacked eight units high in storage.

ExpressVote - Dimensions

Unit Dimensions Operational: 19” H x 5.5” W x 17” D

LCD stowed: 22.5” H x 17” W x 11” D; 20 pounds, including internal battery.

ExpressVote - Electrical Components

ExpressVote contains a built-in power supply that operates from 110 volt AC lines. Power specifications include: input power voltage, 93-264 VAC; input power frequency, 45-66 Hz. An internal lithium-ion battery pack provides continuous operation after loss of AC power.

48. Describe features that minimize storage space. Indicate whether the unit may be broken down or nested, and those dimensions. Indicate if the unit can be stacked, and if stackable, the maximum number of units that can be stacked and total height of that stack.

ES&S RESPONSE

The ExpressVote comes with a soft-sided carrying case and may be stacked eight units high in storage. The total height of the stacked units is 180”.

49. Describe all procedures and methods, step by step, of marking a ballot using the accessible voting unit.

ES&S RESPONSE

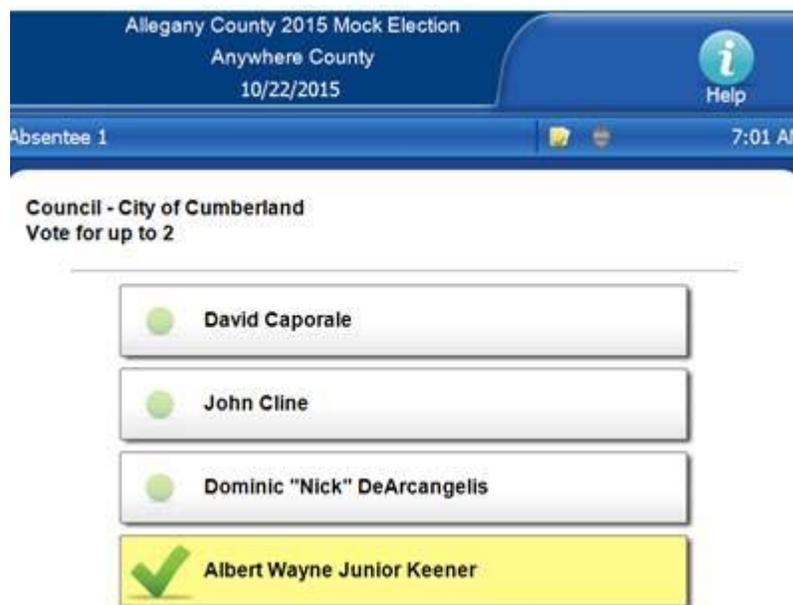
There are multiple ways for voters to interact and make choices on the card using the ExpressVote.

- Using the touch screen, a Rocker Paddle Device, a Sip-n-Puff Device, the Keypad and Audio headphones.

VOTING A CARD USING THE TOUCH SCREEN

1. “To begin voting, insert your card” should be displayed on the screen.
2. Insert an unmarked card into the input slot.
3. If multiple precincts and/or ballot styles are programmed on to the particular terminal, select the ballot that the voter requires.
4. If applicable, select a Language if multiple languages are available.
5. The voter may use the buttons at the bottom of the screen to access display options and navigate the card (Previous, Zoom, Exit, Contrast, and Next).
 - The Zoom button will change the size of the display font between the normal font and a larger size font to meet the individual voter’s needs. In any instance where the contest extends off the screen, a More navigation bar will be displayed allowing the voter to scroll up and down to see the entire content of the contest.
 - The Exit button will return the voter’s unmarked card.
 - The Contrast button will change the display between the normal full color view and a high contrast black and white view. (White text on a black background.)
 - The Previous and Next buttons are used to proceed backward and forward between contests.
6. Select a candidate or contest choice by touching anywhere in the candidate/contest selection box.

7. The selection will be highlighted in yellow, and a check mark will appear next to your selection.



In a “Vote for ONE” contest, if the voter wishes to change their selection, they will simply touch on a new choice. The previous selection will be de-selected and the new selection will be highlighted with a check mark adjacent to it.

In a “multiple vote for” contest, once the voter has selected the maximum number of choices and attempts to select an additional choice, a message will be displayed indicating that they have overvoted. If they wish to change a selection, they must first de-select a previous choice and then they may make a new selection.

If the election is coded with an alert for undervotes, an undervote message is displayed if you fail to, or choose not to make a selection in a contest. You may then either return to the contest and make a selection, or continue to the next contest without making a selection.

TO WRITE-IN A CANDIDATE USING THE TOUCH SCREEN

1. On a contest screen, where applicable, select **Write-In**. Enter your choice for the write-in using the keyboard.
2. Press **Accept** to accept the write-in and return to the previous screen. The write-in line will be highlighted in yellow, a check mark will appear next to your selection, and your write-in text will be displayed.
3. When the voter has completed making their selections in each contest, the **Verify Selections** screen is displayed for review. Any undervoted contests will be displayed in orange with an x to the left of the contest. If the voter wishes to re-visit a contest to change a selection, touch the contest on the review screen and that contest will be displayed. After making any changes, press the **Next** button and the voter will be returned to the **Verify** screen.
4. When the voter is done reviewing their selections, press the **Next** button to continue.
5. If the voter is ready to mark their card, press the **Print Card** button. Depending upon the hardware configuration, the card will be marked and returned to the voter.

6. Remove the marked card. The “To begin voting, insert your card” screen will appear.

7. Submit the card into the ballot box or tabulator for tabulation.

VOTING CARD USING KEYPAD

Voters can use the keypad to maneuver through the ballot and make choices. Typically the keypad is used by the visually impaired and headphones should be used to hear ballot instructions.

1. Insert unmarked card into the ballot feed tray.

2. If multiple languages are available, use the **Down Arrow** key to scroll through languages. Use the square **Select** key to select language.

3. The ballot will be identified and the **Voting Instructions** will be read. The use of the keypad keys will be explained.

4. Press the **Right Arrow** key to proceed to the first contest. The contest, the quantity available to vote for, and the number of choices available for selection, will be identified.

- Use the round **Repeat** key to have the last spoken phrase repeated.
- Use the **Tempo** key to adjust the speed at which the synthesized voice reads the text. Each time **Tempo** is pressed the current phrase will be re-started at the newly selected speed.
- Use the **Volume** key to adjust the synthesized speech to your personal comfort level.
- Use the diamond shared **Screen** key to toggle the monitor screen on and off. The screen would typically be turned off for privacy, while voting the audio ballot.

5. Press the **Down Arrow** key to scroll through the choices within a contest.

6. Use the **Select** key to select a choice once it has been read.

7. If you wish to change your selection in a “Vote for ONE” contest, simply scroll to your new choice and press the **Select** key. The new selection will override your previous selection.

HOW TO VOTE USING THE SIP-N-PUFF

Sip-N-Puff refers to the interface device commonly used by persons with disabilities, generally in a wheel chair, using his/her mouth on a straw to send inputs to the ES&S ExpressVote™. The voter sips or puffs on the straw to navigate the card and make selections.

The Sip-N-Puff device plugs into the front of the ExpressVote™ in the front panel. Typically, the voter will supply the device, thus this device is not included in our Pricing.

Using only sips and puffs of air, the voter can negotiate all screens. When the voter arrives at any screen, they use a puff of air to choose to use that screen or suck in air (sip) to bypass the screen.

If they choose the screen, then the first selection on that screen will be highlighted. They then choose that selection by puffing into the straw. To continue to the next selection they will sip into the straw. This moves them to the next selection where they'll either choose the selection (puff) or continue to the next selection (sip).

Now the voter sips to move to the bottom of the list and highlights the **Next** button. If the voter sips again, the highlight will move left along the navigation buttons at the bottom of the screen. If they continue to sip, the highlight will cycle back to the first selection option.

With the selection of the **Next** button, the voter will puff when the button is highlighted to select **Next** and move forward in the card.

The voter will continue in this manner to complete their card choices, then puff (select) the Print Card button when highlighted to complete the marking of the card.

HOW TO VOTE USING THE ROCKER PADDLE

Rocker Paddle refers to the interface device commonly used by persons with disabilities using his/her hands or feet to make selections instead of pressing the touch screen. This is an optional device not included in Pricing. The voter uses the paddle to indicate **YES** or **NO**.

The Rocker Paddle device plugs into the front of the ExpressVote™ in the Access Panel.

Using only yes/no, the voter can negotiate all screens. When the voter arrives at any screen, they choose **YES** to use that screen or **NO** to bypass the screen.

If they choose **YES** then the first selection on that screen will be highlighted. They then choose **YES** to make that selection or **NO** to move to the next selection.

For example, if there is a contest screen with two candidates the user selects **YES** when they arrive at the screen to indicate they want to vote in this race. (**NO** would skip the race). The first candidate will be highlighted in yellow. If they say **YES** then the first candidate will be selected and the highlight will move to the next candidate.

Now the voter selects **NO** to move to the bottom of the list and highlights the Next button. If the voter says **NO** again, the highlight will move left along the navigation buttons at the bottom of the screen. If they continue to choose **NO**, the highlight will cycle back to the first selection option.

VERIFYING A MARKED CARD

The ES&S ExpressVote™ allows the voter to re-insert their marked card with printed vote selections back into the input slot and verify their card choices. Note that no changes can be made from this verification step and the voter will only be able to view and hear the summary screen. If the voter wants to make changes, they will need to contact an election official to spoil or void the card and begin the voting process over.

TO VERIFY THE CARD

1. Insert the marked card into the input slot.
2. Select a **Language** if multiple languages are available. A screen appears and instructions are read regarding how to verify the votes.
3. Press **Next** or the **Right Arrow** to access the Verification Summary screen.
4. Review the selections that are marked on the card.
5. When done, press **Next** or the **Right Arrow** key.
6. When instructed to do so, remove the card from the input slot.

7. Submit the marked card to the ballot box or tabulator for tabulation.

50. Describe all features that can be used to assist voters in the marking of a ballot.

ES&S RESPONSE

The ExpressVote allows blind, low-vision, and limited-dexterity voters to privately listen to instructions and selections at a low volume, tone, and speed that will meet their unique needs. They cast their votes unassisted, thereby maintaining their privacy and anonymity. Features include:

- Touch screen
- Braille-embossed keypad
- Sip-and-puff tube
- Foot pedal or other two-way switch
- Audio voting session via text-to-speech or .wav files
- High-visibility on-screen ballots
- Voter-selected font size and contrast settings

Voters using the ES&S ExpressVote are offered many audio ballot options. The ExpressVote was designed to be usable by all voters, with or without a disability, without discrimination. The ExpressVote unit is designed for all voters including non-native speakers of English (NNSE). The ExpressVote uses electronic technology based on input from election officials and disability organizations. It integrates components such as a digital scanner, printer, touch screen, and a navigational audio-tactile keypad. Key features of the ES&S ExpressVote audio presentation include:

- Multiple ballot navigation and selection methods, including touch screen, Braille-embossed keypad, sip-n-puff tube, foot pedal or any other two-position switch.
- Audio presentation created by either real voice files or through the voice file generator in Electionware Toolbox.
- Ballot and voter instruction/ message presentation in the language selected by the voter both in audio and visual formats. Voting choices and instructions can be displayed in large text on a high contrast background on the touch screen monitor, as well as played by the audio system in the voter's preferred language.
- In addition to English, voters can choose any of the following languages: French, Chinese, Creole, Korean, Japanese, Russian, Spanish, Tagalog and Vietnamese. (Note that write-in names are limited to use of the English alphabet.)
- Allows voter to select a black privacy screen during an audio presentation.

- Tempo and volume controls for adjusting audio ballot presentation.
- Pause/resume audio capabilities

51. Describe how a voter can verify votes marked on the accessible voting unit and indicate whether a marked ballot can be fed into the accessible voting unit for verification of votes cast.

ES&S RESPONSE

Before a voter completes the voting session, the ExpressVote provides a summary page with the same language and interface options the voter used to make vote selection. The voter may return to any of the contests to modify/change selections, correct any errors, or fill in any skipped races prior to printing the record. The ExpressVote's unique software applications ensure that only the proper number of candidates is chosen for each race. The summary page allows the voter to verify the selections made before the marks are printed on Vote Summary Card.

The ExpressVote has an optional post-print verification that allows a voter to visually and audibly validate the data that is read off the marked card before it is cast.

The system produces a verifiable paper record for each voter that is digitally scanned for tabulation in the DS200 or DS850. Before casting the ballot in the DS200, the voter may choose to reinsert the voted summary card in any of the ExpressVote units programmed for the particular poll site and the machine will allow them to review their selections. When satisfied that their selections are correct, they can then have the card returned to them and may then cast their votes by inserting the card into the DS200.

BALLOT ON-DEMAND PRINTER SYSTEMS

52. Describe the speed at which one-sided ballots are printed and the speed at which two-sided ballots are printed. Indicate speeds as "ballots per minute".

ES&S RESPONSE

The Balotar Compact Printer prints a one-sided 8.5" X 11" monochrome ballot at a rate of 34 ballots per minute and a two-sided 8.5" X 11" monochrome ballot at a rate of 15 ballots per minute.

53. Describe all ballot on-demand printer system components and how they operate during ballot on-demand printing.

ES&S RESPONSE

The Balotar is a comprehensive, integrated solution to automate and streamline all the facets of ballot production and distribution. This integrated set of products and services provides election officials scalable and flexible options to address all their on-demand ballot printing needs. Our comprehensive solutions include:

- Automated Ballot Printing Software:
- UOCAVA Ballots
- Walk Up/ Counter Ballots
- Absentee Mail Ballots
- Ballot Duplication
- Provisional Ballots
- Election Day Ballots



Balotar Printing Platform

The Balotar is the flagship Ballot on Demand (BOD) product for Election Systems & Software. It is an integrated, portable, highly secure printing system specifically designed to generate ballots-on-demand for governmental elections, eliminating the pre-printed ballot waste that typically occurs with absentee and early voting. The Balotar combines commercially available printing components that are integrated with proprietary hardware and software modifications that enable it to meet the demanding printing and audit needs of our election customers.

Compact Balotar

The Compact Version utilizes a commercially available print engine, however, a proprietary cassette tray has been added to ensure proper print registration and allow printing of up to 19” ballots within ES&S tolerance specifications in a duplex mode. It’s small footprint and lighter weight makes it an ideal solution for vote centers and/or office environments.

Print Applications

Automated Multiple Request Software

This mode of operation is designed to ingest absentee request files from a host VR system, and then automatically create a matching print stream of ballots in the same order as mailing envelopes or labels. This option allows for fast, efficient and accurate production of UOCAVA and absentee mail ballots.

Manual Multiple Request Software

This mode of operation is designed to enable user to print batches of ballots based on manually entering requested ballots, or importing of a spreadsheet containing needed precincts and quantities. This mode would be used to when municipalities have a need to print emergency mail ballots on-site and/or for the Department of State to print ballots as needed.



System Configuration

The system is comprised of the following components:

- Compact Printer with two paper trays (ballot stock and report paper)
- Balotar Laptop
- MRS (Batch) Production Software
- SRS (Single Request) Software
- USB and Network Connectivity

BALLOT PRINTING

54. Describe ballot specifications, including but not limited to ballot stock weight, acceptable ballot colors, and exact ballot measurements necessary for efficient operation of the following System components: precinct count units, accessible voting units, and mail ballot counting units.

ES&S RESPONSE

ES&S recommends that Rhode Island use ES&S CountRight™ ballot stock. CountRight Ballot Stock has been specially engineered to run on ES&S tabulators and meets all ES&S specifications for the equipment. As the manufacturer of the scanning equipment, ES&S understands the critical synergy required between the ballot paper, the ink on the paper, and the tabulator logic. CountRight is available in two ways:

- As the only authorized distributor of CountRight, Veritiv offers parent sheets and rolls in several sizes and formats.
- ES&S stocks and markets CountRight Digital Ballot Stock sheets in a variety of lengths.

ES&S tabulators require the following ballot specifications to ensure proper tabulation of voter marks:

Paper Specifications

Paper Stock: ES&S CountRight Ballot Stock

Grain Direction on Finished Ballot: Long

Basis Weight: 80 # text weight (36.2874 kg)

Thickness: 0.0061 in. (0.015494 cm)

Smoothness: 130 Sheffield's

Moisture: 5.5 percent

Opacity: 97.0

Brightness: 96

PPI: 338

Ballot Width: 8.50 in. + 0.030 in. or - 0.020 in. (21.59 cm + 0.0762 cm or - .0508 cm)

Ballot Height: 11 in., 14 in., 17 in. or 19 in. + 0.030 in. (27.94 cm, 35.56 cm, 43.18 cm or 48.26 +.0762 cm)

Note: The ballot heights above are finished size lengths and do not include ballot stubs.

Color

To assist with correct ballot distribution at the polling place, ES&S recommends the use of a color strip in the ballot header as opposed to full color tinting, which further protects the anonymity of a voter's ballot.

Ballot Ink

Print all machine-readable components with commercially available black ink. Ink density must remain between a minimum of 0.95 and a maximum of 1.5. For best results, a density of 1.15 should be used. Flat ink should always be used, and powder or varnish should not be used when printing. Following these guidelines will ensure that the ink will not fade, smear or otherwise degrade and obscure or obliterate the paper record over time.

The following colored inks are approved only for creating screens on ballots:

- Red PMS Warm Red
- Orange Pantone 151
- Brown Pantone 472
- Yellow Pantone 107
- Purple Pantone 252
- Green Pantone 344

Oval Thickness and Color

Electionware's Paper Ballot module offers options for line thickness. ES&S recommends a .005 inch setting which creates a thicker oval for maximum mark detection performance. Paper Ballot also allows for the oval line color to be updated. ES&S supports many colors, including black, red, orange, blue and purple.

Folding Restrictions

Optical scan ballots can be printed on manufactured 80 lb. CountRight ballot stock. This paper is sufficiently durable to withstand repeated handling and folding for the purposes of mandatory random audits and recounts.

A folding machine may be used to expedite the process. In addition, roller pressures should be reduced to about 2 – 3 thickness of code stock.

ACCESSIBLE VOTING UNITS - EXPRESSVOTE

The ExpressVote does not utilize the same paper ballot as the precinct paper ballot, but rather utilizes a smaller, less expensive, thermal card stock that is inserted by either the voter or poll worker which in turn activates the voting session for the voter where they are then able to make their ballot selections independently and privately. The ExpressVote provides the voter with a summary review of their selections and allows them to make changes if they wish.

After review, the ExpressVote prints a durable, voter verifiable paper record summary of the voter's ballot selections. The voter who may be visually impaired, or lack fine motor skills or the use of their hands, to verify the printed content of the paper record, confirming how their votes will be recorded, using the same accessible features used by the voter to vote the ballot.

The ExpressVote generates vote records on 4 ½ inch x 11-, 14-, 17-, and 19-inch paper. The vote summary card uses thermal heat-sensitive paper with 134 Microns +/- 6 Microns (0.005275" +/- 0.00236") thickness.

MAIL BALLOT SYSTEM

55. Describe the procedures and list the types and quantities of equipment that will be needed to tabulate mail ballots.

ES&S RESPONSE

The two DS850 Central Count Scanner/Tabulators quoted in this bid will be all that is necessary to tabulate mail ballots.

Mail Ballot Preparation

Folded ballot preparation includes back-folding ballots along existing creases, as well as separating ballots that are seriously soiled or torn such that they could affect the reading accuracy of the ballot.

Mail Ballot Processing

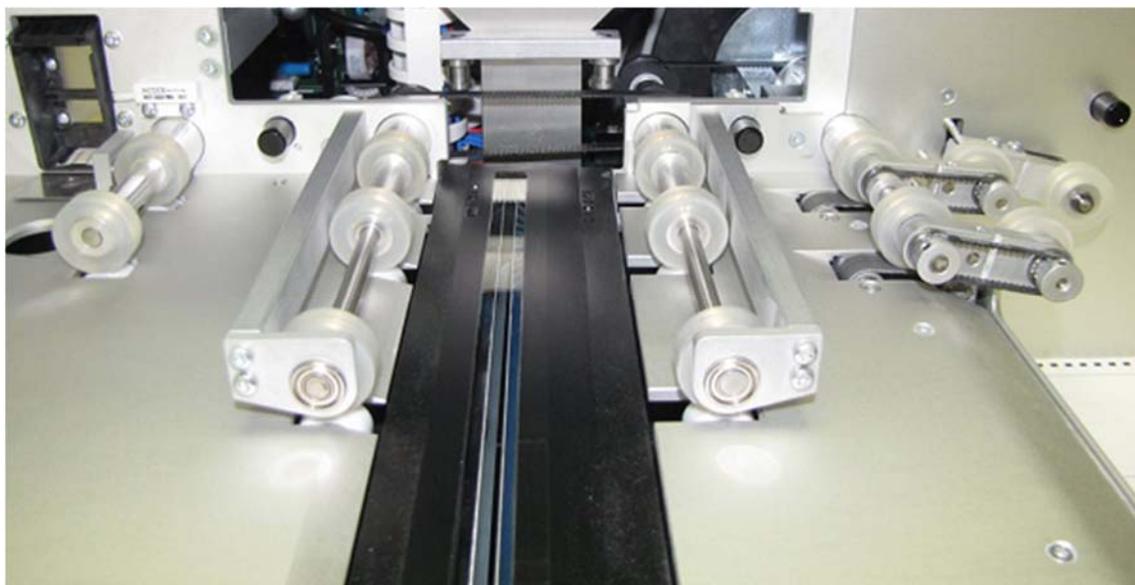
The DS850 operates at one speed and pick rate for folded and unfolded ballots. With appropriate ballot preparation, ballot throughput results approach that of flat ballots.

The DS850 can scan more than 300 14-inch double-sided ballots per minute, including folded ballots, with full sorting options enabled.

The DS850 has been uniquely designed to accept ballots that have been folded. The DS850 uses a patented technology known as TruGrip™, to provide constant contact with each ballot. By using 22 axled, double-rollers, full control of the ballot is ensured from start to finish.

The DS850's TruGrip™ transport and motorized input and main output bins provide exceptional high speed scanning of folded and damaged ballots. The DS850 has successfully scanned in thousands of folded mail-in ballots for customers in numerous elections with excellent handling of the ballots, even when the ballots were damaged.

A close-up of the DS850 TruGrip rollers is shown below:



56. Indicate whether the counting device will read ballots that have been folded without any special preparation or treatment to the ballots other than manually unfolding the ballot. Attach samples of ballots that are folded and can be read.

ES&S RESPONSE

Yes, the DS850 can read ballots that have been folded with ease. The only recommended preparation includes back-folding ballots along existing creases, as well as separating ballots that are seriously soiled or torn such that they could affect the reading accuracy of the ballot. Please see **Attachment E** for sample folded ballots.

57. Describe the number of ballots per minute that can be tabulated on each piece of equipment if ballots had been folded and if non-folded.

ES&S RESPONSE

The DS850 operates at one speed and pick rate for folded and unfolded ballots. With appropriate ballot preparation, ballot throughput results approach that of flat ballots.

All of these modes are done at the full speed of the DS850. The theoretical run rate of the DS850 is:

11" – 365 ballots per minute (bpm)

14" – 300 bpm

17” – 250 bpm

19” – 200 bpm

Actual ballot throughputs in the field are between 4,000 and 8,000 ballots per hour when scanning, tabulating and generating reports and up to 12,000 ballots per hour when simply scanning and sorting.

58. Describe the method by which the device tabulates write-in votes.

ES&S RESPONSE

The DS850 stores the front and back side image of each ballot in a G4-compressed TIFF image signed by a machine-specific private key. The G-4 compression causes no reduction in resolution.

Ballot images can be reviewed in Electionware. Ballot images can be filtered by various attributes, include displaying only ballots containing write-ins. The Cast Vote Record for the ballot image can be viewed beside the ballot image. Furthermore, Electionware can output a spreadsheet with an entry for each hand-written write-in found with the snippet of the image containing the voters' marks.

Image files can also be exported in a PDF format for archival or public review. During export, the ballots can be filtered, and there are options to include the CVR for the image and to apply a watermark to the PDF file.

59. Describe the method by which the device handles over-votes.

ES&S RESPONSE

The DS850 can be configured to sort ballots that include potential over-votes into designated output trays for human review or to automatically add over-vote totals to the results for each contest. Ballots containing over-votes can be configured to sort to an uncounted ballot outstack bin. If configured to go to a counted ballot bin, the votes in all over-voted contests will not be counted as votes, but will be tallied in the over-vote counts. The DS850 can produce a Bin Report that indicates all contests containing over-votes.

If sorted for review, ballots where the over-voted can be overruled because of a clear unintentional mark, such as an erasure or pen rest, can be remade and rescanned to tabulate according to voter intent. Ballots that contain true overvotes are rescanned with the sort filters off and added to the totals for each contest. Overvote totals are reported within each contest in detailed results reports.

60. Indicate whether vendor will replace or repair all defective hardware, software, and firmware for the mail ballot system at no extra cost to the State during the term of this contract.

ES&S RESPONSE

During the term of the contract, and provided that the State subscribes to and pays the applicable fees associated with ES&S hardware maintenance and software license, maintenance and support, ES&S will repair or replace any component of our equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship, at no additional cost to the State.

ELECTION TABULATION AND REPORT GENERATION

61. Describe the procedure, step by step, that a poll worker will perform in order to close the precinct count unit so that it will provide the results of precinct voting at the close of the polls.

ES&S RESPONSE

To close the polls the poll worker simply unlocks the access door, pushes the **Close Polls** button on the DS200, and then confirms by touching **Close Poll** on the screen.

The system can be configured in Electionware to automatically produce printed records with comprehensive information regarding poll closing. Additional reports that have not been programmed to print automatically may be configured and printed by pressing **Report Options** button on the DS200 touchscreen.

- The Event (Audit) Log Report lists all of the scanner events that occur from the time you load your election definition USB flash drive into the scanner until you remove the flash drive after the election is complete. The Event (Audit) Log Report may be programmed to print automatically upon startup or may be printed upon demand by the poll worker from the “Reports Option” prior to opening the polls.
- The Results Report prints automatically upon poll closing and may be provided in election summary or precinct formats. Additional copies can be programmed to print automatically if required by jurisdiction and may be printed upon demand from the “Reports Option” prior to shut down.

62. Describe the manner by which information will be printed directly from the precinct count unit clearly identifying the items contained in the audit trail. Descriptions must include, the arrangement of results on the printout clearly identifying the candidates with their political parties, offices sought including title of office and district number if applicable, and respective totals, and clearly listing other information such as the number of write-in votes cast in a race. Also include details such as the width of the printout and the colors in which the information may be printed.

ES&S RESPONSE

The DS200 produces a summary Results Report. The report is printed by the DS200’s thermal printer and stored on the elections media USB flash drive.

Results can also be printed from Election Reporting Manager (ERM) application using the DS200’s USB flash drives and from the Electionware Acquire module using ERM data or from the unit’s flash drives.

The Voting Results Report may be configured to print automatically at the close of the polls with either the polling place results or the precinct results. The Voting Results Report includes: time, date, unit serial number, County, default language, election date, poll opening and closing times, public count, protected count, count of number of sheets processed, race, candidate with party, number of votes per candidate, number of write-ins, ballot measures, and number of votes yes or no, and Election Judge signature lines.

In addition to being printed automatically, all the reports may be printed manually and in the number needed by the jurisdiction.

The DS200 thermal paper roll is a continuous feed paper roll that is 3.15 inches wide by 80 feet long. It is a drop-in paper roll that allows the poll worker to change the paper in a matter of seconds. The thermal paper printing technology eliminates ink/ribbon costs, maintenance, and downtime.

A sample of the DS200 Results Report printed from the DS200 is shown below:

```
***VOTING RESULTS REPORT***
10:44 AM January 18, 2011
Unity Serial Number: 010738001

AnyCounty USA
AnyCounty USA
01 AnyCounty Poll
Election Date: July 04, 2011
Poll Opened Date: July 04, 2011
Poll Opened Time: 8:00 AM
Poll Closed Date: July 04, 2011
Poll Closed Time: 9:00 PM
Public Count: 11
|
Poll Voting Report

Total Ballots: 11

FOR PRESIDENT
Number to Vote For          1
REP-ABRAHAM LINCOLN        3
DEM-ANDREW JACKSON        0
LIB-GEORGE WASHINGTON      6
Write-in                   0

FOR GOVERNOR
Number to Vote For          1
REP-ED MCMAHON             3
DEM-JOHNNY CARSON         7
LIB-MERV GRIFFIN          0
Write-in                   0

FOR COUNTY CLERK
Number to Vote For          1
REP-ELVIS PRESLEY          5
DEM-WLADZIU VALENTINO LIBERACE 1
LIB-KAREN CARPENTER       4
Write-in                   0

QUESTION 1:
FOR                          6
AGAINST                       4

WE, THE UNDERSIGNED, DO HEREBY CERTIFY
THAT THE ABOVE RESULTS ARE A TRUE AND
ACCURATE ACCOUNT OF ALL BALLOTS COUNTED
AND THAT ALL COUNTERS WERE ZERO (0) WHEN
THE POLLS OPENED AND THAT THE ELECTION WAS
HELD IN ACCORDANCE WITH THE LAWS OF THE
STATE.

-----
Election Judge

-----
Election Judge

-----
Election Judge

-----
Election Judge

01 AnyCounty Poll
Unity Serial Number: 0107380011

***END OF REPORT***
```



63. *Attach a sample of the printout obtained from the precinct count unit at the close of the polls, together with a copy of the voted ballot that produced the printout. Printout should include opening and closing information; a timed audit trail of any error messages including but not limited to down time and jammed ballots; a timed audit trail of all voter activity other than the casting of a correctly voted ballot, including but not limited to the return of an over-voted ballot or blank ballot.*

ES&S RESPONSE

The DS200 has an audit log, the Event Log Report, to allow for the auditing of all operations relating to the election setup, ballot creation, ballot creation, ballot tabulation, results consolidation, and report generation.

The DS200 audit log report lists and stamps with time and date all events (errors, definition loaded, reports printed, incidents of ballot exceptions, ballot jams, system halts, power on, and user-initiated functions system checks, mode of operation, entry of access code, any menus accessed, initiation and completion of voting session, as well as, other events) that occur on the system from the time an election worker inserts the terminal's removable USB flash drive until the drive is removed.

Additional audit log capability exists in the DS200 Ballot Status and Accounting Report also includes the total number of write-in votes cast (if any), the number of blank ballots, the number of over-voted ballots, and the number of crossover ballots (if applicable) processed by the system.

The DS200 stores an individual record of each ballot cast (a cast-vote record) and if configured to do so, an image of each ballot cast on the USB flash drive when the ballot is processed. It also copies the entire USB flash drive content onto the backup flash drive (if used) when the user closes the polls on the DS200. These records are then available for re-tabulation if required.

A sample of the printout obtained from the precinct count unit at the close of the polls, together with a copy of the voted ballot that produced the printout, is in **Attachment K**.

64. *Describe in detail how the operator of the regional tabulation equipment can input the information obtained from the precinct count units.*

ES&S RESPONSE

ES&S' results reporting program, Election Reporting Manager (ERM), is used to accumulate election results data from all ES&S tabulation devices. For the DS200 precinct count tabulator, there are multiple methods of uploading results to ERM. The first – which is the most likely to be used at regional tabulation sites – is to upload results directly from the USB media device that was used in the DS200 on Election Day. The user inserts the USB device into the regional ERM PC and begins the upload process. Since the regional PC is sharing its results database with the central tabulation location, there are no additional steps needed at either location. In summary, results uploaded from regional tabulation sites are immediately available for reporting at both the regional and central tabulation sites.

In addition to manually processing USB devices, ERM is also capable of receiving DS200 results electronically via wireless modem – functionality that passed VSTL testing. In this configuration, the DS200 operator is prompted to begin the transfer process after the polls have closed and the results tape has completed printing. ERM processes transmitted results automatically and in real time. Any results that are transferred via wireless modem would be delivered directly to the central tabulation location. Once the data

transmitted to the central tabulation location has been updated into the statewide results database, those results are immediately available for reporting at the regional tabulation sites.

65. Describe how regional and precinct totals can be transmitted to and tabulated at the central tabulation location, including but not limited to required equipment, phone lines, modem needs and other transmission methods.

ES&S RESPONSE

ES&S envisions Rhode Island's regional and central locations being connected to a single, shared results database. This means that regional results data is immediately available at the central location after it has been uploaded via USB into the regional ERM computer. No additional data transfer is required. For this environment, each regional site would require at least one Windows 7 PC with a stable internet connection (Ethernet recommended).

Some precincts may choose to take advantage of the DS200's ability to transfer results to the central location via or VSTL-tested wireless technology. In this scenario, the DS200 is equipped with an internal wireless modem. (ES&S supports modems from all major cellular carriers – AT&T, Sprint, and Verizon.) After the polls have closed and the results tape has printed, a screen is automatically displayed that provides the current signal strength and asks the poll worker if he or she would like to begin the transfer process. Once transfer is started, the DS200 establishes an SFTP connection with a server at the central location, delivers the encrypted results file, and terminates its connection. For this environment, the DS200 would require an internal wireless modem, and the central location would require an SFTP server and an EMS database server. For additional information, please see our system flow chart in **Attachment B**.

66. Describe the security measures used during the transmission of election results from the regional tabulation equipment to the central tabulation equipment and, if applicable, from the precinct count unit to the regional tabulation equipment/central tabulation equipment to ensure the avoidance of the intentional/unintentional altering of results.

ES&S RESPONSE

The proposed system supports secure wireless network results transmission (VSTL-tested) utilizing a Data Transmission Security bundle configured in the Electionware Configure module. The security bundle is loaded to the DS200 using USB media.

The standard election definition file configured in Electionware includes necessary configuration options to support network communications, including server IP address and telephone numbers. The encrypted security bundle contains network access passwords to facilitate secure connection and authentication with the central reporting location.

When election results are transmitted, a double encryption procedure is employed. The DS200 tabulator first encrypts the election results. Then a secure tunnel is set up with the SFTP server located in the DMZ. The election results are encrypted again before being transmitted to the SFTP server. The election results, as encrypted by the DS200, are stored in an NTFS file system. The SFTP Client located on an Election Reporting Manager (ERM) workstation within the EMS LAN (Inside), establishes a secure tunnel with the SFTP server, pulls in the encrypted election results, and places them on the server for processing. ERM then

decrypts the data just prior to processing the election results. Using this approach, election results are encrypted from the time they are bundled by the DS200 tabulator until processed by ERM, safely inside the EMS LAN.

The jurisdiction's election administrator assigns a unique account and password to all users of the EMS PCs. In addition, user accounts and access codes are established for users of Electionware using the built-in Set Up module. User established passwords are also utilized in ERM for the transmission of results data. VVSG 2005 requires protecting vote data using digital signature. ES&S application software digitally signs every cast vote record and digitally signs the package of cast vote records captured by the tabulators. Additionally, ES&S application software exceeds the VVSG requirement by placing a digital signature on all data sent to the tabulators on removable media (from the EMS PC) and all data returned from the tabulators on removable media (to the EMS PC). Tabulator and EMS digital signature processes use the EC-DSA P-384 algorithm within the RSA Crypto library.

67. Describe testing methods used to ensure the accurate transmission of election results from the regional tabulation equipment to the central tabulation equipment and, if applicable, from the precinct count unit to the regional tabulation equipment/central tabulation equipment to ensure the avoidance of the intentional/unintentional altering of results.

ES&S RESPONSE

ES&S envisions the majority of Rhode Island's election results would be transferred to the central location through the use of regional sites. The process for testing these regional sites and then clearing all test data from system is very easy. First, each regional PC should verify they have connection to the central location database. ERM will notify the regional user if the connection does not exist.

To test the DS200 precinct tabulator, a test deck should be prepared for each Election Day precinct. The Test Deck module within Electionware – Toolbox makes this simple by creating pre-marked test decks, ensuring accuracy and removing human error from the equation. The test decks in a region should be scanned by their respective DS200's, results verified, and the results on the various USB media should be uploaded using the appropriate regional ERM computer. At that point, results on the DS200 results tape can be compared to ERM reports at both the regional and central locations. Once results are verified, ERM features a one-step process for clearing all test data, ensuring the system is fully cleared and prepared for Election Day. The USB media are then re-inserted into their respective DS200's and the votes are cleared using the on-screen display. Please note that all actions taken during the testing process are maintained in the products' respective System Log.

In addition to regional sites, ES&S also envisions some precinct count units transmitting their results via wireless modems directly to the central location. The testing process is very similar to the previous paragraph, with a test deck being scanned and a results report being printed. However, after that process has completed, the DS200 will automatically prompt the operator to begin the VSTL-tested modem transmission process. The tabulator will contact the central location's SFTP server and deliver the encrypted results file, providing the user real-time feedback throughout this process. ERM operators at the central location will also receive real-time feedback as test results are received from the various precincts. The results can then be compared to the DS200 results tapes to verify accuracy.

Note: For those precincts that intend to use wireless modems, ES&S works with customers and wireless carriers to perform site surveys of those locations prior to system implementation. These site surveys establish the signal strength of each location. Since the wireless carriers are participants in this process, they are able to identify which locations require additional coverage.

68. Provide the exact citations to the federal test report certifying that the system contains the following:

- *Devices necessary to perform the function of interpreting the image of the voted ballot*
- *Ability to assign votes to the proper memory registers*
- *Ability to reliably read ballots that contain vote marks meeting reasonable criteria for placement, size, and intensity*
- *A rejection rate of voted ballots that does not exceed one (1) percent.*

ES&S RESPONSE

All above items were tested during the data accuracy test of the federal test report. Please see **Attachment L** for the test report. The Data Accuracy Test is section 4.5.5 on page 41 of the attached test report.

69. Describe how information can be transferred from the central tabulation site to the municipal boards of canvassers. Include details about how mail ballot totals can be transmitted from the central tabulation site to the appropriate municipal board of canvassers for statewide elections, including required equipment, phone lines, modem needs, and other transmission methods as applicable.

ES&S RESPONSE

Mail ballots will be tabulated at the central tabulation site using high-speed DS850 paper ballot scanners. Results from the tabulation of mail ballots will be uploaded on a regular basis to the statewide results database at the central tabulation site. Based on ES&S' innovative system plan for Rhode Island, a common results database will be shared between the central tabulation location and all regional municipal locations. This means that all of ERM's reporting features – including all precinct, electionwide, and canvassing reports – will be fully available for the municipal boards of canvassers. To prepare information regarding just mail ballot totals, the user would generate the desired report and choose to display information for just the mail-in group. (ERM has the ability to separate results based in the different types of voting used in an election. These different types of voting are known as results “groups,” and ERM supports up to 14 groups in a given election.)

In order to maintain connection with the statewide database, the regional municipal ERM computers should have a stable internet connection (preferably Ethernet).

70. Indicate the error-free data retention period for the precinct count memory devices used to retain election results programs.

ES&S RESPONSE

All ES&S systems comply with VVSG standards for integrity, availability and security of data.

DS200 election definitions and results are retained on USB flash drives. These flash drives provide error-free data retention for the required 22-month period.

71. Provide a list and an example of all reports available at the regional tabulation level and central tabulation level. Indicate at what point in the tabulation process the report can be printed.

ES&S RESPONSE

The DS850 is capable of producing the following reports:

1. Zero Report (ensures all of your contests have zero votes before you begin scanning ballots. The report displays zeros for all contests, indicating that no ballots have been scanned). This report is printed before tabulation begins.
2. Results Report (contains detailed election results. Has several report level options. These include Election Detail, Election Public, Precinct by Precinct Detail, and Precinct by Precinct Public).
3. Batch/Bin Report (contains ballot totals for the last batch that was saved. The totals are provided for the selected bin and report level. Bin reports for uncounted bin (Top bin and optionally, the middle bin) include ballot totals and the reason that each ballot outstacked. Bin reports for counted bins (Bottom bin and optionally, the middle bin) have ballot counts, including a breakdown of the number of ballots for each precinct in that particular batch. The reports are particularly useful for adjudicating ballots, as well as for post-election audits and recounts. By default, no batch/bin reports are printed automatically when the user saves a scanned batch of ballots. If you want reports to print automatically when you save a batch of scanned ballots, you must use the Batch/Bin Reporting screen to specify the number of reports you want printed.
4. Precincts Processed Report (which precincts have been processed and which have not been processed). This report can be printed as desired during tabulation.
5. System Readiness Report (a descriptive list of system settings that you can use to verify that the DS850 is ready to begin ballot processing). This report prints automatically when the DS850 is powered on. It can also be printed or previewed from the Reports Menu.

ELECTION REPORTING MANAGER

There are essentially two types of reports available in Election Reporting Manager (ERM) – Summary and Canvass. Summary Reports are available on a precinct or election level and can include group breakdown. Summary Reports allow for the inclusion or exclusion of over-vote and under-vote reporting, date and time stamp, page number, and one- or two-column format. Canvass Reports are available with two different key layouts, name or number. Canvass Reports allow for the inclusion and exclusion of over-vote and under-vote reporting, date and time stamp, page number, precincts reported line, and totals only (without detail).

Please refer to **Attachment M** for sample reports.

72. Describe how election results can be electronically transmitted to the State Board of Elections' website at specified intervals at the close of polls.

ES&S RESPONSE

Election Reporting Manager has several export capabilities that will allow results to be posted on the Rhode Island's website. Similar to Rhode Island's current method, ERM provides ASCII exports, as well as multiple other formats such as CSV and XML. ERM also has the ability to export almost any of the reports (precinct, summary, or canvass/spread sheet) in HTML format so that they can be directly posted on the Rhode Island website. There is also a web menu tab that allows the State to format their own results displays and use the various menu selections to upload the initial election specific data (precincts, contest, candidates, etc.) and then populate results. These exports can be performed at any time on election night, and used to update the state's website. Some ES&S customers choose to export this information at a set interval, allowing them to keep their website's information up-to-date.

73. Describe the formats by which data collected at the precinct level, regional tabulation level and central tabulation level are able to be exported to an electronic storage device. A recommended format includes but is not limited to IEEE p1622 XML data format.

ES&S RESPONSE

ERM features the export of raw election data in multiple formats, including ASCII, CSV, and XML. All of this exported data can be transferred to an electronic storage device, and these exports can be performed at any time on election night. Details about the various outputs are provided below:

- ASCII – Provides either precinct level results or electionwide results. The user can choose to export solely numerical data or the numerical data with identifying text.
- XML – Provides electionwide and precinct level results data for all contests and choices in the election.
- CSV – Provides electionwide and precinct level results data. The user can customize the exported file to choose one or multiple contests and/or precincts.

74. Describe how all data/information created by the System will be transmitted to the State Board of Elections and the Department of State. Data/information includes, but is not limited to audit logs, ballot images, and any other data/information the System produces.

ES&S RESPONSE

ES&S envisions the State Board of Elections and the Department of State having access to the statewide results database. They would have immediate access to any results data that is required.

Post Election Day, all of the audit data and ballot images from each tabulator used in the election can be uploaded to ERM. This data is captured and uploaded via the USB media device that was used in the tabulator(s) on Election Day. As this information is uploaded, Electionware's Acquire module accumulates and consolidates all the audit data and ballot images. The end result is that a considerable amount of information is available within Electionware, including:

- Audit data from any tabulator used in the election
- An image of every ballot
- The corresponding Cast Vote Record for each individual ballot image.

Electionware is capable of exporting the above items in a number of formats, including XLSX and PDF. These files can easily be copied to removable media for transfer to the State Board of Elections and/or Department of State.

75. *Indicate the procedures for the State Board of Elections to retrieve any information on the central tabulation equipment.*

ES&S RESPONSE

Our proposal includes two DS850 high speed scanners. DS850 results can be uploaded either directly from the election media (flash drive) from each DS850. Alternatively the DS850s can be networked and results uploaded via Secure File Transfer Protocol (SFTP) as follows:

The DS850s can be connected to the EMS network via an SFTP Server hosted on the EMS Server. Each DS850 is given a unique User ID and Password. The SFTP Server is set up so that the DS850-transmitted data is stored directly into the proper election data folder on the EMS Server. All physical connections to the network are standard, physical, network connections.

Multiple DS850 tabulators can also optionally be networked to a central reporting PC for high-speed mass ballot counting and results consolidation. This local reporting network has no connections to the Internet or outside data lines.

IMPLEMENTATION AND STAFF QUALIFICATIONS

IMPLEMENTATION

1. *Vendor will supply a detailed plan, including timetable, for implementing and installing an optical scan precinct count paper ballot tabulation system and all related equipment as requested by this proposal based upon a contract award being made in or around November, 2015. The delivery timetable must be sufficient to allow for complete testing and set up so that the entire System is ready for use for the 2016 election schedule commencing with the presidential preference primary to be held on April 26, 2016.*

ES&S RESPONSE

Please see **Attachment N** for the Project Management Plan.

2. Vendor will provide a listing of all major components of the implementation and work plan and projected start and completion dates/times. The work plan description will include a detailed proposed project schedule with timeframe (by task and subtask), a list of tasks, activities, and/or milestones that will be used to mark the progress of the project.

ES&S RESPONSE

Please see **Attachment O** for the Project Management Timeline.

3. Vendor will describe and justify the approach proposed to be taken for each task and the technical issues that will or may be confronted at each stage of the project, the assignment of staff members, subcontractors and support organizations and the concentration of effort for each, and the attributable deliverables for each.

ES&S RESPONSE

Please see **Attachment N** for the Project Management Plan.

ORGANIZATION AND STAFFING

4. List a single contact who will coordinate all phases of the project, including but not limited to: information gathering, installation, maintenance, training and warranty. Supply the resume or a statement of prior experience and qualifications for said individual.

ES&S RESPONSE

Joe Vitale, Customer Service Manager, will be the single point of contact for the State of Rhode Island. Joe is a lifelong Rhode Island resident and has been running elections for the State for almost 14 years. Please see **Attachment P** for Joe’s experience statement.

5. Vendor will identify all other staff proposed as members of the project team including all technicians, supervisory and management individuals, and the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals. This is in addition to other requests for information as required throughout this proposal.

ES&S RESPONSE

The State of Rhode Island’s project management team members are as follows. Please see **Attachment P** for project team experience statements.

Project Team Member	Title	Responsibility
Joe Vitale	Customer Service Manager	Primary point of contact. Current responsibilities include: Ballot layout, Hardware coding, equipment maintenance, L&A testing, Project definition and planning, Risk identification and management,



		Resource allocation, Project progress monitoring and tracking, Cost control, Project Status updates to Corporate, and Supervision of part time warehouse staff and temporary workers.
Kevin Horvath	Project Manager	Point of contact on election related hardware and software installation projects to ensure successful implementation
Heather Doxon	Lead Trainer	Provide election software and equipment training.
Gary Jacobsen	Regional Manager	Supervision of 19 field service technicians, Resolution of service calls that require special attention, Train new technicians on all ES&S equipment and proper usage.
Kevin Gates	Senior Service Technician	Assist and support customers with hardware and software related technical issues.
Horacio Prado	Senior Service Technician	Assist and support customers with hardware and software related technical issues.
Conrad Dumagpi	Senior Service Technician	Assist and support customers with hardware and software related technical issues.
Ty Janke	Senior Service Technician	Assist and support customers with hardware and software related technical issues.

6. Vendor will identify all subcontractors who will be providing services, System components and related hardware, software, and firmware or staff in connection with this contract. Identify the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals employed by subcontractors as the case may be. This is in addition to other requests for information as required throughout this proposal.

ES&S RESPONSE

CUSTOM COMPUTER SPECIALISTS

6 Blackstone Valley Place Suite 402
 Lincoln, RI 02865

Custom Computer Specialists, (formerly UNICOM) has assisted the on-site ES&S Project Manager with the maintenance and operation of the statewide network since 1997. Technicians deploy the PC's and Eagle modems to the 39 cities and towns for regional results transmission. The equipment is setup and tested, and results transmission to the central site in Providence is verified. Technicians also are onsite during the mock election, which is held before each statewide election, to identify and resolve issues that may arise. They also are onsite for election night support to ensure all results are received and tabulated correctly.



Custom's comprehensive IT Solutions and Services improve the State's IT productivity, service quality, and end-user experience. Since Custom's was founded in 1979, it has attained more than 800 technical and professional certifications, including 400 manufacturer's certifications, in specializations such as wireless, unified communications and virtualization. From client engagement to technology implementation to service delivery, Custom's IT Solutions and Services give the State access to our deep expertise and knowledge of advanced technologies and proven practices along the entire IT life cycle.

Please see **Attachment Q** for more details about Custom Computer Specialists. While due to company policy Custom Computer Specialists cannot provide experience statements for the specific individuals at this time, we have attached sample resumes of employees that may be assigned to projects for the State of Rhode Island.

ADECCO

235 Promenade Street, Suite 130

Providence, RI 02908

Adecco is a nationally recognized temporary employee agency. ES&S has been working with the Providence office since 1998. Temps are used primarily for L&A testing prior to each statewide election. A minimum of five people are hired for approximately two weeks per election to meet the election timeline. The Adecco Group is the result of over 50 years' expansion and growth by acquisitions around the world.

Please see **Attachment Q** for more details about ADECCO. Because of the nature of temporary staffing, experience statements cannot be provided at this time. However, each temporary employee must first pass a rigorous background check, details of which can be found in the attachment.

7. Vendor will identify all support organizations that will be providing services, System components and related hardware, software, and firmware or staff in connection with this contract. Identify the duties, responsibilities, and concentration of effort which apply to each. Vendor will also supply resumes, curricula vitae, or statements of prior experience and qualifications for said individuals employed by support organizations. This is in addition to other requests for information as required throughout this proposal.

ES&S RESPONSE

Please see the above response.

PREVIOUS EXPERIENCE AND BACKGROUND

PREVIOUS EXPERIENCE AND BACKGROUND – EQUIPMENT VENDOR

1. Provide the history of the proposed System, including whether the System proposed is the latest version of the equipment available that has been fully tested and currently in distribution.

ES&S RESPONSE

The DS200 was first manufactured in April 2007. By November 2008, more than 4,500 DS200 digital precinct scanners were built and successfully used in the Florida Primary and General elections. ES&S utilized Ricoh Electronics Inc. as its prime contract manufacturer for the DS200 from 2007-2009.

In 2009, the EAC certified the DS200 under 2002 Voting System Standards. During 2009, more than 8,000 DS200 digital scanners were successfully used in the primary and general elections in Florida and Ohio. In 2009, ES&S shifted responsibility for contract manufacturing to Pivot International, Inc, headquartered out of Lenexa, Kansas. Pivot conducts manufacturing operations out of its ISO 9001 certified facility in Manila, Republic of the Philippines.

In 2010 New York City, selected ES&S to provide DS200 digital scanners to support its 4.6 million voters. Five other counties in New York also chose the DS200 as their primary voting system. In 2012, the State of New York certified the DS200 under the 2005 Voluntary Voting Systems Guidelines (VVSG) and New York election law requirements. Less than a year later, in May 2013, the U.S. Election Assistance Commission (EAC) approved the certification of the DS200 under the 2005 VVSG standards.

As of today, ES&S has manufactured more than 24,000 DS200 scanners. By the end of 2015, ES&S will manufacture an additional 4,000 DS200 units bringing the total produced since the first build to over 21,000.

Today, more than 50 million registered voters in the United States and Canada can now cast their ballots via this state-of-the-art ballot scanner.

The proposed version of the DS200 is the latest version of the DS200 which is certified to the U.S. EAC VVSG 2005 standard and includes many enhancements in the areas of security, ballot processing speed, ballot handling, and voter and poll worker graphical interfaces.

The DS850 was first manufactured in 2009. The DS850 was first used in Colorado Springs Colorado in May of 2010. ES&S utilized DATAWIN Inc. as its prime contract manufacturer for the DS850.

In 2012, the EAC certified the DS850 under 2002 Voting System Standards. From 2009 to 2015 170 DS850 have been manufactured by DATAWIN, and are in use over 20 states from coast to coast

The DS850 was design to span the EAC standards and was also certified to the U.S. EAC VVSG 2005 standard.

The ExpressVote was first manufactured in 2014. By September of 2015, more than 5000 ExpressVotes were built and successfully deployed to customers across the US. Pivot International, Inc, headquartered out of Lenexa, Kansas is the original and current manufacture for the ExpressVote. Pivot conducts manufacturing operations out of its ISO 9001 certified facility in Manila, Republic of the Philippines.

The current ExpressVote was certified to U.S. EAC VVSG 2005.

2. Describe how long the proposed System equipment has been in distribution and the anticipated future availability of all System equipment proposed.

ES&S RESPONSE

The ES&S DS200 was first manufactured in April 2007. The initial contract manufacturer, Ricoh Electronics Inc., manufactured over 12,000 DS200's at its production plant in Tustin, CA. during the next two years.

Beginning in May 2009, Pivot International, Inc., took over the role of contract manufacturer for the DS200 from its ISO 9001 facility in Manila, Republic of the Philippines. Pivot has produced over 5,000 DS200's and is under contract to produce an additional 4,000 units during CY2014-2015. By the end of 2015, the number of DS200's manufactured will exceed 21,000 units.

The ES&S DS850 was designed by one of the world's best high speed document scanning companies with over 30 years' experience designing document scanners. DATAWIN has offers a significant ability to enhance and maintain high speed document scanners.

The ES&S ExpressVote was first manufactured in April 2014. The initial and current manufacturer, Pivot International, Inc., manufactures from its ISO 9001 facility in Manila, Republic of the Philippines. Pivot has produced over 5,000 ExpressVotes and is under contract to produce an additional 2,000 units.

The ExpressVote was originally designed and certified as a ballot marking devices only. ES&S is in the process of updating the ExpresVote to include tabulation directly from the terminal.

There are no issues with anticipated future availability of all system equipment.

3. Provide a brief history of the System equipment manufacturer, including information that will demonstrate that the manufacturer has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.

ES&S RESPONSE

The DS200 digital scanner has been produced by both Pivot International and Ricoh Electronics, Inc. Both companies have extensive quality management certification programs throughout their design and manufacturing processes. ES&S has manufactured more than 17,000 DS200 scanners. Approximately 12,000 DS200 scanners were assembled at the Ricoh's manufacturing plant in Tustin, CA. The remainder were assembled at the Pivot International ISO-9001-certified facility in Manila, Republic of Philippines. Future production of DS200s is expected to be in Pivot's facility in Manila. The ExpressVote accessible voting device is also manufactured by Pivot International.

Pivot Manufacturing began operations in 2008. The company supports the defense, aerospace, commercial electronics and semiconductor industries by providing machining and mechanical assembly operations. Pivot performs these services at production volume. The company also is expanding its kitting, assembly, and electronic component distribution side of the business through our association with a large component distributor.

Pivot International certifications include:

- ISO 9001:2008
- DBE/SBE/MBE

- HUBzones

Ricoh Electronics, Inc. (REI) is Ricoh's U.S. manufacturing subsidiary based in Tustin, California. REI began manufacturing products in 1973, making Ricoh the first Japanese company to manufacture office equipment and consumables in the United States. The company produces highly-advanced digital copiers, peripherals, printed circuit boards, thermal media, toner, parts, recycled toner cartridges, and customer configured products at its facilities in Orange County, California, and Lawrenceville, Georgia. More information can be found on the company's website: http://www.ricoh-usa.com/about/corporate_overview/corporateoverview.aspx?alnv=corp

Ricoh REI certifications include:

- ISMS Certification, BS7799 Part 2
- ISO 15408
- ISO 9001:2008

DATAWIN can draw upon over 30 years of experience in the comprehensive creation of high-performance scanners, optical mark readers (OMR) and mobile data acquisition devices: from the raw materials to the final products, from custom-made designs to series production.

Development, design, manufacturing, marketing and service thereby fulfill all the guidelines of the current European quality standard ISO 9001:2008 and thus all legal and regulatory specifications on a well-elaborated quality management system. Certification was issued by DEKRA, one of Europe's leading auditing firms. Since initial certification in the year 2008, DATAWIN has been continually certified by ISO 9001:2008.

DATAWIN's products are "Made in Germany", they are manufactured and assembled exclusively at our company seat in Ergolding. In this manner, highly precise quality devices are produced in accord with the best German engineering tradition. The high degree of in-house production depth assures DATAWIN of gapfree quality control in all stages of production as well as consistently high product quality.

As a result of this product quality, DATAWIN enjoys the trust of a worldwide customer base. This esteemed national and international reputation is simultaneously an honor and an obligation for DATAWIN; both the quality management and the products of DATAWIN are subject to an ongoing optimization process. Basis for this among other things are the continuing dialog and confidential exchange of information with users of DATAWIN scanners and optical mark readers.

4. Provide a comprehensive listing of current users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units and accessible voting units. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

ES&S RESPONSE

Please see **Attachment R** for a listing of current full service users.

5. If the vendor is not the manufacturer, describe the relationship between the vendor and the manufacturing company and the length of time this relationship has been in place.

ES&S RESPONSE

Our contract manufacturer for the DS200 and ExpressVote is Pivot International Inc. headquartered in Lenexa, Kansas. Pivot has manufactured vote tabulators for ES&S for almost 15 years. Pivot has extensive quality management certification programs throughout their design and manufacturing processes to include ISO 9001 and ISO 13485. ES&S has manufactured and deployed more than 17,000 DS200 scanners throughout North America. Pivot employs an ISO 9001-certified production facility in Manila, Republic of the Philippines, for its manufacturing operations.

DATAWIN manufactures the DS850 for ES&S and maintains ISO 9001:2000 certification for its quality management system.

6. If any subcontractors or support organizations will be used in the sale or installation or service of the Rhode Island System, list the subcontractors with the terms and conditions of their contract and provide a brief history including information that will demonstrate that the subcontractor or support organization has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.

ES&S RESPONSE

Not applicable. No subcontractors or support organizations will be involved in the sale, installation or service of the Rhode Island System.

7. For each subcontractor or support organization listed above, provide a comprehensive listing of current users including a brief description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units where said subcontractor or support organization has performed comparable work. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

ES&S RESPONSE

Rhode Island is the only account where Custom Computer Specialists is involved in the election process but has been doing so since 1997. However, they do provide services to many government agencies including the State of Rhode Island.

Please see **Attachment Q** for additional details about Custom Computer Specialists.

PREVIOUS EXPERIENCE AND BACKGROUND – FULL SERVICE PROVIDER

8. Provide a comprehensive listing of current full service users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and

accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

ES&S RESPONSE

Please see **Attachment R** for a listing of current full service users.

9. Provide a comprehensive listing of previous full service users including a description of the project, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

ES&S RESPONSE

Please see **Attachment S** for a listing of previous full service users.

10. If the vendor is not the full service provider, describe the relationship between the vendor and the full service provider and the length of time this relationship has been in place.

ES&S RESPONSE

Not applicable. ES&S is the full service provider.

11. If any subcontractors or support organizations will be used to provide any of the components of the full service contract in Rhode Island, list the subcontractors with the terms and conditions of their contract and provide a brief history including information that will demonstrate that the subcontractor or support organization has the necessary facilities, abilities, and experiences in the field of elections necessary to complete this contract.

ES&S RESPONSE

Custom Computer Specialists provides different levels of technicians based on the specific assignment and charges an ES&S set government hourly rate. With a facility in Lincoln, RI and a pool of technicians to draw from as well as their 18 years of partnering with ES&S, they are more than capable of completing this contract.

Please see **Attachment Q** for additional details about Custom Computer Specialists.

Adecco has been supplying temporary employees out of the Providence office and charges ES&S a standard hourly rate. They also have a large pool of workers to draw from and have never failed to provide people to complete the assignment. As part of our agreement with Adecco, background checks must be done on any employee recommended for this assignment.

Please see **Attachment Q** for experience statements and qualifications for Adecco.

12. For each subcontractor or support organization listed above, provide a comprehensive listing of current users including a description of the project detailing the full service needs, name of the jurisdiction, contact person and numbers of voters, precinct count units, and accessible voting units where said subcontractor or support

organization has performed comparable work. Special attention will be given to experiences with contracts for the same or similar number of precinct count units and accessible voting units as being provided in Rhode Island and having similar full service needs and using a similar configuration of precinct, regional tabulation and central tabulation.

ES&S RESPONSE

Rhode Island is the only account where Custom Computer Specialists is involved in the election process and has been doing so since 1997. However, they do provide services to many government agencies including the State of Rhode Island.

Please see **Attachment Q** for additional information about Custom Computer Specialists.

LIVE DEMONSTRATION

The State intends to conduct live demonstrations during the Evaluation and Selection period. The demonstrations allow for vendors to display and demonstrate their System equipment and processes to the Technical Review Committee.

Vendors will demonstrate applicable System components during this period.

ES&S RESPONSE

ES&S acknowledges and will comply.

FINANCIAL STABILITY

1. Provide information regarding the financial resources and business background of the vendor including audited financial statements covering the previous five (5) years. If the vendor is not the manufacturer of the System equipment, the vendor must also submit the manufacturer's audited financial statements covering the previous five (5) years with the bid. In the event that either the vendor or manufacturer has been in existence for less than five (5) years, then that entity must submit an audited financial statement for each and every year that they have been in existence.

ES&S RESPONSE

Please refer to **Attachment T** for the audited financial statements from the previous five years.

2. Vendor must also include its most recent financial records for the current fiscal year not reflected in the audited financial statements previously requested in this proposal.

ES&S RESPONSE

Please refer to **Attachment U** for the financial records for the current fiscal year.

LEGAL RESPONSES

APPENDIX D: CONTRACT TEMPLATE

VENDOR AGREEMENT

ES&S RESPONSE

ES&S has included a copy of its standard Voter Tabulation System and Services Agreement (“ES&S’ Standard Agreement”) and respectfully requests that the State consider using ES&S’ Standard Agreement. It has been designed specifically for the provision of election products and services to a customer. Please note that the content of this RFP and all provisions of the successful proposal deemed pertinent by the parties, including the State’s standard terms and conditions, may be easily incorporated into ES&S’ Standard Agreement. In the event the State requests that it utilize its form of agreement, ES&S requests that certain provisions from its Standard Agreement be incorporated into the final agreement between the parties. Those provisions include ES&S’ license and support terms set forth in Article 2 of ES&S’ Standard Agreement, ES&S’ warranty, limitation of liability and proprietary rights terms set forth in Article 3 of ES&S’ Standard Agreement and ES&S’ maintenance and support terms set forth in Exhibit F to ES&S’ Standard Agreement.

In addition, ES&S has included suggestions for alternative language in response to certain terms and conditions of the State’s agreement or otherwise requested the opportunity to further discuss certain items in the event it is the successful responder. ES&S understands that the State is under no obligation to accept any wording changes which we may have submitted in our proposal and we have made every effort to fully comply with all requirements of the RFP and be responsive

Item	Issue	Proposed Language
<p>Section 4. Inspection, Testing and Conditions of Acceptance</p>	<p>ES&S acknowledges this provision and agrees to the requirements set forth therein. In addition, ES&S request that State utilize mutually agreed upon acceptance testing criteria for the purposes of acceptance testing and payment for the deliverables agreed to in the Agreement. ES&S has developed objective acceptance testing criteria which may be used by the parties in connection with the State’s acceptance of the equipment and software to be provided under the Agreement. ES&S respectfully</p>	<p>Section 4. Inspection, Testing and Conditions of Acceptance</p> <p>Contractor is to furnish and make operational for testing all Systems and Services in accordance with the procedures set forth on Exhibit F-H and as otherwise set forth herein. All Systems and Services are subject to inspection and testing by the State, and any that does not meet or exceed the specifications or other requirements of this Agreement may be rejected. The State shall be given seven (7) days from completion of installation by Contractor (or seven (7) days after delivery if installed by the State) to test, evaluate and accept any materials, equipment, software supplies and Services delivered or furnished under this Agreement (provided that the State, in its sole discretion, may accept the same prior to expiration to the seven (7) day period).</p>



Item	Issue	Proposed Language
	<p>requests that the State review and consider utilizing these previously developed acceptance testing criteria for the purpose of objectively determining whether or not the equipment and software meet the acceptance criteria. ES&S' acceptance testing criteria can be found in ES&S' Standard Agreement attached to its proposal response.</p> <p>Further, it is ES&S position that, under a purchase or lease-purchase arrangement, title to the equipment shall pass to the State when the State has paid ES&S in full for such equipment and not when the equipment has been accepted. Under a pure lease arrangement, title will always remain with ES&S.</p> <p>Finally, ES&S believes the reference to Exhibit F in the first paragraph of this Section should be changed to Exhibit H.</p>	<p>If the Systems or Services fail to meet the specifications of this Agreement or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Upon rejection and receipt of comments regarding such rejection, the Contractor will have fifteen (15) days to resubmit the rejected item to the State with all appropriate corrections or modifications made and/or addressed. The State will again determine whether the item is acceptable to it and provide a written determination within fifteen (15) days of receipt of the revised or amended item. If the item is once again deemed unacceptable and thus rejected, the contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the State. In the event of a third rejection, the State may terminate the Agreement and if terminated exempt the State from all costs incurred by the Contractor.</p> <p>Systems and Services shall be deemed accepted on the first day after successful completion of the acceptance-testing period, or the final acceptance of any ongoing Services provided. Acceptance is declared when the Systems, or any component thereof, are certified by the State for use. Upon request, the State shall provide Contractor with written confirmation of acceptance in the form set forth on Exhibit I. Acceptance shall be effective for the purpose of determining payment title to that which is delivered and for making payment. <u>Title to the equipment shall pass to the State upon payment in full for such equipment under a purchase or lease purchase agreement. Title shall remain with ES&S, at all times, under a lease agreement.</u> However, acceptance by the State following testing and evaluation during the seven (7) day period shall not be conclusive that the Systems or Services conform in all respects to the warranties or other specifications and other requirements set forth in this Agreement. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, then the Contractor shall take whatever action is necessary to conform the materials,</p>

Item	Issue	Proposed Language
		<p>equipment, software or services to the Agreement specifications and other requirements, including but not limited to modification or replacement of the same. Contractor's failure to do so shall constitute breach of this Agreement, for which the State may exercise the remedies provided herein, in addition to and not in lieu of any other remedies available to the State.</p> <p>At the conclusion of any work performed, Contractor shall demonstrate that the Systems and Services are fully operational and work has been performed in compliance with all specifications and requirements set forth herein. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.</p>
<p>Section 5. Title, Risk of Loss and Insurance</p>	<p>ES&S acknowledges this provision, however, ES&S requests that the parties conduct acceptance testing within thirty (30) days of delivery of such equipment and that title to the equipment under a purchase or lease purchase arrangement shall pass to the State upon ES&S' receipt of payment in full for such equipment. Under a pure lease arrangement, title will always remain with ES&S.</p>	<p>Section 5. Title, Risk of Loss and Insurance</p> <p>Until acceptance by the State of the System or Services or any component thereof, title and risk of loss to that which is delivered shall remain with Contractor, <u>provided acceptance occurs within thirty (30) days of delivery. After such thirty (30) day period, risk of loss shall pass to the State.</u> Contractor shall insure the System and Services provided hereunder against any loss or damage with standard "all-risk" coverage at the replacement value of such deliverables until acceptance by the State. Contractor also shall provide comprehensive liability insurance covering bodily injury with limits of not less than \$1,000,000, per person and \$1,000,000, per occurrence, covering any and all liability of the Contractor related to this Agreement, and property damage liability insurance with a limit of not less than \$1,000,000, per occurrence.</p> <p>All insurance which the Contractor is obligated to maintain, shall be issued by insurance companies authorized to do business in the State. All insurance policies shall: (i) in form and substance be reasonably satisfactory to the State; (ii) be written as primary policy coverage, not contributing with, or in excess of any coverage carried by the State or another; (iii) name the State as a loss payee; (iv) except as otherwise provided for in this Agreement, contain an express waiver of the right of subrogation against the State; and (v) contain a</p>



Item	Issue	Proposed Language
		<p>provision that the insurer shall endeavor to give the State at least 30 days prior written notice of any termination or lapse of insurance coverage, reduction in insurance coverage, or material change in the terms of insurance.</p> <p>The Contractor hereby indemnifies the State from and against any and all claims, charges, costs, demands, damages, fees, including reasonable attorneys fees, or other impositions of any kind whatsoever brought, alleged, made, filed or otherwise asserted in any manner against the State as a result of the Contractor's performance of its obligations under this Agreement.</p> <p><u>Title to the equipment under a purchase or lease purchase agreement shall pass to the State upon ES&S' receipt of payment in full from the State for the applicable equipment. Title shall remain with ES&S, at all times, under a lease agreement.</u></p>
<p>Section 8. Rights to Records, Software, Licenses and Images.</p>	<p>ES&S acknowledges this provision and agrees that any deliverables, documents or other items which ES&S specifically creates for the State under a resulting Agreement will be the property of the State. However, all pre-existing deliverables, documents and other items which contain ES&S pre-existing intellectual property shall remain, at all times, the property of ES&S.</p>	<p>Section 8. Rights to Records, Software, Licenses and Images</p> <p>The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, including data prepared by the Contractor, <u>specifically for the State</u>, for purposes of this Agreement, shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor or any other party other than that specifically provided by this Agreement.</p> <p>The Contractor agrees that at all times during the term of this Agreement and thereafter, works <u>specifically created by Contractor for the State</u> as a deliverable under this Agreement, and Services <u>specifically -performed by the Contractor for the State</u> under this Agreement shall be "works made for hire" as that term is interpreted under the copyright laws of the United States. To the extent that any products <u>specifically created by the Contractor for the State</u> as a deliverable under this Agreement are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and</p>

Item	Issue	Proposed Language
		<p>interest (including all intellectual property rights) to all such products <u>specifically created by Contractor for the State</u> under this Agreement, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.</p> <p>The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Agreement.</p> <p>The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials <u>specifically created by the Contractor for the State and</u> provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.</p> <p>The State shall have the exclusive right to use, duplicate, and disclose any software, data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor <u>for those deliverables specifically created by Contractor for the State</u> in connection with this Agreement. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material <u>specifically created by the Contractor for the State</u> connected with this project only with the express written approval of the State.</p> <p><u>Notwithstanding the foregoing, the Contractor shall, at all times, own all of its pre-existing intellectual property, documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, including data prepared by the Contractor which the Contractor owned prior to entering into this Agreement with the State or which the Contractor develops during the term of the Agreement and is not otherwise specifically created by the Contractor for the State.</u></p>
Section 9. Patents, Copyrights, and	ES&S acknowledges this provision and agrees to	Section 9. Patents, Copyrights, and

Item	Issue	Proposed Language
<p>Intellectual Property.</p>	<p>indemnify the State for any infringement claims associated with ES&S' System, provided the State does not (i) fail to timely or properly install and use any update provided to it by ES&S; (ii) use ES&S' System in combination with other equipment, hardware or software not meeting ES&S' specifications; or (iii) modify or alter any item of ES&S' System without the prior written consent of ES&S.</p> <p>In addition, ES&S agrees to provide the State with a license to use its proprietary software and firmware, subject to certain terms and conditions.</p> <p>ES&S requests that this provision be updated to reflect ES&S' responsibilities with respect to its indemnification obligations as well as to include certain ES&S' license terms and conditions.</p>	<p>Intellectual Property</p> <p>If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items in connection with the System and Services and for any other purpose.</p> <p>The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, trade secret or any other intellectual property right. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, copyright or any other intellectual property right, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations; <u>(c) installs and uses any update provided by Contractor; (d) does not use Contractor products in combination with other equipment, hardware or software not meeting Contractor's specifications; and (e) does not modify or alter any item of Contractor's products without Contractor's prior written consent.</u> The obligations of this paragraph are in addition to those stated below.</p> <p>If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.</p> <p><u>Subject to the terms and conditions of this Agreement, Contractor hereby grants to the State a nonexclusive, nontransferable license for</u></p>

Item	Issue	Proposed Language
		<p><u>its bona fide full time employees to use Contractor’s proprietary software described herein and documentation supplied by Contractor. The license allows the State to use and copy the Contractor proprietary software (in object code only) and the documentation, solely for the purposes of defining an election and tabulating and reporting election results in the State of Rhode Island. The licenses granted in herein do not permit the State to use the source code for Contractor’s proprietary software. Further, the license does not permit the State to take any of the following actions with respect to Contractor’s proprietary software: (a) Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Contractor’s proprietary software; (b) Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Contractor’s proprietary software or documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the Contractor’s proprietary software or documentation by any third party to perform any services for the State (including, but not limited to, any coding, programming or layout services) without Contractor’s prior written consent; (c) Cause or permit any change to be made to the Contractor’s proprietary software without Contractor’s prior written consent; or (d) Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.</u></p> <p><u>In consideration for Contractor’s grant of the license for the Contractor’s proprietary software described herein, the State shall pay Contractor the Contractor software license fees set forth herein. The consideration for Contractor’s grant of the license for the Contractor proprietary firmware is included in the cost of the Contractor equipment.</u></p> <p><u>The licenses granted herein shall commence upon the delivery of the Contractor proprietary</u></p>

Item	Issue	Proposed Language
		<p><u>software and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by State of the annual software license and software maintenance and support fee as set forth herein. Contractor may terminate either license if the State fails to pay the consideration due for, or breaches any material provision set forth herein with respect to, such license. Upon the termination of either of the licenses granted herein for Contractor proprietary software or upon the State's discontinuance of the use of any Contractor proprietary software, the State shall immediately return such Contractor proprietary software and the related documentation (including any and all copies thereof) to Contractor, or (if requested by Contractor) destroy such Contractor proprietary software and documentation and certify in writing to Contractor that such destruction has occurred.</u></p> <p>Notwithstanding anything to the contrary in this Agreement, to the extent (i) work performed or provided by the Contractor in connection with this Agreement (the Work Product) or (ii) Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such Pre-Existing Intellectual Property individually and collectively referred to herein as "Third Party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, nonexclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by</p>

Item	Issue	Proposed Language
		<p>Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Agreement and not solely using funds from this Agreement</p> <p>Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.</p> <p>Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third-party software in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.</p> <p>Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any software or</p>

Item	Issue	Proposed Language
		<p>technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its Subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Agreement as to any software or technology shall be construed as being inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.</p>
<p>Section 12. Representations and Warranties.</p>	<p>ES&S acknowledges this provision and requests that certain of ES&S' warranty terms and conditions be incorporated into the State's Representations and Warranties provision so as to fully set forth each party's obligations for the warranty being provided under the Agreement.</p>	<p>Section 12. Representations and Warranties</p> <p><u>Contractor equipment/Contractor software. Contractor warrants that during the contract term (the "Warranty Period"), it will repair or replace any component of the Contractor equipment or Contractor software which, while under normal use and service: (i) fails to perform in accordance with its documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Contractor equipment components that are consumed in the normal course of operating the equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. The Warranty Period will commence upon completion of the Acceptance Testing. Any repaired or replaced item of Contractor equipment or Contractor software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Contractor equipment or</u></p>



Item	Issue	Proposed Language
		<p><u>Contractor software will become the property of Contractor. This warranty is effective provided that (I) State promptly notifies Contractor of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Contractor equipment or Contractor software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (III) the Contractor equipment or Contractor software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor or State, including, but not limited to, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) State has installed and is using the most recent update, provided to it by Contractor. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.</u></p> <p><u>System. Contractor warrants that the Contractor equipment or Contractor software will operate in conjunction with the third party items during the Warranty Period, provided that (i) State has installed and is using the most recent update, provided to it by Contractor, and (ii) the third party Items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Contractor will repair or replace the item of Contractor equipment or Contractor software that is causing such breach to occur. State acknowledges that Contractor has merely purchased the third party Items for resale or rental to State, and that the proprietary and intellectual property rights to the third party Items are owned by parties other than Contractor (“Third Parties”). State further acknowledges that except for the payment to</u></p>

Item	Issue	Proposed Language
		<p><u>Contractor for the third party items, all of its rights and obligations with respect thereto flow from and to the third parties unless otherwise set forth herein.</u></p> <p>Contractor hereby represents and warrants that each and every component of the Systems will be free of defects that would prevent the Systems from operating in conformity with the terms hereof in all material respects. If any Systems component fails to operate in conformity with its specifications during the Term hereof and for a period of two (2) years thereafter, Contractor shall provide a replacement for the component or, at the State's sole option, shall repair the component. The Contractor shall bear the shipping costs to return the malfunctioning component to Contractor, and Contractor shall bear the costs for standard shipping of the repaired or replaced component back to the State.</p> <p>This warranty shall also include repair of damage resulting from transportation by the Contractor between sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of the State.</p> <p>All parts used under this Agreement must be new parts. Parts that have been replaced shall become the property of the State.</p> <p>The Contractor also represents, warrants and covenants to and with the State that all of its agents, employees, representatives and any person providing goods or services including the System and Services to the State shall be properly supervised and trained to provide such goods and services to the State without limitation.</p> <p>Contractor represents and warrants that all of its operations and personnel related to the System and Services shall be in compliance with all federal laws and regulations, and all laws and regulations of the State, including but not limited to the Occupational Safety and Health Act, the State's purchasing and procurement law and regulations, including the State's minority business enterprise criteria, without limitation.</p> <p><u>CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT,</u></p>

Item	Issue	Proposed Language
		<p><u>INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</u></p>
<p>Section 16. Termination for Cause.</p>	<p>ES&S acknowledges this provision. However, it is ES&S' position that in the event ES&S fails to fulfill its obligation under this Agreement, ES&S be provided with a thirty (30) day period in which to cure any alleged breach or default under the resulting Agreement. In the event a thirty (30) day cured period would have a material detrimental impact on the ability of the State to conduct its elections in a timely and satisfactory manner, the parties would mutually agreed upon a shorter cure period. As such, ES&S proposes that this provision be modified as set forth in the next column.</p>	<p>Section 16. Termination for Cause</p> <p>If the Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the State <u>shall provide the Contractor with written notice setting forth such failures or violations and shall provide Contractor thirty (30) days, or such other time as may be mutually agreed upon, in writing by the parties, in which to cure any breach under the Agreement. In the event the Contractor fails to cure any breach within the applicable cure period, the State</u> may terminate this Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages.</p>



United States Election Assistance Commission

Certificate of Conformance

ES&S EVS 5.2.0.3



The voting system identified on this certificate has been evaluated at an accredited voting system testing laboratory for conformance to the 2005 *Voluntary Voting System Guidelines (2005 VVSG)*. Components evaluated for this certification are detailed in the attached Scope of Certification document. This certificate applies only to the specific version and release of the product in its evaluated configuration. The evaluation has been verified by the EAC in accordance with the provisions of the *EAC Voting System Testing and Certification Program Manual* and the conclusions of the testing laboratory in the test report are consistent with the evidence adduced. This certificate is not an endorsement of the product by any agency of the U.S. Government and no warranty of the product is either expressed or implied.

Product Name: EVS

Model or Version: 5.2.0.3

Name of VSTL: NTS Huntsville

EAC Certification Number: ESSEVS5203

Date Issued: 8/05/2015

Chief Operating Officer & Acting Executive Director
U.S. Election Assistance Commission

Scope of Certification Attached

Manufacturer: Election Systems & Software
System Name: EVS 5.2.0.3
Certificate: ESSEVS5203

Laboratory: NTS Huntsville
Standard: VVSG 1.0(2005)
Date: August 05, 2015



Scope of Certification

***Note that this Scope of Certification remains the same as for EVS 5.2.0.0 *except* for some component version numbers noted in **red** on page 4 of this document**

This document describes the scope of the validation and certification of the system defined above. Any use, configuration changes, revision changes, additions or subtractions from the described system are not included in this evaluation.

Significance of EAC Certification

An EAC certification is an official recognition that a voting system (in a specific configuration or configurations) has been tested to and has met an identified set of Federal voting system standards. An EAC certification is **not**:

- An endorsement of a Manufacturer, voting system, or any of the system's components.
- A Federal warranty of the voting system or any of its components.
- A determination that a voting system, when fielded, will be operated in a manner that meets all HAVA requirements.
- A substitute for State or local certification and testing.
- A determination that the system is ready for use in an election.
- A determination that any particular component of a certified system is itself certified for use outside the certified configuration.

Representation of EAC Certification

Manufacturers may not represent or imply that a voting system is certified unless it has received a Certificate of Conformance for that system. Statements regarding EAC certification in brochures, on Web sites, on displays, and in advertising/sales literature must be made solely in reference to specific systems. Any action by a Manufacturer to suggest EAC endorsement of its product or organization is strictly prohibited and may result in a Manufacturer's suspension or other action pursuant to Federal civil and criminal law.

System Overview:

ES&S EVS 5.2.0.0 is comprised of the ExpressVote, AutoMARK Voter Assist Terminal (AutoMARK A100, A200 & A300), DS200 Precinct Digital Scanner (DS200), DS850 high-speed Central Count Digital Scanner, ElectionWare, Election Reporting Manager (ERM), ES&S Event Log Service, Removable Media Service (RMS), ExpressVote Previewer and VAT Previewer.

- The ExpressVote is a universal vote capture device designed for all voters, with independent voter-verifiable paper record that is digitally scanned for tabulation. This system combines paper-based voting with touch screen technology. The ExpressVote includes a mandatory vote summary screen that requires voters to confirm or revise selections prior to printing the summary of ballot selections using the internal thermal printer. Once printed, ES&S ballot scanners process the vote summary card. The ExpressVote can serve all voters, including those with special needs, allowing voters to cast ballots autonomously. ES&S has fully integrated the ExpressVote with the existing suite of ES&S voting system products.
- AutoMARK Voter Assist Terminal enables voters who are visually or physically impaired and voters more comfortable reading or hearing instructions and choices in an alternative language to privately mark optical scan ballots. The AutoMARK supports navigation through touchscreen, physical keypad or ADA support peripheral such as a sip and puff device or two position switch.
- DS200 digital scanner is a paper ballot tabulator designed for use as a polling place scanner. After the voter makes their selections on their paper ballot, their ballot is inserted into the unit for immediate tabulation. Both sides of the ballot are scanned at the same time using a high-resolution image-scanning device that produces ballot images.
- The DS850 is a high-speed, digital scan central ballot counter that uses cameras and imaging algorithms to capture voter selections on the front and back of a ballot, evaluate results and then sort ballots into discrete bins without interrupting scanning. A dedicated audit printer generates a continuous event log. Machine level reports are produced from a second, laser printer. The scanner saves voter selections and ballot images to an internal hard disk and exports results to a USB Memory stick for processing with Election Reporting Manager.
- ElectionWare integrates the election administration functionality into a unified application. Its intended use is to define an election and create the resultant media files used by the ExpressVote, DS200 tabulator, AutoMARK™ Voter Assist Terminal (VAT), the DS850 Central Ballot Scanner, and Election Reporting Manager (ERM). An integrated ballot viewer allows election officials to view the scanned ballot and captured ballot data side-by-side and produce ballot reports.
- ES&S Event Log Service is a Windows Service that runs in the background of any active ES&S Election Management software application to monitor the proper functioning of the Windows Event Viewer. The ES&S Event Log Service closes any active ES&S software application if the system detects the improper deactivation of the Windows Event Viewer.
- The ExpressVote Previewer is an application within the EMS program that allows the user to preview audio text and screen layout prior to burning Election Day media for the ExpressVote.
- The VAT Previewer is an application within the EMS program that allows the user to preview audio text and screen layout prior to burning Election Day media for the AutoMARK™.

- Removable Media Service (RMS) is an application that runs in the background of the EMS client workstation and supports the installation and removal of election and results media.
- Election Reporting Manager (ERM) generates paper and electronic reports for election workers, candidates, and the media. Jurisdictions can use a separate ERM installation to display updated election totals on a monitor as ballot data is tabulated, and send the results' reports directly to the media outlets.
ERM supports accumulation and combination of ballot results data from all ES&S tabulators. Precinct and accumulated total reports provide a means to accommodate candidate and media requests for totals and are available upon demand. High-speed printers are configured as part of the system accumulation/reporting stations PC and related software.

Mark definition:

ES&S' declared level mark recognition for the DS200 and DS850 is a mark across the oval that is 0.2" long x 0.03" wide at any direction.

Tested Marking Devices:

Bic Grip Roller Pen

Language capability:

EVS 5.2.0.0 supports English, Spanish, Chinese, Korean and Japanese ballot languages.

Components Included:

This section provides information describing the components and revision level of the primary components included in this Certification.

System Component	Software or Firmware Version	Hardware Version	Operating System or COTS	Comments
ExpressVote	1.4.0.0	1.0		Vote Capture Device
DS200	2.12.0.0	1.2.1, 1.2.3, 1.3		Precinct Digital Scanner
AutoMARK A100	1.8.6.0	1.0		ADA Ballot Marking Device
AutoMARK A200	1.8.6.0	1.1, 1.3		ADA Ballot Marking Device
AutoMARK A300	1.8.6.0	1.3		ADA Ballot Marking Device
DS850	2.10.0.0	1.0		Central Count Scanner, high-speed
Ballot Box Hardware		1.2, 1.3		Plastic ballot box
Ballot Box Hardware		1.0, 1.1, 1.2		Metal ballot box with/without diverter

System Component	Software or Firmware Version	Hardware Version	Operating System or COTS	Comments
Election Ware	4.6.1.0			
Election Reporting Manager (ERM)	8.11.1.0			
ES&S Event Log Service	1.5.5.0			
VAT Previewer	1.8.6.0			
Removable Media Service	1.4.5.0			
EMS Reporting Workstation		Dell Optiplex 980		



Test Report for
2005 VVSG Testing
Performed on Election Systems & Software Voting
System 5.3.0.3

Issue Date: 08/21/2015

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U.S. Election Assistance Commission

VSTL

EAC Lab Code 0704

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1.0 INTRODUCTION

The purpose of this Test Report is to document the findings from National Technical Systems, Inc. (NTS) Huntsville’s testing of the Election Systems & Software (ES&S) Voting System 5.3.0.3 (EVS 5.3.0.3) to the requirements set forth for Voting Systems in the U.S. Election Assistance Commission (EAC) 2005 Voluntary Voting System Guidelines (EAC 2005 VVSG).

1.1 Description of Voting System Being Modified

The following subsection describes the voting system that is the baseline for the submitted modification. All information was derived from the Test Report of the baseline system.

1.1.1 Baseline Voting System

The baseline system for this modification is the EVS 5.3.0.0. Tables 1-1 and 1-2 describe the hardware and software/firmware versions submitted as part of the EVS 5.3.0.0.

Table 1-1. Baseline EVS 5.3.0.0 Software

Software	Software/Firmware Version
Proprietary Software	
ElectionWare	4.7.0.0
Election Reporting Manager (ERM)	8.12.0.0
ES&S Event Log Service (ELS)	1.5.5.0
Removable Media Service (RMS)	1.4.5.0
VAT Previewer	1.8.6.0
ExpressVote Previewer	1.4.0.0
Regional Results	1.1.0.0
COTS Software	
Adobe Acrobat Standard	11
Adobe Acrobat Reader	11
Cerberus FTP	6.0.7.1
Microsoft Server 2008	Original Disk
Microsoft Windows 7, SP1	Original Disk
Microsoft .NET 3.5	3.5
Microsoft Patches (WSUS Offline Utility)	9.1
Micro Focus RM/COBOL Runtime	12.06
Symantec Endpoint Protection - Small Business Edition 64-Bit	12.1.4
Kiwi Syslog Server	9.4.1
WS-FTP Professional	12.4.1

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1.1.1 Baseline Voting System (Continued)

Table 1-2. Baseline EVS 5.3.0.0 Voting System Equipment

Component	Hardware Version	Firmware Version
<i>Proprietary Hardware</i>		
ExpressVote Vote Capture Device	1.0	1.4.0.0
DS200 Precinct Count Scanner	1.2.1, 1.2.3, & 1.3	2.13.0.0
DS850 Central Count Scanner	1.0	2.10.0.0
AutoMARK A100	1.0	1.8.6.0
AutoMARK A200 (SBC 2.0 & SBC 2.5)	1.1	1.8.6.0
AutoMARK A300 (SBC 2.0 & SBC 2.5)	1.3	1.8.6.0
Plastic Ballot Box	1.2 & 1.3	N/A
Metal Ballot Box	1.0, 1.1, & 1.2	N/A
<i>COTS Hardware</i>		
EMS Server – Dell	PowerEdge T710	N/A
EMS Reporting Workstation – Dell	Optiplex 980	N/A
EMS Reporting Laptop – Dell	E6410	N/A
Motorola QR Code Scanner	DS9208	N/A
Delkin USB Flash Drives	1, 2, 4, & 8GB	N/A
Delkin Compact Flash	1GB	N/A
DS850 Report Printer	OKI B6300	N/A
DS850 Audit Printer	OKI Microline 420	N/A
Avid Headphones	Avid FV 60	N/A

(The remainder of this page intentionally left blank)

1.2 References

- Election Assistance Commission 2005 Voluntary Voting System Guidelines, Volume I, Version 1.0, "Voting System Performance Guidelines," and Volume II, Version 1.0, "National Certification Testing Guidelines," dated December 2005
- Election Assistance Commission Testing and Certification Program Manual, Version 1.0, expiration date July 2017
- Election Assistance Commission Voting System Test Laboratory Program Manual, Version 1.0, expiration date July 2017
- National Voluntary Laboratory Accreditation Program NIST Handbook 150, 2006 Edition, "NVLAP Procedures and General Requirements (NIST Handbook 150)," dated February 2006
- National Voluntary Laboratory Accreditation Program NIST Handbook 150-22, 2008 Edition, "Voting System Testing (NIST Handbook 150-22)," dated May 2008
- United States 107th Congress Help America Vote Act (HAVA) of 2002 (Public Law 107-252), dated October 2002
- Test Guidelines Documents: EMI-001A, "Test Guidelines for Performing Electromagnetic Interference (EMI) Testing," and EMI-002A, "Test Procedure for Testing and Documentation of Radiated and Conducted Emissions Performed on Commercial Products"
- NTS Quality Assurance Program Manual, Revision 5
- ANSI/NCCL Z540-1, "Calibration Laboratories and Measuring and Test Equipment, General Requirements"
- ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment"
- EAC Requests for Interpretation (RFI) (listed on www.eac.gov)
- EAC Notices of Clarification (NOC) (listed on www.eac.gov)
- EAC Quality Monitoring Program residing on:
http://www.eac.gov/testing_and_certification/quality_monitoring_program.aspx
- NTS Test Report No. T71691.01-01 – Compliance Testing of the Election Systems & Software EVS 5.3.0.0 Voting System
- ES&S EVS 5.3.0.0 Technical Data Package
- ES&S EVS 5.3.0.3 Technical Data Package

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1.3 Terms and Abbreviations

Table 1-3 defines all terms and abbreviations applicable to this Test Report.

Table 1-3. Terms and Abbreviations

Term	Abbreviation	Definition
Anomaly	--	Any non-repeatable testing event that is not the expected result or interrupts the test operations.
Americans with Disabilities Act 1990	ADA	ADA is a wide-ranging civil rights law that prohibits, under certain circumstances, discrimination based on disability.
Configuration Management	CM	Systems engineering process for establishing and maintaining consistency of a product's performance, functional and physical attributes with its requirements, design and operational information throughout its life
Commercial Off-the-Shelf	COTS	Commercial, readily available hardware or software.
Deficiency	--	Any repeatable test result that was not the expected result or violates a requirement of the 2005 VVSG.
United States Election Assistance Commission	EAC	Commission created per the Help America Vote Act of 2002, assigned the responsibility for setting voting system standards and providing for the voluntary testing and certification of voting systems.
ES&S Event Log Service	ELS	ES&S Event Log Service is a Windows Service that runs in the background of any active ES&S Election Management software application to monitor the proper functioning of the Windows Event Viewer
Election Management System	EMS	Within the EVS 5.3.0.3 voting system, the EMS is comprised of five components: ElectionWare, ERM, ES&S Event Log Service, VAT Previewer and ExpressVote Previewer.
Election Reporting Manager	ERM	EMS reporting component.
Election Systems and Software	ES&S	Identified vendor dotting the equipment under test as part of this test plan.
Engineering Change Order	ECO	--
Equipment Under Test	EUT	Refers to the individual system component or multiple piece of the same component
ES&S Voting System	EVS	Proprietary equipment owned by ES&S
Functional Configuration Audit	FCA	Verification of system functions and combination of functions cited in the manufacturer's documentation.
Help America Vote Act	HAVA	Act created by United States Congress in 2002.
Institute of Electrical and Electronics Engineers	IEEE	--
Intelligent Mark Recognition	IMR	Visible light scanning technology to detect completed ballot targets.

1.3 Terms and Abbreviations (Continued)

Table 1-3. Terms and Abbreviations (Continued)

Term	Abbreviation	Definition
National Institute of Standards and Technology	NIST	Government organization created to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhances economic security and improves our quality of life.
Notice of Clarification	NOC	Provides further guidance and explanation on the requirements and procedures of the EAC's Voting System Certification or Voting System Testing Laboratory programs.
Personal Computer	PC	Computer component of the EVS 5.3.0.3 voting system.
Quality Assurance	QA	Administrative and procedural activities implemented as a way of preventing mistakes or defects.
Quantity	QTY	Number/Count of items
Quick Response Code	QR Code	Two-dimensional barcode
Request for Interpretation	RFI	A means by which a registered Manufacturer or Voting System Test Laboratory (VSTL) may seek clarification on a specific Voluntary Voting System Guidelines (VVSG) standard.
System Under Test	SUT	Refers to the system as a whole (all components)
Technical Data Package	TDP	Manufacturer documentation related to voting system required to be submitted as a precondition of testing.
Trusted Build	---	Final build of source code performed by a trusted source and overseen by the manufacturer which is delivered to the EAC designated repository; also referred to as a "Witness Build".
Underwriters Laboratories Inc.	UL	Safety consulting and certification company
Uninterruptible Power Supply	UPS	Electrical apparatus providing emergency power when an input power source fails.
Voter Assist Terminal	VAT	Electronic ballot marking device component is the ES&S AutoMARK.
National Technical Systems, Inc.	NTS	Identified VSTL hosting the testing of the equipment listed in this test plan; facilities located in Huntsville, Alabama.
National Voluntary Laboratory Accreditation Program	NVLAP	Program which provides an unbiased third-party test and evaluation program to accredit laboratories in the respective fields to ISO 17025 standard.
NTS Operating Procedure	OP	NTS Test Method or Test Procedure.
Virtual Review Tool	VRT	Test campaign management software used by the EAC and vendors applying for qualification testing.
Voting System Test Laboratory	VSTL	NTS
Voluntary Voting System Guidelines	VVSG	EAC Voluntary Voting System Guidelines Version 1.0.

2.0 CERTIFICATION TEST BACKGROUND

NTS Huntsville is an independent testing laboratory for systems and components under harsh environments, including dynamic and climatic extremes as well as the testing of electronic voting systems. NTS Huntsville holds the following accreditations:

- ISO-9001:2008
- NVLAP Accredited ISO 17025:2005
- EAC Accredited VSTL, NIST 150,150-22
- A2LA Accredited (Certification No.'s 0214.40, 0214.41, and 0214.42)
- FCC Approved Contractor Test Site (Part 15, 18)

2.1 Scope of Testing

The focus of the test campaign was to verify functionality of EVS 5.3.0.3 based on modifications made to the EVS 5.3.0.0 submitted by the manufacturer. This report is valid only for the system identified in Section 2.1.2 System Overview.

2.1.1 Modification Overview

Changes were made to address specific requirements for the State of Maryland, cryptographic key generation discrepancy, and other stability enhancing features. Descriptions of submitted modifications to each part of the voting system are identified below:

ElectionWare

- Changed the Maryland state profile flag to enable state specific EXP module.

Due to the creation of a state specific results reporting module (EXP) for the State of Maryland, the MultiJurisdiction Rule in the ElectionWare admin database needed to be defaulted to False in the Maryland Rules Profile. This data element is used by ERM to control (limit) access to the generic "State Transfer" menu options within ERM as these functions will now be part of the Maryland specific EXP module. The net effect of this change is that the State Transfer Menu item in ERM will be grayed out for elections that now use the Maryland Rules Profile in ElectionWare. These ERM menu items will now be encapsulated in the Maryland state specific EXP module being developed for use in Maryland per specifications by the Maryland State Board of Elections.

- Included a new version of RSACRYPTO in the ElectionWare Install that ensures compatibility with the MS Crypto library used by the ExpressVote.

The change to RSACRYPTO.EXE addresses an incompatibility between the COTS cryptography library from RSA BSAFE (v 3.0.0.1) and the Microsoft Crypto library used on the ExpressVote. The RSACrypto proprietary module is a standalone .EXE that uses the RSA BSAFE cryptography library and is called from ElectionWare and ERM for all encryption, decryption, signing and signature validation needs. The MS Crypto library expects all RSA signatures to be exactly 128 bytes in length. The RSA BSAFE library allows RSA digital signatures to be the length determined by the mathematical formula and may generate digital signatures less than 128 bytes when the leading digit(s) of the generated signature are zero. This results in a signature verification failure on the ExpressVote when processing the election definition data created by ElectionWare for use on the ExpressVote.

2.1.1 Modification Overview (Continued)

The solution implemented is a modification to the RSACRYPTO.EXE program whereby each time an RSA signature is generated for data used by ExpressVote, the resultant signature file is checked to see if it is 128 bytes in length. If the signature file is less than 128 bytes, leading zero (0x00) bytes are pre-pended to signature file until the signature is exactly 128 bytes in length.

The change made does not affect any other tabulation or ballot marking devices included in the EVS 5.3.0.3 release as it relates to only the signing of data that is used by the ExpressVote.

ERM

- Corrected the display of the District Control File name prompt in certain reporting options tabs.

ERM contains three reports that allow the user to create then select to use an optional control file to select one or more specific districts to include on the Names and Districts Totals Canvass and the Numbered Key (District Only) Canvass. ERM was incorrectly placing a series of 'N's in the District Control File Name prompt on the Reports Options Tab at the time of report execution for these three reports. ERM was corrected to display either a blank prompt for the District Control File Name or the name of the control file previously entered by the user when previously executing one of these three reports.

- Resolved the COBOL error that occurs when creating a Results XML File on a hardened system.

Executing ERM on a hardened system and selecting the Create Results XML File resulted in a Cobol Runtime and ERM application error. The determined cause for error was that the file was attempting to be created in a read-only folder as specified by the hardening script. The program change redirected this work file to the proper folder where all other ERM work files are created.

- Included the new version of RSACRYPTO in the ERM Install that ensures compatibility with the MS Crypto library used by the ExpressVote.
- Eliminate the check for and rebuild of old format results and counter files.

In order to support a customer accessing a previous election dataset that used the old format of these files when using the newer versions of the software (backwards compatibility), this function would first check a flag in the ERM Control File to determine what format of files each specific ERM election dataset contained. If ERM determined that the files were in the older format, a process was executed to read the old format of the files and convert them to the new file formats. A potential file sharing issue in the logic that reads the Control File to determine if the files need to be reformatted can cause a false positive and incorrectly initiate the file rebuild process. The results files created in the EVS family of software do not use the old format making this function unnecessary.

2.1.2 System Overview

EVS 5.3.0.3 proprietary software and COTS submitted by the manufacturer for testing are listed in Table 2-2. Proprietary hardware and COTS are listed in Table 2-3.

2.1.2 System Overview (Continued)

Table 2-2. Required Voting System Software

Software	Software/Firmware Version
Proprietary Software	
ElectionWare	4.7.0.2
Election Reporting Manager (ERM)	8.12.0.2
ES&S Event Log Service (ELS)	1.5.5.0
Removable Media Service (RMS)	1.4.5.0
VAT Previewer	1.8.6.0
ExpressVote Previewer	1.4.0.0
COTS Software	
Adobe Acrobat Standard	11
Cerberus FTP	6.0.7.1
Microsoft Server 2008	R2 w/ SP1
Microsoft Windows 7	5.1 w/ SP1
Microsoft Visual C++ 2008 Redistributable – x64	9.0.30729
Microsoft Visual C++ 2010 x64 Redistributable	10.0.40219
Microsoft Visual C++ 2010 x86 Redistributable	10.0.40219
Microsoft .net Framework	4.5.1
Micro Focus RM/COBOL Runtime	12.06
Symantec Endpoint Protection - Small Business Edition 2013	12.1.4

Table 2-3. Required Voting System Equipment

Component	Hardware Version	Firmware Version
Proprietary Hardware		
ExpressVote Accessible Voting Station	1.0	1.4.0.0
DS200 Precinct Count Scanner	1.2.1, 1.2.3, & 1.3	2.13.0.0
DS850 Central Count Scanner	1.0	2.10.0.0
AutoMARK A100	1.0	1.8.6.0
AutoMARK A200 (SBC 2.0 & SBC 2.5)	1.1	1.8.6.0
AutoMARK A300 (SBC 2.0 & SBC 2.5)	1.3	1.8.6.0
Plastic Ballot Box	1.2 & 1.3	N/A
Metal Ballot Box	1.0, 1.1, & 1.2	N/A
COTS Hardware		
EMS Server – Dell	PowerEdge T710	N/A
EMS Reporting Workstation – Dell	Optiplex 980	N/A
EMS Reporting Laptop – Dell	E6410	N/A
Motorola QR Code Scanner	DS9208	N/A
Delkin USB Flash Drives	512MB, 1, 2, 4, & 8GB	N/A
Delkin Compact Flash	1GB	N/A
DS850 Report Printer	OKI B430dn & B 431dn	N/A
DS850 Audit Printer	OKI Microline 420	N/A
Avid Headphones	Avid FV 60	N/A

2.1.3 Block Diagram

EVS 5.3.0.3 is an integrated suite of election management products. Figure 2-1 provides a visual system overview.

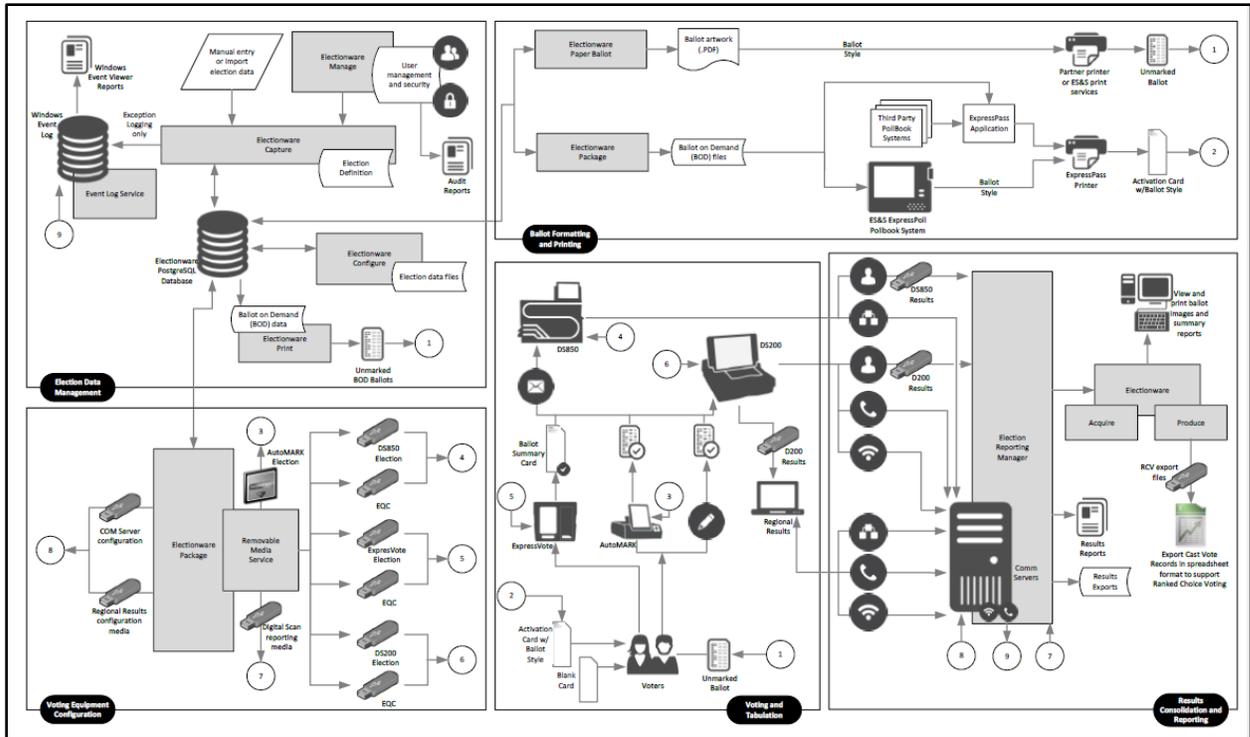


Figure 2-1. EVS 5.3.0.3 System Overview

2.2 Technical Data Package

A complete listing of the EVS 5.3.0.3 TDP is provided in Appendix E.

3.0 TEST FINDINGS

The EVS 5.3.0.3, as identified in Section 2.1.2 of this report, was subjected to the tests as summarized in this section.

3.1 Summary Finding

NTS Huntsville performed a TDP evaluation, Source Code Review, and a Functional Configuration Audit on EMS software of the EVS 5.3.0.3. There were no anomalies nor additional findings associated with this test campaign. A Source Code Review deficiency is listed in Section 3.1.3 and details of the deficiency which occurred during the FCA are in the Deficiency Report located in Appendix B. There are no State Test Reports included in this test report.

3.1.1 Hardware Testing

There were no hardware configuration or design changes submitted for EVS 5.3.0.3, therefore, no hardware testing was required.

3.1.2 System Level Testing

System-level testing examines the ability of proprietary software, hardware, and peripherals in addition to the COTS software, hardware, and peripherals to operate as a complete system. NTS Huntsville utilizes test cases designed to ensure that integrated components function as specified by the manufacturer's documentation and meet the requirements of the VVSG.

3.1.2.1 TDP Review

The EVS 5.3.0.3 TDP was reviewed to the 2005 VVSG. This review was performed as part of the testing activities. The TDP review only included the revised and new documents submitted for this testing campaign. The documents were reviewed for accuracy, completeness, and compliance to the 2005 VVSG.

The review results were recorded in a worksheet that provided the pass/fail compliance to each applicable VVSG requirement. There were fifteen deficiencies reported to the manufacturer and internally tracked by NTS Huntsville as test exceptions until verified that the applicable documents had been corrected. The manufacturer corrected nonconformance observations and resubmitted the associated documents for review. This process continued until the TDP complied with the applicable TDP standards in the EAC 2005 VVSG.

Summary Findings

There were fifteen deficiencies discovered during this test campaign. TDP documents contained deficiencies such as erroneous blank pages, incorrect file names, and conflicting version numbers and document print/release dates.

3.1.2.2 Functional Configuration Audit (FCA)

A Functional Configuration Audit of the EVS 5.3.0.3 was performed in accordance with Section 6.7 of Volume II of the VVSG. The purpose of the FCA was to verify that the submitted modifications listed in section 2.2.1 performed as documented in the manufacturer supplied technical documentation and to validate that the modifications met the requirements of the EAC 2005 VVSG. The FCA for the EVS 5.3.0.3 campaign included elements of the EMS - ElectionWare, EMS – ERM, and EMS - RSACrypto. During the FCA, both normal and abnormal data was input into the system to attempt to introduce errors and test for error recovery.

Four test cases were run during the FCA and the results of each are outlined below.

ERM Corrected District Control File Name Prompt

NTS Huntsville performed testing to verify correction of BUG33846, related to generating the Number Key Districts Only report to ensure ERM's ability to display the correct District Control File name prompt in certain reporting options tabs.

Summary Findings

ERM performed as expected and in accordance with 2005 VVSG requirements.

3.1.2.2 Functional Configuration Audit (FCA) (Continued)

ElectionWare Disable State Result Transfer Menu in ERM

NTS Huntsville performed testing to verify the functionality in the Maryland state profile data element to ensure that the ElectionWare Admin Database allows for the disabling of the default State Results Transfer menu items in ERM.

Summary Findings

The settings configured in ElectionWare performed as expected in ERM and in accordance with 2005 VVSG requirements.

ERM No COBOL Error when Creating Results XML on Hardened System

NTS Huntsville performed testing to verify correction of BUG33847, related to the COBOL error that occurs when creating a Results XML File in ERM. The test ensured that election results total files would be created in an XML format.

Summary Findings

The system performed as expected in ERM and in accordance with 2005 VVSG requirements.

ElectionWare RSACRYPTO Scheme Compatible with ExpressVote MS Crypto Library

NTS performed testing to verify that the modifications to RSACRYPTO and ElectionWare allow for the creation of a signature file that is compatible with the MS Crypto library used by the ExpressVote.

Summary Findings

ElectionWare RSACRYPTO performed as expected in accordance with 2005 VVSG requirements.

3.1.3 Source Code Review

As part of testing activities, the source code submitted for the EVS 5.3.0.3 was compared to the baseline version included in the EVS 5.3.0.0. Any code changes were reviewed by NTS to determine its compliance to the 2005 VVSG and manufacturer coding standards. Two software suites were examined during this test campaign: EMS – ElectionWare and EMS – ERM. EMS – RSACrypto module was brought forward verbatim from the trusted build executed under the EVS 5.2.0.3 campaign.

Summary Findings

No deficiencies were discovered during testing. The deficiency summary is in Table 3-1.

Table 3-1. Source Code Review Deficiencies

System Name	Version	Deficiency (Type)	Deficiency (QTY)
EMS – ElectionWare	4.7.0.2a	N/A	No issues
EMS - ERM	8.12.0.2a	N/A	No issues
EMS - RSACrypto	3.6.1.1a	N/A	No Issues

3.2 Anomalies

NTS Huntsville defines an anomaly as any unexpected result and/or event that deviates from what is standard, normal, or expected in which no root cause has been determined. All anomalies are logged and monitored throughout the test campaign and subsequent testing efforts. Anomalies may become deficiencies when a root cause is established.

No anomalies occurred during testing of the EVS 5.3.0.3.

3.3 Deficiencies and Resolutions

NTS Huntsville defines a deficiency as any repeatable test result or event that is counter to the expected result or violates the specified requirements. Deficiencies are placed into the NTS deficiency tracking system (Mantis) and the EAC's Virtual Review Tool (VRT) for disposition and resolution.

No deficiencies were discovered during testing of the EVS 5.3.0.3.

4.0 CONCLUSION

Based on testing performed and results obtained, EVS 5.3.0.3 met the applicable functional requirements of the EAC 2005 VVSG and the manufacturer's technical documentation.

Any changes, revisions, or corrections made to the system after this evaluation are required to be submitted to the appropriate governing body to determine if the modified system requires a new application, or can be submitted as a modified system. The scope of testing required will be determined based upon the degree of modification.

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APPENDIX A. ADDITIONAL FINDINGS

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APPENDIX B. DEFICIENCY REPORT

This page INTENTIONALLY LEFT BLANK as there were no DEFICIENCIES associated with this test campaign.

APPENDIX C. ANOMALY REPORT

This page INTENTIONALLY LEFT BLANK as no Anomalies occurred during this test campaign.

APPENDIX D. TECHNICAL DATA PACKAGE

D.1 EVS 5.3.0.3 TECHNICAL DATA PACKAGE

The documents listed in Table D-1 comprise the EVS 5.3.0.3 TDP.

Table D-1. EVS 5.3.0.3 TDP

EVS 5.3.0.3 TDP Documents	Version	Doc No.	Document Code
System Overview			
Voting System Overview	1.1	01-01	EVS5303_C_D_0100_SysOvr
System Functionality Description			
System Functionality Description	1.0	02-01	EVS5303_C_D_0200_SFD
AutoMARK System Functionality	2	02-01	AutoMARK_ESS_System_Functionality_AQS-12-5001-001-R
System Hardware Specification			
AutoMARK System Hardware Overview	8	03-01	AutoMARK_System_Hardware_Overview_AQS-18-5002-000-S
AutoMARK System Hardware Specification	6	03-02	AutoMARK_System_Hardware_Specification_AQS-18-5000-001-F
System Hardware Specification-DS200 HW Rev 1.2	3.0	03-03	DS200HW_M_SPC_0312_HWSpec
System Hardware Specification-DS200 HW Rev 1.3	4.0	03-04	DS200HW_M_SPC_0313_HWSpec
System Hardware Specification-DS850 HW Rev 1.0	1.2	03-05	DS850HW_M_SPC_0310_HWSpec
System Hardware Specification-ExpressVote HW Rev 1.0	3.1	03-06	ExpressVoteHW_M_SPC_0310_HWSpec
Software Design and Specification			
AutoMARK Ballot Image Processing Specifications	6	04-01	AQS-18-5002-003-S
AutoMARK Ballot Scanning and Printing Specification	5	04-02	AQS-18-5002-007-S
AutoMARK Driver API Specification	5	04-03	AQS-18-5000-002-F
AutoMARK Embedded Database Interface Specifications	5	04-04	AQS-18-5002-005-S
AutoMARK GUI Design Specifications	6	04-05	AQS-18-5001-005-R
AutoMARK Operating Software Design Specifications	5	04-06	AQS-13-5001-002-R
AutoMARK Operations and Diagnostic Log Specifications	5	04-07	AQS-18-5002-004-S
AutoMARK Programming Specifications Details	5	04-08	AQS-18-5001-011-R
AutoMARK Software Design Specifications	5	04-09	AQS-18-5001-004-S
AutoMARK Software Design Specification Overview	1.8	04-10	AutoMARK ESS Software Design Spec Overview
AutoMARK Software Development Environment	5	04-11	AQS-18-5001-006-R
AutoMARK Software Diagnostics Specifications	5	04-12	AQS-18-5000-004-F
AutoMARK Software Standards Specification	5	04-13	AQS-18-4000-000-S
ES&S Coding Standards	3.0	04-14	ESSSYS_D_P_0400_CodingStandards
ES&S System Development Program	2.0	04-15	ESSSYS_SG_P_0400_SystemDevProgram
Software Design Specifications DS200	1.0	04-16	EVS5303_D_SDS00_DS200
Software Design Specifications DS850	1.0	04-17	EVS5303_D_SDS00_DS850
Software Design and Specification - ELS	1.0	04-18	EVS5303_D_SDS00_ELS
Software Design and Specification - ERM	1.1	04-19	EVS5303_D_SDS00_ERM
Software Design and Specification – ERM Appendices	1.1	04-20	EVS5303_D_SDS00_ERM01_Appendices
Software Design and Specification - ExpressVote	1.0	04-21	EVS5303_D_SDS00_ExpressVote
Software Design and Specification - ElectionWare	1.0	04-22	EVS5303_SDS00_ElectionWare
Software Design and Specification – Regional Results	1.0	04-22	EVS5303_SDS00_Regional Results
System Test/Verification Specification			
CIF Usability Test Report – DS200 1.2.1	1.2.1	05-02-02	DS200HW_P_D_0512_CIFRptDS200
CIF Usability Test Report – ExpressVote 1.0	--	05-02-03	ExpressVoteHW_P_D_0509_CIFRptExpressVote
CIF Usability Test Report – AutoMARK (VAT)	1.X	05-02-01	AMVATHW_P_D_0510_CIFRptAMVAT

D.1 EVS 5.3.0.3 TECHNICAL DATA PACKAGE (CONTINUED)

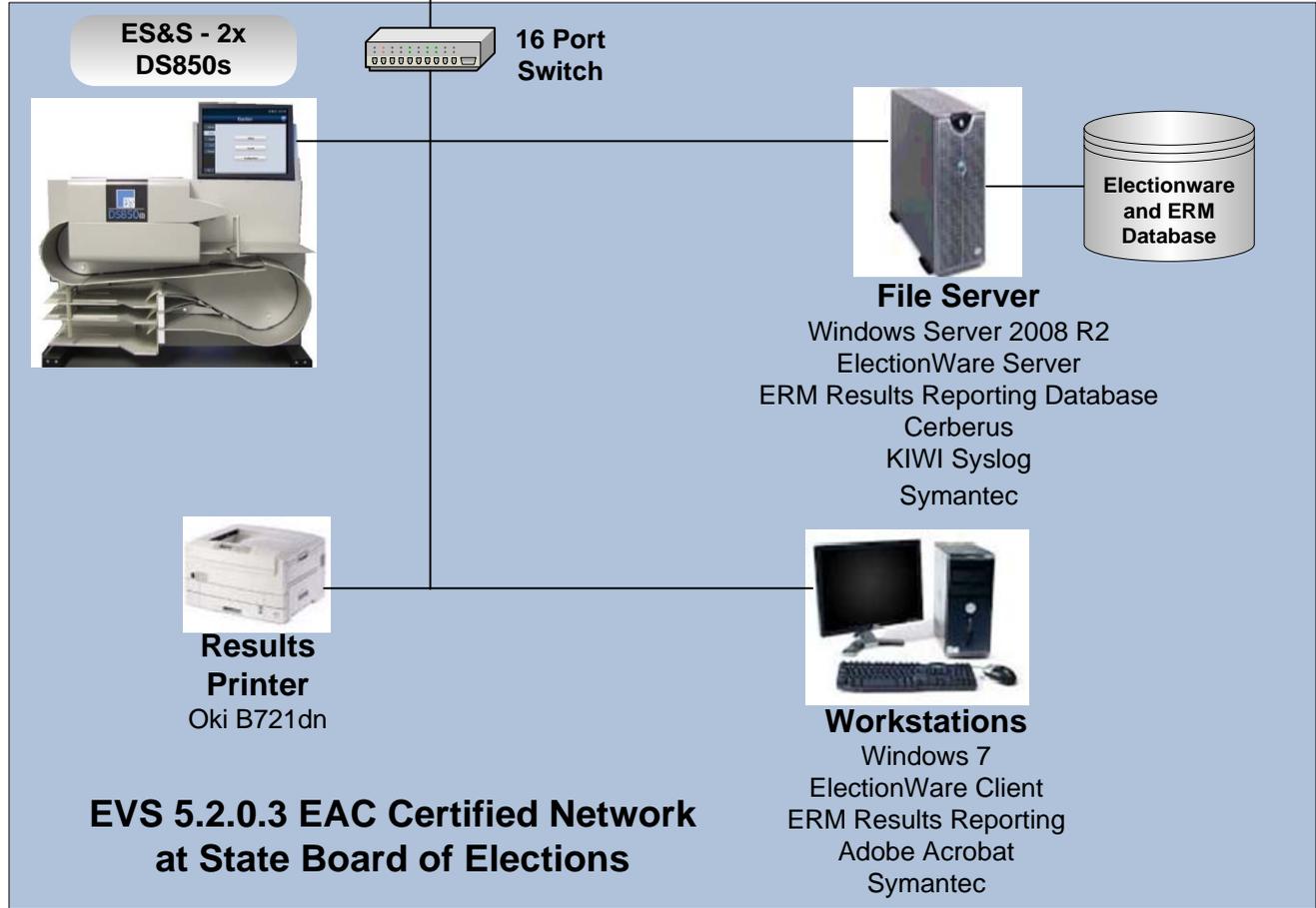
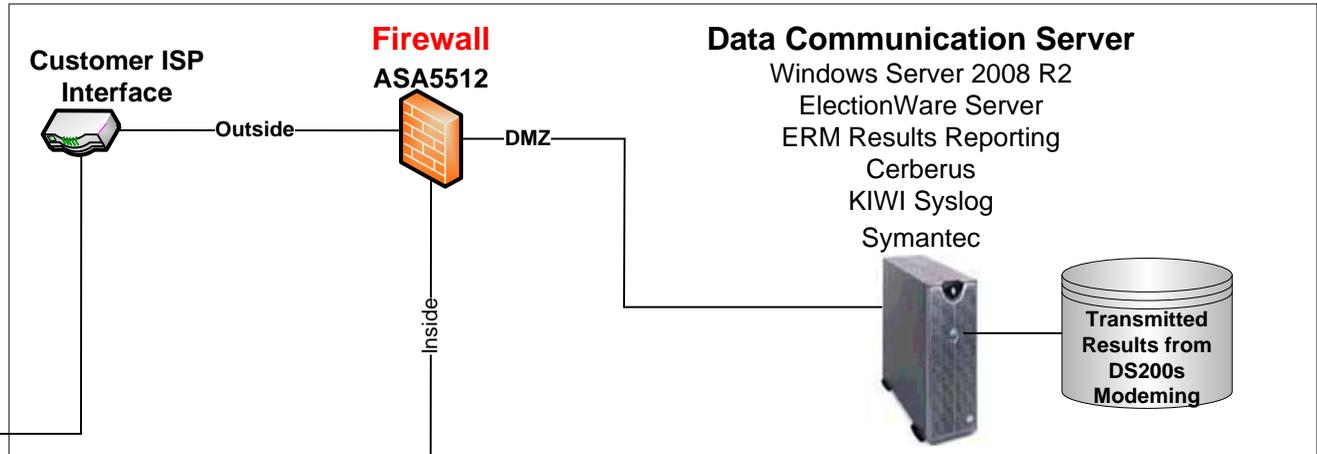
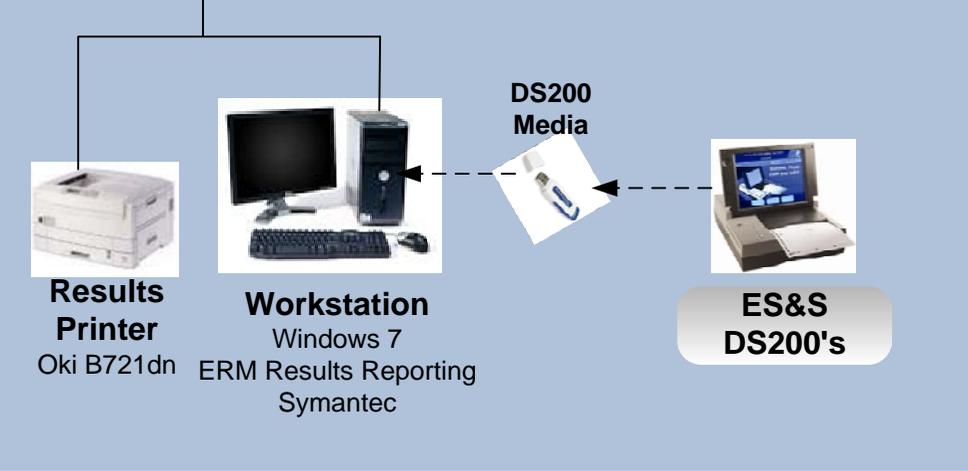
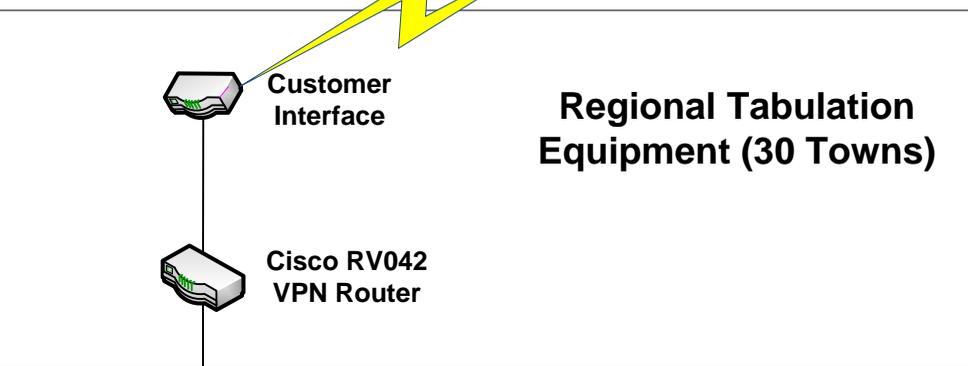
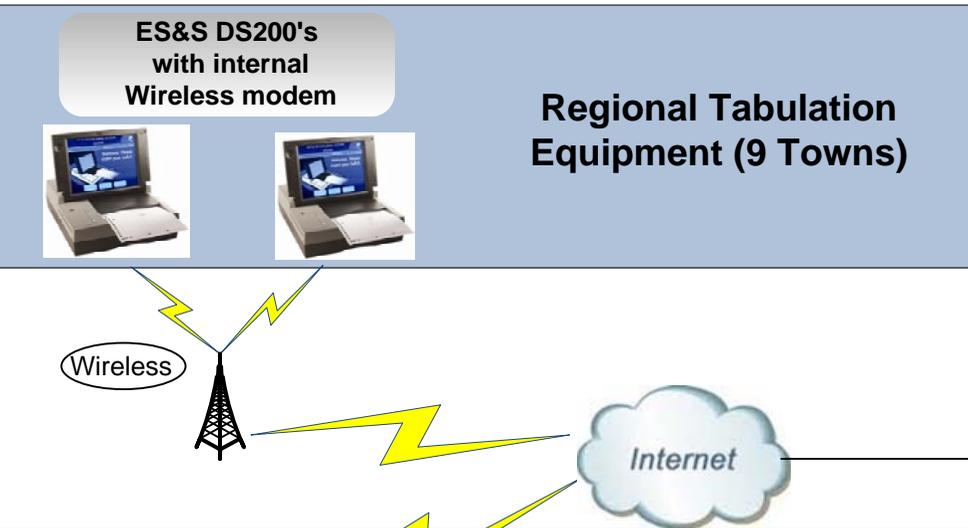
Table D-1. EVS 5.3.0.3 TDP (Continued)

EVS 5.3.0.3 TDP Documents	Version	Doc No.	Document Code
System Security Specification			
AutoMARK System Security Specification	6	06-01	AutoMARK ESS System Security Specification AQS-13-5002-001-S
System Security Specification	1.2	06-02	EV55303_CM_SPC00_SysSecuritySpec
Hardening Procedures for ES&S	1.0	06-03	EV55303_CM_SPC01_HardeningProcedures
Security Script Description	1.0	06-04	EV55303_CM_SPC02_SecScriptDesc
System Operations Procedure			
Network Setup Guide	1.0	07-01	EV55303_CM_SOP_NetworkConfigGuide
System Operations Procedures – AutoMARK	1.0	07-02	EV55303_DOC_SOP_AMVAT
System Operations Procedures – DS200	1.0	07-03	EV55303_DOC_SOP_DS200
System Operations Procedures – DS850	1.0	07-04	EV55303_DOC_SOP_DS850
System Operations Procedures – Event Log Service	1.0	07-05	EV55303_DOC_SOP_ELS
System Operations Procedures – Election Reporting Manager	1.0	07-06	EV55303_DOC_SOP_ERM
ElectionWare Administrator’s Guide	1.0	07-07	EV55303_DOC_SOP_EW01Admin
ElectionWare Define: User’s Guide	1.0	07-08	EV55303_DOC_SOP_EW02Define
ElectionWare Design: User’s Guide	1.0	07-09	EV55303_DOC_SOP_EW03Design
ElectionWare Deliver: User’s Guide	1.0	07-10	EV55303_DOC_SOP_EW04Deliver
ElectionWare Results: User’s Guide	1.0	07-11	EV55303_DOC_SOP_EW05Results
System Operations Procedures – ExpressPass	1.0	07-12	EV55303_DOC_SOP_ExpressPass
System Operations Procedures – ExpressVote	1.0	07-13	EV55303_DOC_SOP_ExpressVote
Regional Results Transfer User Guide	1.0	07-13	ESSSYS_DOC_SOP_RegionalResults
System Maintenance Manuals			
System Maintenance Manual – ES&S AutoMARK	1.0	08-1	EV55303_DOC_SMM_AMVAT
System Maintenance Manual – ES&S DS200	1.0	08-2	EV55303_DOC_SMM_DS200
System Maintenance Manual – ES&S DS850	1.0	08-3	EV55303_DOC_SMM_DS850
System Maintenance Manual – ES&S ExpressVote	1.0	08-4	EV55303_DOC_SMM_ExpressVote
Personnel Deployment and Training			
Personnel Deployment and Training Program	3.0	09-01	ESSSYS_T_D_0900_TrainingProgram
Configuration Management Plan			
Configuration Management Program	2.0	10-1	ESSSYS_CM_P_1000_CMPProgram
Technical Documentation Program	4.0	10-2	ESSSYS_DOC_P_1000_TDProgram
QA Program			
Manufacturing Quality Assurance Plan	2.0	11-01	ESSSYS_M_P_1100_MNFQualityAssurancePlan
Software Quality Assurance Program	2.0	11-02	ESSSYS_QA_P_1100_SoftwareQualityAssuranceProgram
Software/Firmware Acceptance	2.0	11-03	ESSSYS_QA_L_1100_SoftwareFirmwareAcceptance
System Change Notes			
System Change Notes	1.0	12-01	EV55303_DOC_D_1200_ChangeNotes
Other TDP Documents			
ES&S Ballot Production Handbook	1.0	13-01	EV55303_DOC_SOP_BPG

**Rhode Island EVS 5.2.0.3/5.3.0.3
 Statewide Network System Configuration**

Legend

- EAC Certified Configuration
- Extended Configuration

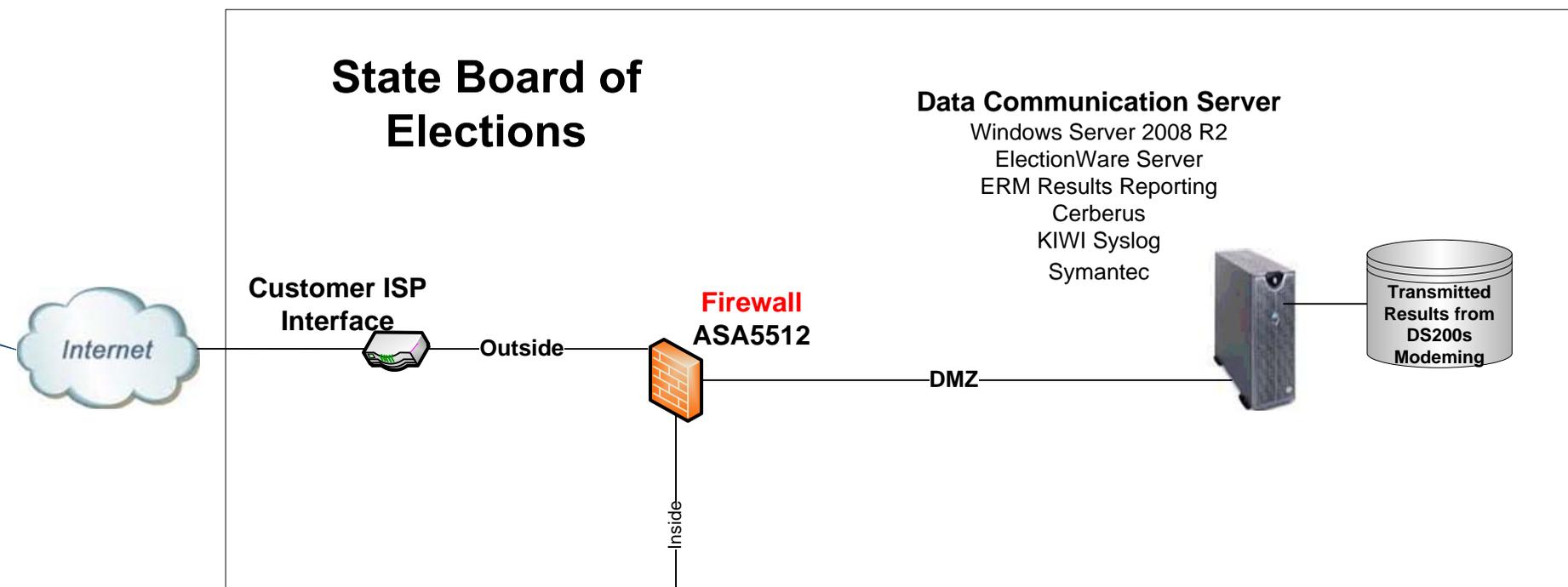


**State of Rhode Island EVS 5.2.0.3/5.3.0.3
DS200 Modeming System Configuration**

Legend

- EAC Certified Configuration
- Extended Configuration

Regional Tabulation Equipment (9 Towns)



ES&S DS200's with internal Wireless modem

9 Cities, Towns or Villages using a wireless modem in the DS200s to transmit results to the BOE Office

16 Port Switch

Results Printer
Oki B721dn

Workstations
Windows 7
ElectionWare Client
ERM Results Reporting
Adobe Acrobat
IPSwitch
Symantec

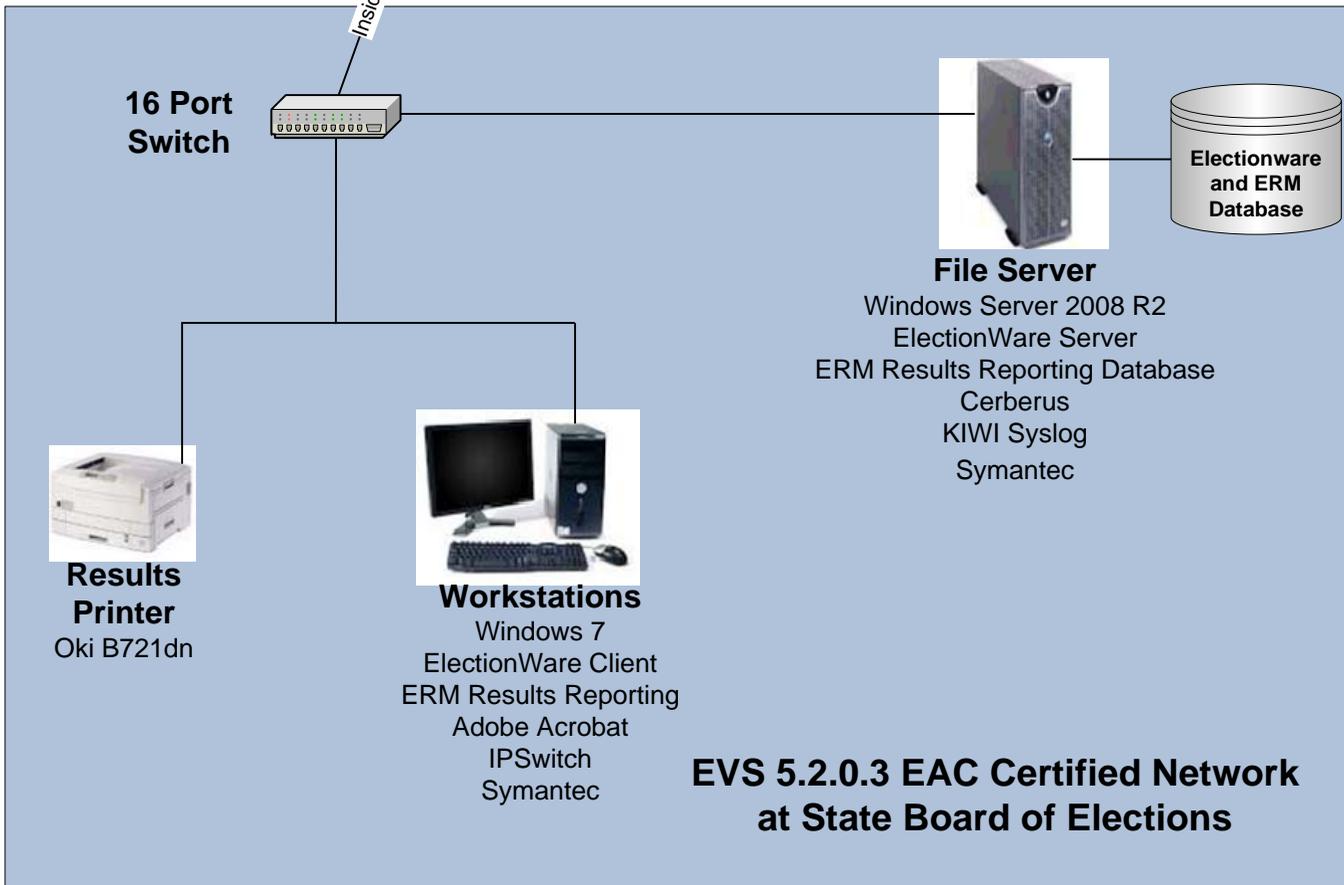
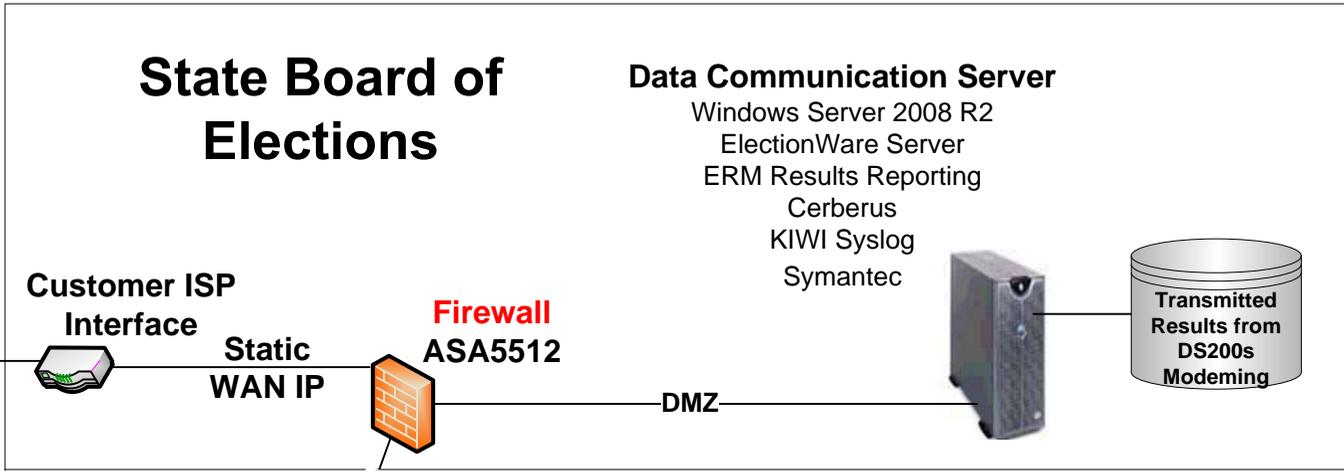
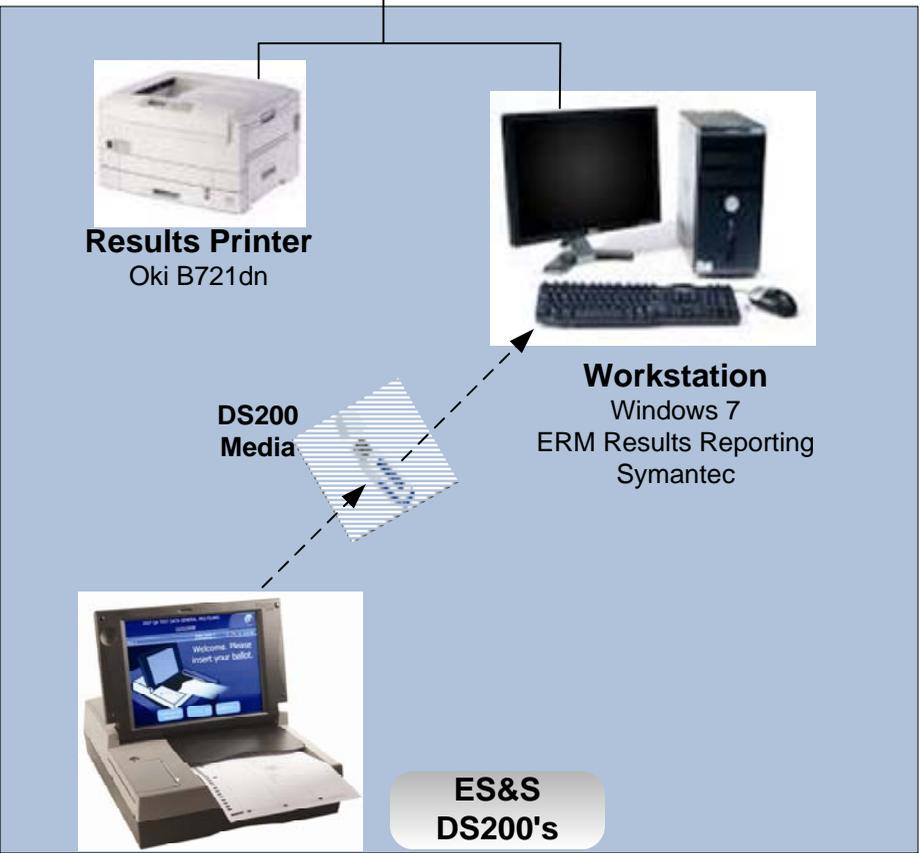
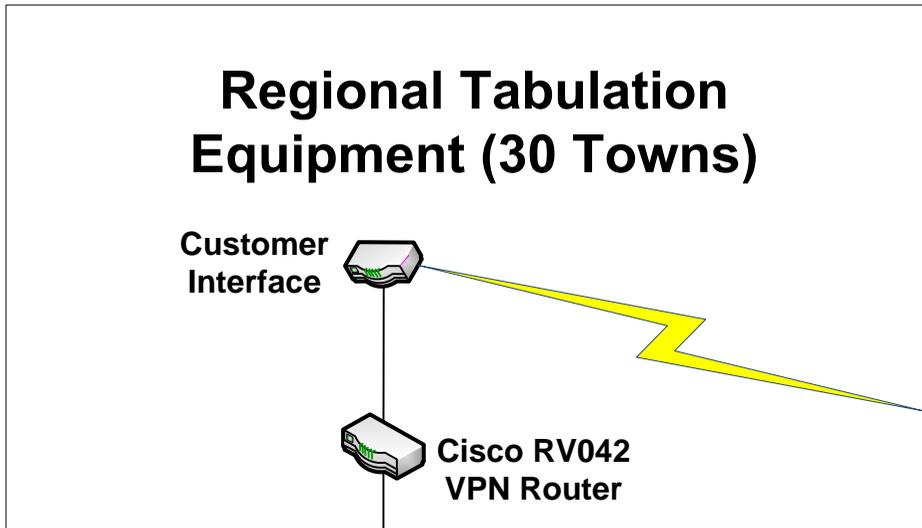
File Server
Windows Server 2008 R2
ElectionWare Server
ERM Results Reporting Database
Cerberus
KIWI Syslog
Symantec

Electionware and ERM Database

EVS 5.2.0.3 EAC Certified Network at State Board of Elections

State of Rhode Island EVS 5.2.0.3/5.3.0.3
Regional Tabulation Equipment System Configuration

Legend EAC Certified Configuration
Extended Configuration



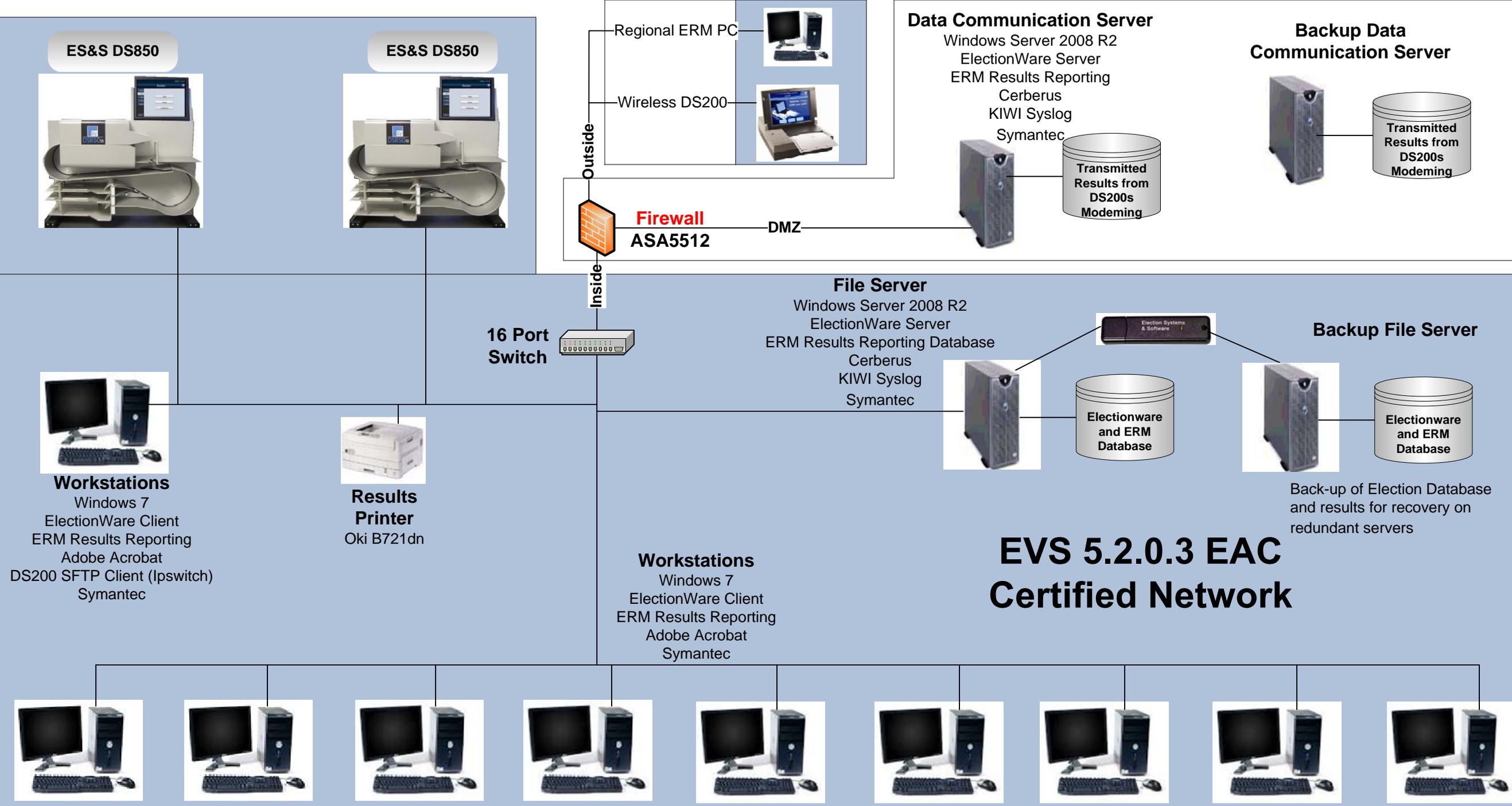
**State of Rhode Island EVS 5.2.0.3/5.3.0.3
 Statewide Election System Configuration**

October 23, 2015

Legend

EAC Certified Configuration

Extended Configuration



**EVS 5.2.0.3 EAC
 Certified Network**

Back-up of Election Database and results for recovery on redundant servers

ATTACHMENT CI: TRAINING MANUALS

Please see Training Manuals Binder, included in our bid submission for the training manuals.

ATTACHMENT C2: SYSTEM OPERATION MANUALS

Please see System Operation Manuals Binder, included in our bid submission for the system operations manuals.

ATTACHMENT C3: MAINTENANCE MANUALS

Please see Maintenance Manuals Binder, included in our bid submission for the maintenance manuals.

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Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	ELECTION SYSTEMS & SOFTWARE LLC 11208 JOHN GALT BLVD OMAHA, NE 68137 United States
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VOTING EQUIPMENT SYSTEM	
Award Number	3465674
Revision Number	0
Effective Period	06-MAY-2016 - 31-MAY-2024
Approved PO Date	06-MAY-2016
Vendor Number	6267

S H I P T O	SS MAIN OFFICE 148 WEST RIVER STREET PROVIDENCE, RI 02904 United States
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Type of Requisition	*OTHER
Requisition Number	1431292
Change Order Requisition Number	
Solicitation Number	7549934
Freight	Paid
Payment Terms	NET 30
Buyer	- Francis, David
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

5/6/2016-5/31/2024

VOTING EQUIPMENT SYSTEM, IN ACCORDANCE WITH THE PROVISIONS OF RFP #7549934, TOGETHER WITH TECHNICAL AND COST PROPOSALS, AND THE ATTACHED AGREEMENT BETWEEN THE RHODE ISLAND DEPARTMENT OF SECRETARY OF STATE AND ELECTION SYSTEMS AND SOFTWARE, LLC (THE AGREEMENT) WHICH, IN CONFLICT, ARE SUBSERVIENT TO THE STATE'S GENERAL CONDITIONS OF PURCHASE.

NOT TO EXCEED- \$ 9,285,718.39

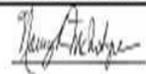
Per the attached agreement dated 5/5/2016:

1. Payments under this Purchase Order to Election Systems & Software, LLC for Hardware Maintenance and Support, Software Licenses, Services, and Supplies of \$4,265,169.35 for an eight year term total in accordance with Schedule B1 of the Agreement.
2. Third party payments to Nationwide Capital, LLC for Equipment Lease Payment of \$5,020,549.04 for an eight year term total in

INVOICE TO

SS MAIN OFFICE
148 WEST RIVER STREET
PROVIDENCE, RI 02904
United States

STATE PURCHASING AGENT


 Nancy R. McIntyre

accordance with Schedule B1 of the Agreement.

The third party lease payments will be separate from this Purchase Order through a direct payment authorized by the Department of State.

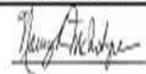
No Prepayment Penalty- The unpaid principal amount and any accrued and unpaid interest thereon may be paid in full by Lessee at any time during the Term without penalty See page 5 of the Agreement- Exhibit A: Equipment Lease Purchase Terms and Conditions.

Reference Documents: PO 3465674 AGREEMENT.pdf
PO 3465674 INSURANCE
CERT.pdf

INVOICE TO

**SS MAIN OFFICE
148 WEST RIVER STREET
PROVIDENCE, RI 02904
United States**

STATE PURCHASING AGENT



Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a

precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

**ELECTION SYSTEMS & SOFTWARE, LLC
VOTER TABULATION SYSTEM LEASE PURCHASE AND SUPPORT SERVICES AGREEMENT**

This Agreement is made and effective on May __, 2016 (the "Effective Date"),

BETWEEN: Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S");

AND: The Rhode Island Department of State ("Customer")

RECITALS:

- A. Customer agrees to lease with an option to purchase certain ES&S voter tabulation equipment (the "ES&S Equipment") as set forth herein and to license/purchase related software and services from ES&S for use in the State of Rhode Island (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

X Exhibit A (Equipment Lease Purchase Terms and Conditions)

X Exhibit B (Pricing)

X Exhibit C (ES&S Equipment Description and Quantities)

X Exhibit D (ES&S Software Description)

X Exhibit E (Third Party Items Description and Quantities)

X Exhibit F (Election Support Services Descriptions)

X Exhibit G (Hardware and Software License, Maintenance and Support Services (Post-Warranty Period))

X Exhibit H (ES&S Equipment Installation)

X Exhibit I (Customer General Conditions)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Rhode Island**, without regard to conflicts of law principles that would require the application of the laws of any other state. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State of Rhode Island, County of Providence.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No. (402) 870-1291

Signature

Name (Printed or Typed)
VP of Finance

Title

Date

RHODE ISLAND DEPARTMENT OF STATE
148 West River Street
Providence, RI 02904
Fax No. (401) 222-1144

Signature

Name (Printed or Typed)
Nellie M. Gorbea

Title

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the Equipment and Software.
- b. "Equipment" means ES&S Equipment and Third Party hardware or equipment.
- c. "ES&S Equipment" means ES&S' proprietary hardware or other ES&S proprietary equipment as set forth on Exhibit C and leased/purchased by the Customer in accordance with the terms set forth on Exhibit A.
- d. "ES&S Firmware" means ES&S' proprietary software which is included on ES&S' Equipment.
- e. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit G.
- f. "ES&S Software" means ES&S' proprietary election software (including the ES&S Firmware), all Updates and items delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.
- g. "Software" means ES&S Software and Third Party software.
- h. "Third Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S and leased/purchased by Customer through a separate third party lease/purchase agreement.

**ARTICLE 2
LEASE/PURCHASE OF EQUIPMENT AND LICENSE OF ES&S SOFTWARE**

2.1 **Lease of Equipment with Option to Purchase.** ES&S agrees to lease to Customer and Customer agrees to lease from ES&S, with an option to purchase, the Equipment set forth in Exhibit A, in accordance with the terms and conditions set forth in Exhibit A. The payment terms and purchase option for the lease of the Equipment is set forth in Exhibit B.

2.2 **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the Equipment, Software and Documentation supplied by ES&S. The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Equipment or Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Equipment, Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Equipment, ES&S Software or Documentation by any third party to perform any

services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Equipment or Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Equipment or Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 2.2, Customer shall pay ES&S the ES&S Software License Fees set forth on Exhibit B. Any license or royalty fees payable to any Third Parties for the use of any Third Party Items are the sole responsibility of Customer.

2.4 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") up to a maximum of seven (7) License Renewal Terms upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit B. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.3, or 3.6 with respect to, such license. Upon the termination of either of the license granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.5 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Except as otherwise set forth herein, Updates shall be provided at no cost to the Customer. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates, if requested by the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable federal and state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in local law. Upon termination of the Warranty Period, Customer shall be entitled to receive the Software License and Maintenance and Support Services described on Exhibit G if it has so elected in Section B of the signature page to this Agreement.

2.6 **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Software set forth under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state

authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services, the Equipment and Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable federal and state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any Third Party Items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

2.7 **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Equipment licensed set forth hereunder, Customer shall be responsible for:

- (i) the total cost of any Third Party Items that are required in order for the Equipment and/or Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 2.7(ii) and 2.7(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software set forth under this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 Delivery; Risk of Loss/Insurance; Acceptance.

a. **Delivery.** ES&S anticipates shipping the Equipment and Software identified on Exhibits C-E to Customer on or before the "Estimated Delivery Dates" listed on Exhibit B. The Estimated Delivery Dates are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer, delays in certification, and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions.

b. **Risk of Loss/Insurance.** Risk of loss for the Equipment and Software shall remain with ES&S until the Customer has accepted the Equipment and Software. ES&S shall insure the Equipment, Software and services provided hereunder against any loss or damage with standard "all-risk" coverage at the replacement value of such deliverables until acceptance by the Customer. ES&S also shall provide comprehensive liability insurance covering bodily injury with limits of not less than \$1,000,000, per person and \$1,000,000, per occurrence, covering any and all liability of ES&S related to this Agreement, and property damage liability insurance with a limit of not less than \$1,000,000, per occurrence.

All insurance which ES&S is obligated to maintain, shall be issued by insurance companies authorized to do business in the State of Rhode Island. All insurance policies shall: (i) in form and substance be reasonably satisfactory to the Customer; (ii) be written as primary policy coverage, not contributing with, or in excess of any coverage carried by the State or another; (iii)

name the Customer as a loss payee; (iv) except as otherwise provided for in this Agreement, contain an express waiver of the right of subrogation against the Customer; and (v) contain a provision that the insurer shall endeavor to give the State at least 30 days prior written notice of any termination or lapse of insurance coverage, reduction in insurance coverage, or material change in the terms of insurance.

ES&S hereby indemnifies the Customer from and against any and all claims, charges, costs, demands, damages, fees, including reasonable attorneys fees, or other impositions of any kind whatsoever brought, alleged, made, filed or otherwise asserted in any manner against the Customer as a result of ES&S' performance of its obligations under this Agreement.

c. **Inspection, Testing and Conditions of Acceptance.** ES&S is to furnish and make operational for testing all ES&S Equipment in accordance with the procedures set forth on Exhibit H. All ES&S Equipment, ES&S Software and services are subject to inspection and testing by the Customer and any that does not meet the specifications or other requirements of this Agreement may be rejected. The parties shall be given thirty (30) days after delivery by ES&S to complete the installation testing set forth on Exhibit H and accept any materials, equipment, software supplies and services delivered or furnished under this Agreement (provided that the Customer, in their sole discretion, may accept the same prior to expiration of the thirty (30) day period).

If the ES&S Equipment fails to meet the acceptance testing criteria set forth on Exhibit H, then the same may be rejected and returned to ES&S. Upon rejection and receipt of comments regarding such rejection, ES&S will have fifteen (15) days to resubmit the rejected item to the Customer with all appropriate corrections or modifications made and/or addressed. Customer will again determine whether the item is acceptable to it and provide a written determination within fifteen (15) days of receipt of the revised or amended item. If the item is once again deemed unacceptable and thus rejected, ES&S will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Customer. In the event of a third rejection, the Customer may terminate the Agreement and if terminated exempt the Customer from all costs incurred by ES&S.

Acceptance is declared when the parties execute the Certificate of Completed ES&S Equipment Installation in the form set forth on Exhibit H. However, acceptance by the Customer following testing and evaluation during the thirty (30) day period shall not be conclusive that the ES&S Equipment, ES&S Software and services conform in all material respects to the warranties set forth in Section 3.2.

3.2 **Warranties.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period commencing upon delivery (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, , PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications

furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including, but not limited to, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent Update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the Third Party Items during the Warranty Period, provided that (i) Customer has installed and is using the most recent Update, provided to it by ES&S, and (ii) the Third Party Items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties") and all rights and obligations with respect to the Third Party Items flow from and to the Third Parties.

c. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTIONS 3.2(a) or 3.2(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL PROHIBIT OR LIMIT THE CUSTOMER'S RIGHT TO FILE A BREACH OF CONTRACT CLAIM UNDER THIS AGREEMENT SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 3.4 BELOW. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' EQUIPMENT INSTALLATION SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

3.3 **Routine Maintenance For ES&S Equipment During Warranty Period.** During the Warranty Period, Customer may request that ES&S provide the Routine Maintenance Services described in Article II, Subsection 1(b) of Exhibit G for one or more units of ES&S Equipment. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such Routine Maintenance Services is set forth on Exhibit B and shall be due within thirty (30) days after Customer's receipt of ES&S' invoice. The terms and conditions of Article II, Subsection 1(b) of Exhibit G shall govern the providing of the Routine Maintenance Services. When the ES&S Equipment is not in use, Customer shall properly store the ES&S Equipment in accordance with the storage requirements established in the Documentation. Upon termination of the Warranty Period, Customer shall be entitled to receive the Hardware Maintenance Services described on Exhibit G if it has so indicated in Section B of the signature page to this Agreement.

3.4 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed one and one half times (1.5x) the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained

from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3.5 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.5, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.6 **Gross Maximum Price.** Subject to appropriation and except in the event the annual Ballot on Demand ballot volume exceeds 7,500 ballots plus prior year unused BOD carryover ballots in any year of the Term which shall result in a fee of \$.45 cents per ballot for black and white ballots and \$.55 cents per ballot for color ballots, the gross maximum price the Customer shall pay to ES&S for the lease, license and services provided hereunder shall not exceed an amount equal to Nine Million Two Hundred Eighty-Five Thousand Seven Hundred Nineteen Dollars and Thirty Nine Cents (**\$9,285,719.39**).

3.7 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.8 **Rights to Records, Software, Licenses and Images.** ES&S agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, including data specifically prepared by ES&S for the Customer under this Agreement, shall be available to the Customer at any time. The Customer shall have the right to use the same without restriction and without compensation to ES&S or any other party other than that specifically provided by this Agreement.

ES&S agrees that at all times during the term of this Agreement and thereafter, works created specifically for the Customer by ES&S as a deliverable under this Agreement, and services specifically performed by ES&S for the Customer under this Agreement shall be "works made for hire" as that term is

interpreted under the copyright laws of the United States. To the extent that any products specifically created by ES&S for the Customer as a deliverable under this Agreement are not works made for hire for the Customer, ES&S hereby relinquishes, transfers, and assigns to the Customer all of its rights, title, and interest (including all intellectual property rights) to all such products specifically created by ES&S for the Customer under this Agreement, and will cooperate reasonably with the Customer in effectuating and registering any necessary assignments.

ES&S shall report to the Customer, promptly and in written detail, each notice or claim of copyright infringement received by ES&S with respect to all data delivered under this Agreement.

ES&S shall not affix any restrictive markings upon any data, documentation, or other materials specifically created by ES&S for the Customer and provided and owned by the Customer hereunder and if such markings are affixed, the Customer shall have the right at any time to modify, remove, obliterate, or ignore such warnings. The Customer shall have the exclusive right to use, duplicate, and disclose any software, data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated specifically for the Customer by ES&S in connection with this Agreement. If any material, including software, which is owned by the Customer is capable of being copyrighted, Customer shall be the copyright owner and ES&S may copyright material connected with this project only with the express written approval of the State.

Notwithstanding the foregoing, ES&S shall, at all times, own all of its pre-existing intellectual property, documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, including data prepared by ES&S which ES&S owned prior to entering into this Agreement with the Customer or which ES&S develops during the Term of the Agreement and is not otherwise specifically created by ES&S for the Customer.

3.9 **Patents, Copyrights, and Intellectual Property.** If ES&S furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, ES&S shall obtain the necessary permission or license to permit the Customer to use such item or items in connection with the ES&S Equipment, ES&S Software and services and for any other purpose.

ES&S will defend or settle, at its own expense, any claim or suit against the Customer alleging that any such item furnished by ES&S infringes any patent, trademark, service mark, copyright, trade secret or any other intellectual property right. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, copyright or any other intellectual property right, ES&S will defend the Customer against that claim at ES&S' expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the Customer: (a) promptly notifies ES&S in writing of the claim; (b) allows ES&S to control and cooperates with ES&S in, the defense and any related settlement negotiations; (c) installs and uses any update provided by ES&S; (d) does not use ES&S products in combination with other equipment, hardware or software not meeting ES&S' specifications; and (e) does not modify or alter any item of ES&S' products without ES&S' prior written consent. The obligations of this paragraph are in addition to those stated below.

If any products furnished by ES&S become, or in ES&S' opinion are likely to become, the subject of a claim of infringement, ES&S will, at its option and expense: (a) procure for the Customer the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

ES&S shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the Customer to ES&S. Notwithstanding anything to the contrary herein, the Customer may, in their sole and

absolute discretion, grant ES&S a license to such materials, subject to the terms of a separate writing executed by ES&S and authorized representatives of the Customer.

ES&S, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third-party software in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any Customer software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any Customer intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither ES&S nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any Customer software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.

Without limiting the generality of the foregoing, neither ES&S nor any of its subcontractors shall use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the Customer or any of its affiliates (or for which the Customer or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the Customer or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the Customer or any of its subcontractors that is undertaken under this Agreement as to any software or technology shall be construed as being inconsistent with the intent to not cause any patents, copyrights or other intellectual property that are owned or controlled by the Customer (or for which the Customer has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

3.10 **Liquidated Damages.**

a. If ES&S' DS200 precinct scan units fail to perform in accordance with their Documentation on any Election Day during the Term of the this Agreement and provided that the Customer is subscribing to, and paying for, maintenance and support services from ES&S, damages to the Customer may result.

b. Proving such damage may be costly, difficult, and time consuming.

c. If, for any reason not caused by an individual, action, or activity outside of ES&S' control, more than five percent (5%) of the ES&S DS200 precinct scan units at the polling locations are completely removed from service on election day due to a malfunction, the Customer may impose liquidated damages in the amount of up to Six Hundred Dollars and No Cents (\$600.00) per unit for each unit in excess of the five percent (5%) threshold. Liquidated damages shall become due within thirty (30) calendar days after written notification by the Customer. The Customer may, at its sole discretion, deduct liquidated damages from payments due to ES&S.

d. Nothing in this provision shall be construed as relieving ES&S from performing all requirements of this Agreement, whether listed herein or not, nor is the Customer's right to enforce or to seek other remedies from failure to perform any other Agreement duty hereby diminished

3.11 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of

any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.12 **Term; Termination.** This Agreement shall commence upon the issuance of purchase order by the Rhode Island Division of Purchases and shall continue through May 31, 2024 (the "Term"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party. In addition, if the State of Rhode Island General Assembly fails to appropriate funds or if funds are not otherwise made available for performance of this Agreement, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both ES&S and the Customer from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. ES&S shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. Customer shall notify ES&S as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

3.13 **Assignment.** Neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

3.14 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.15 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable.

3.16 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This

Agreement, including all Exhibits hereto (collectively, the "Agreement"), together with that certain Revised Pricing Response Appendix C: Cost Form submitted by ES&S dated January 4, 2016 ("BAFO"), ES&S Proposal in response to the RFP, dated October 30, 2015 ("Proposal") and Request for Proposal, Solicitation Number 7549934, issued September 30, 2015 ("RFP") contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in this Agreement and the BAFO, Proposal or RFP, the conflict shall be resolved in the following order of precedence: (1) this Agreement; (2) the BAFO; (3) RFP and (4) the Proposal. The parties acknowledge and agree that, notwithstanding anything to the contrary set forth in Exhibit I or the Agreement, in the event of a conflict between any provision set forth in Exhibit I and the terms and conditions set forth in the Agreement including Exhibits A-H, the terms and conditions of the Agreement, including Exhibits A-H shall control.

No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing the Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.2(c), 3.4, 3.5, 3.7-3.9, 3.14, 3.15(b) and this Section 3.16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

EXHIBIT A
EQUIPMENT LEASE PURCHASE TERMS AND CONDITIONS

1. **Agreement to Lease.** Election Systems & Software, LLC ("Lessor") hereby leases to the Rhode Island Department of State ("Lessee") and Lessee hereby leases from Lessor, in accordance with the terms and provisions of this Exhibit A, the equipment described on Schedule A-1 attached hereto, together with all attachments, replacements, substitutions, proceeds, additions, accessions, repairs and accessories incorporated therein or affixed thereto (collectively, the "Equipment"). The Equipment shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest in the Equipment except the right to use the same, subject to the terms and conditions of this Exhibit A.

2. **Term.** The term of this Exhibit A shall commence upon the Effective Date and shall continue until the end of the term as set forth on Exhibit B of this Agreement ("Term").

3. **Payments.** Subject to appropriation, as evidenced in Schedule A-3, Lessee hereby agrees to pay to Lessor all sums due and owing hereunder on or before the dates on which the same are due and payable as set forth in Exhibit B of this Agreement ("Lease Payments"). In the event that any Lease Payments or any other sums due and owing under this Exhibit A are not paid within five (5) days from the due date, Lessor may assess a delinquency fee ("Late Charge") on each delinquent Lease Payment in an amount not exceeding the greater of (i) \$500.00 or (ii) five percent (5.00%) of each such Lease Payment. Lessor may apply payments received from Lessee in satisfaction of sums accrued hereunder in such order as Lessor may, in its sole discretion, determine. Acceptance of payment that does not include all accrued Late Charges, expenses, and interest shall not constitute a waiver of Lessor's right to collect the same at a later date. Lessor may also exercise each and every right and remedy available to Lessor upon the occurrence of an Event of Default hereunder. All such Lease Payments shall be payable to Lessor at its address set forth herein or at such other address as Lessor may provide to Lessee. If Lessee fails to pay any Lease Payment or any other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to the Lessor interest on such late payments from the due date until paid at the highest rate permitted under applicable law.

4. **Option to Purchase.** Provided Lessee has complied with all terms and conditions of this Exhibit A and is not otherwise in default hereunder, Lessee shall have the option to purchase all, but not less than all, of the Equipment from Lessor which is then subject to this Exhibit A on an "AS IS, WHERE IS" basis without warranty by Lessor for the Option Purchase Price set forth in Exhibit B of this Agreement.

Lessee shall provide Lessor with written notice not less than one hundred and twenty (120) days prior to the date

specified in Exhibit B of this Agreement for the exercise of such purchase option. In the event that Lessee does not exercise its option to purchase the Equipment, Lessee shall return the Equipment to Lessor in accordance with Section 18 below. In the event that Lessee does exercise its option to purchase the Equipment, Lessor shall provide Lessee with a bill of sale for the Equipment and Lessee shall be deemed to have acquired all right, title and interest in and to the Equipment, free of any lien, encumbrance or security interest except such liens, encumbrances or security interests as may be created, or permitted and not discharged, by Lessee, but without any other warranties.

5. **Lessee's Representations and Warranties.** Lessee hereby represents, warrants and agrees as follows:

a. That all requirements for execution, delivery and performance of this Exhibit A have been or will be complied with in a timely manner;

b. That Lessee has the necessary power and authority to contract for the Equipment contemplated herein as necessary requirements to accomplish each of the foregoing;

c. That Lessee and its Jurisdiction have both waived any immunity (if such immunity was otherwise allowed) from allowing Lessor to enforce the terms of this Exhibit A;

d. Subject to Section 17 as set forth herein, that all payments hereunder have been and will be duly authorized and paid when due out of funds then on hand and legally available for such purposes. Lessee shall, to the extent permitted by applicable law and in accordance with the terms and conditions of this Exhibit A, include in its budget for each successive fiscal period during the term of this Exhibit A a sufficient amount to permit Lessee to discharge all of its obligations hereunder and Lessee has budgeted and made available for the current fiscal period sufficient funds to fully comply with its obligations hereunder;

e. That Lessee has an immediate need for and expects to make immediate use of the Equipment which need is not temporary or expected to diminish in the foreseeable future, specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Equipment;

f. That Lessee will not attach or affix the Equipment to real property in any manner, and the Equipment shall, in all events, remain personal property;

g. That Lessee will not sell, offer to sell, lease, rent or otherwise transfer or hypothecate the Equipment or any interest therein;

h. That Lessee will keep the Equipment free from any adverse lien, security interest, claim or encumbrance and in good order and repair and shall notify Lessor immediately of any attachment or other judicial notice affecting the Equipment and shall indemnify and hold harmless Lessor from any loss or damages caused thereby;

i. That Lessee will permit Lessor to examine and inspect the Equipment at any reasonable time at any building or place where the Equipment is located; and

j. That all parts, replacements, additions and substitutions to or for any Equipment shall immediately become part of the Equipment and the property of Lessor.

6. **Lessee's Waivers.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by the UCC, including, but not limited to, Lessee's rights to: (a) cancel or terminate this Exhibit A except as set forth herein; (b) repudiate this Exhibit A; (c) reject the Equipment; (d) revoke acceptance of the Equipment; (e) recover damages from Lessor for any breaches of warranty or for any other reason, including but not limited to any claim for implied warranties of infringement, merchantability, or fitness for a particular purpose; (f) require Lessor to accept any risk of loss; (g) a security interest in the Equipment in Lessee's possession or control for any reason; (h) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Exhibit A; (i) accept partial delivery of the Equipment; (j) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for those due from Lessor; (k) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (l) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment described in this Exhibit A.

To the extent permitted by applicable law, Lessee also waives any rights conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages, or which may otherwise limit or modify any of Lessor's rights or remedies.

7. **Use of Equipment.** Lessee shall be responsible for the payment of all operating expenses associated with the Equipment. Lessee shall use the Equipment only for its proper purposes and will not install, use, operate or maintain the Equipment improperly, carelessly or in violation of any applicable law, ordinances, rules or regulations of any governmental authority or in a manner contrary to the nature of the Equipment or the use contemplated by the manufacturer. Lessee shall keep and use the Equipment solely within the Jurisdiction and solely for the conduct of Lessee's operations. Lessee shall be solely responsible for the payment of all transportation charges in the delivery of the Equipment to and from the Lessee's locations.

8. **Maintenance of Equipment.** Lessor shall not be responsible or obligated to make any repairs, replacements

or provide maintenance on the Equipment. At its sole and separate expense and in accordance with the terms and conditions of this Agreement, Lessee shall arrange for all services, repairs and maintenance to the Equipment which may be necessary to keep the Equipment in such condition, normal wear and tear excepted, as when delivered to the Lessee hereunder and to maintain the Equipment as recommended by the manufacturer. All such replacements shall be free and clear from all liens, encumbrances and claims of others and shall become part of the Equipment and subject to the terms of this Exhibit A. Lessor may, at its option, perform the foregoing items as may be necessary to preserve the Equipment and charge all costs and expenses associated with the Lessor's performance of such maintenance to the Lessee which shall be in addition to any other payments due by Lessee hereunder.

9. **Changes to the Equipment.** Any parts, replacements, additions and substitutions or other items installed or placed in or on or attached to the Equipment shall become the property of the Lessor unless Lessor requests that Lessee remove such features prior to returning the Equipment at the end of the term of this Exhibit A. In the event that the Equipment is damaged due to Lessee's removal of such items, Lessee shall be responsible, at its sole expense, for repairing such damage. Except as set forth herein, Lessee shall not, without the prior written consent of the Lessor, make any alterations, modifications, changes or improvements to the Equipment unless such changes are required to maintain Federal and/or State certification.

10. **Damage or Destruction to Equipment.** Lessee shall bear the entire risk of loss for any damage, theft or destruction of the Equipment from any and every cause whatsoever and no loss, damage, theft or destruction or other event shall release Lessee from its obligations to pay the full amount of the Lease Payments or from any other obligation under this Exhibit A. Lessee shall promptly notify Lessor in writing of any loss, theft, damage to or destruction of the Equipment, and Lessee shall (a) promptly replace, at Lessee's expense, the same in good repair, condition and working order or (b) if the Equipment is damaged or destroyed beyond repair or lost by theft, immediately pay to Lessor all remaining amounts due and owing pursuant to this Exhibit A, including, but not limited to, the Option Purchase Price as set forth on Exhibit B of this Agreement.

11. **Insurance.** Lessee, at its option, shall (a) be self insured with regard to the Equipment or (b) purchase and maintain insurance with regard to the Equipment. Lessee shall indicate on the Certificate of Acceptance, attached hereto as Schedule A-2, its election to be self-insured or insured by a company with regard to the property set forth on Exhibit B of this Agreement. Regardless of Lessee's choice of insurance hereunder, during the term of this Exhibit A, Lessee shall, at its own cost and expense, provide, maintain and pay for casualty insurance against the loss, theft or damage to the Equipment for the full replacement value. In addition Lessee shall, at its own cost and expense, provide, maintain and pay for comprehensive

liability insurance coverage insuring against such risks including injury and death to any person and damage to any property owned by third parties with coverage as are customary for lessees of property similar in nature to the Equipment being leased hereunder. If insurance policies are to be provided by an insurance company, such insurance company shall be authorized to do business in the State where the Equipment is located and shall name Lessor as an additional insured. All insurance policies shall contain the insurer's agreement to give thirty (30) days' written notice to Lessor before cancellation of any policy of insurance. Lessee shall deliver the policies or copies thereof or certificates of insurance to Lessor. If Lessee fails to provide insurance or if any insurance obtained by the Lessee is cancelled or lapses or is discontinued for any reason, Lessor shall be entitled to insure the Equipment with insurance comparable to the insurance required hereunder. Insurance proceeds from casualty losses shall be payable solely to Lessor. As set forth in Section 10, insurance proceeds received by Lessor shall be paid to Lessee at such time as Lessee has provided satisfactory proof that such repairs or replacements have been completed. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, execute and endorse all documents, checks or drafts in connection with any insurance claim.

12. **Intentionally Omitted.**

13. **No Warranties.** Except for representations, warranties, and service agreements relating to the Equipment made or entered into by the manufacturer, developer or supplier, all of which are hereby assigned to Lessee, Lessee acknowledges and agrees as follows: (a) Lessor is not the manufacturer, developer or supplier of the Equipment or the manufacturer's or developer's agent or a dealer therein; (b) the Equipment is of size, design, capacity, description and manufacture selected by the Lessee; (c) Lessee is satisfied that the Equipment is suitable and fit for Lessee's purposes; (d) LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE TITLE, FITNESS, CONDITION, MERCHANTABILITY, DESIGN, DELIVERY, INSTALLATION OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, AND LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; (e) THE EQUIPMENT IS LEASED ON AN "AS IS" BASIS, "WITH ALL FAULTS"; and (f) Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature, direct, consequential or otherwise, caused directly or indirectly by any Equipment leased hereunder, or by any delay or failure to provide delivery, installation, maintenance, repairs, service or adjustment by the manufacturer, developer or supplier. No defect in or unfitness of the Equipment shall relieve Lessee of the

obligation to pay any Lease Payments hereunder or perform any other obligation under this Exhibit A. Lessor shall have no obligation under this Exhibit A with respect to the Equipment, including any obligation to install, test, adjust, service or maintain the Equipment. Lessor agrees, as long as no Event of Default (as defined in Section 14 hereof) shall have occurred, Lessor will permit Lessee to enforce in Lessee's own name, and at Lessee's sole expense, any supplier's or manufacturer's warranty or agreement relating to the Equipment, to the extent that such warranty or agreement is assignable.

14. **Events of Default.** An Event of Default shall occur hereunder if Lessee: (a) fails to pay any amount due hereunder when due, and such failure continues for a period of five (5) days; (b) fails to perform or observe any other covenant, condition or agreement to be performed or observed by Lessee hereunder, or either breaches any representation or provision contained herein; (c) attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment or assign Lessee's rights or duties hereunder or permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees and agents; (d) institutes insolvency, bankruptcy or reorganization proceedings, or such proceedings are instituted against Lessee, or Lessee makes a general assignment for the benefit of, or enters into any composition or arrangement with creditors; (e) shall create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any nature whatsoever upon, affecting or relating to the Equipment or this Exhibit A; (f) performs or fails to perform any other act, as a result of which Lessor deems itself insecure or deems any of its Equipment to be in jeopardy; or (g) has made any warranty, representation or statement which is false in any material respect when made or furnished.

15. **Remedies.** Upon the occurrence of any Event of Default, Lessor may, with or without canceling or terminating this Exhibit A, in its sole discretion, do any one or more of the following: (a) accelerate all sums due and owing or to become due and owing hereunder for the full term of this Exhibit A, including the Option Purchase Price. Lessee shall be responsible for all costs and expenses incurred by Lessor; (b) institute suit against Lessee to enforce performance by Lessee of the covenants, terms and provisions of this Exhibit A; (c) require the Lessee to assemble the Equipment and make the Equipment available to Lessor at a place designated by Lessor at Lessee's sole cost and expense; (d) enter upon any premises where any of the Equipment is located without notice, demand, a court order or any other legal process and repossess any or all such Equipment. Lessee hereby waives any resulting damages therefrom and shall be responsible for all costs and expenses associated with repossessing the Equipment; (e) sell the Equipment at a public or private sale or relet the Equipment. In such event, if the proceeds of such sale are less than the sum of (i) the costs of repossession, sale, relocation, storage, reconditioning, reletting and installation (ii) the unpaid Lease Payments outstanding plus the then-applicable

Option Purchase Price calculated from Exhibit B as of the last preceding Lease Payment Date set forth in Exhibit B, and (iii) any past due amounts hereunder (plus any interest on such unpaid principal balance at the rate set forth herein), all of which shall be paid to Lessor and Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; (f) exercise any other right or remedy which may be available to it under any applicable law. In such event, Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith, including, but not limited to court costs and disbursements, repossession costs, storage costs, recondition costs and reselling costs, subject to applicable laws.

16. Non-Cancelable; Obligations Unconditional.

Except as specifically set forth in Section 18 below, this Exhibit A cannot be canceled or terminated by Lessee. Lessee agrees that Lessee's obligations to pay all amounts due and perform all other obligations hereunder shall, in any and all events be absolute, irrevocable, unconditional and independent and shall be paid and performed without abatement, deduction or offset of any nature whatsoever.

17. Non-Appropriation. Lessee agrees that the responsible financial officer of Lessee or such other individual who has authority to budget funds for the continuation of this Exhibit A shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provisions for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. In the event funds for the succeeding fiscal period are not able to be obtained after the exhaustion of all efforts herein, Lessee may terminate this Exhibit A at the end of any fiscal period during the term of the Exhibit A by providing written notice to Lessor no later than one hundred and twenty (120) days prior to the first day of such fiscal period for which appropriations are not able to be made. The failure by the Lessee to obtain the appropriation of funds for the full amount necessary to make the required payments hereunder in any fiscal period subsequent to the current fiscal period shall terminate all of the Lessee's rights hereunder, including any and all rights in the Equipment effective on the last day of the last fiscal period in which appropriations were properly made.

18. Termination; Return of Equipment. Provided Lessee has not exercised the purchase option as set forth in Section 4, this Exhibit A shall terminate upon the expiration of the term or any earlier termination as specifically set forth in this Exhibit A. Upon the expiration or earlier termination of this Exhibit A, Lessee shall promptly, at its sole expense, assemble and return the Equipment to locations designated by Lessor. Lessee will also return to Lessor all manufacturer warranty agreements, maintenance records and other documents relating to all of the Equipment. If Lessor takes possession of any equipment not subject to its interests, it shall notify Lessee and may

dispose of such equipment if Lessee fails to take possession within thirty (30) days. If any item of Equipment is not returned in at least as good and repair as when delivered to Lessee, ordinary wear and tear excepted, Lessee shall pay to Lessor, within five (5) days after receipt of written notice from Lessor, an amount to repair and recondition such item of Equipment to restore it to good working condition and appearance in accordance with the manufacturer's documentation.

19. Assignment. Unless Lessee receives Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate, grant any security interest in, subcontract, delegate any of its rights, duties and obligations, or otherwise dispose of this Exhibit A or the Equipment or any interest in the Exhibit A or Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Any assignee of Lessor shall have all of the rights of Lessor under this Exhibit A, and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim, or offset that Lessee may have against Lessor.

20. Security Interest. Lessee agrees that this Exhibit A shall constitute an authenticated security agreement and that the Equipment and all of Lessee's right, title and interest in and to this Exhibit A are subject to a security interest for the benefit of Lessor upon the terms and conditions set forth herein and shall secure (a) payment and performance of all of Lessee's obligations under this Exhibit A, and (b) to the extent permitted by law, all indebtedness at any time due and owing by Lessee to Lessor or Lessor's assignees. Lessee further assigns to Lessor all of Lessee's right, title and interest in and to this Exhibit A to secure (a) payment and performance of all of Lessee's obligations under this Exhibit A, and (b) to the extent permitted by law, any and all indebtedness, however evidenced, at any time due and owing by Lessee to Lessor. Lessee hereby authorizes Lessor to file financing statements or other documentation, and Lessee hereby agrees to take such other and further action as may be required by Lessor to maintain and perfect such security interests. Lessee hereby acknowledges and agrees that, by filing any financing statements as allowed by this Section 22, Lessor has not transferred any title to the Equipment to Lessee except for the leasehold rights as set forth herein; rather, such financing statements (i) shall perfect Lessor's security interest in Lessee's rights under this Exhibit A and (ii) shall be precautionary to give notice to third parties of Lessor's continuing title to the Equipment.

21. Lessor's Right to Perform. If Lessee fails to make any payment or to perform any obligation imposed on Lessee under this Exhibit A, Lessor may make any such payment or perform any such obligation. The amount of any such payment and Lessor's costs and expenses shall immediately be payable by Lessee to Lessor upon demand. Such sums shall bear interest as set forth herein, from the date of payment by Lessor.

22. **Usury.** Notwithstanding any provision contained herein to the contrary, if this Exhibit A should be construed, for any reason, to be subject to the usury laws of any state, in no event shall interest or any other fee or charge accrue or be payable in excess of the highest lawful rate. If, from any circumstance whatsoever, amounts payable hereunder exceed the limit prescribed by law, such amounts shall be reduced to the maximum amount permitted by applicable law, and if from any circumstance the holder hereof shall ever receive as interest or other fees an amount which would exceed the highest lawful rate, such excess shall be applied to the reduction of the unpaid balance due hereunder and not to the payment of interest or such fees, or if such excess exceeds the unpaid balance, such excess shall be refunded to Lessee. This provision shall control every other provision of all agreements between the undersigned and the holder hereof.

23. **No Prepayment Penalty.** The unpaid principal amount and any accrued and unpaid interest thereon may be paid in full by Lessee at any time during the Term without penalty.

24. **Notice.** Any notice or other communication required or permitted hereunder shall provided in accordance with the terms of Section 3.14 of this Agreement.

25. **Benefit; Severability.** Except as otherwise provided herein, this Exhibit A shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective heirs, successors and assigns. (This reference to Lessee's assigns shall not constitute consent by Lessor to any assignment of this Exhibit A by Lessee.) In addition, Lessor shall have the right to at all times by notice to the Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder. Whenever possible, each provision of this Exhibit A shall be interpreted in such manner as to be effective and valid, but if any provision of this Exhibit A shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Exhibit A.

26. **Waiver.** No covenant or obligations hereunder by Lessee may be waived except by the written consent of the Lessor and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the conditions giving rise to such remedy. Lessor's rights hereunder are cumulative.

[END OF GENERAL TERMS OF EXHIBIT A]

**SCHEDULE A-1
EQUIPMENT DESCRIPTION & QUANTITIES**

DESCRIPTION	QUANTITY
Tabulation Hardware	
Model DS200 Precinct Scanner:	
Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)	590
DS200 Wireless Modem-Verizon (Price does not include data transmission fees)	590
Tote Bin	990
Model DS850 High Speed Digital Image Scanner:	
Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives and Initial Firmware License)	2
Ballot On Demand System	
Compact Printer with Firmware	100
Compact Printer Case	100
Laptop Computer	100
DATA COMMUNICATION SERVER	
DELL POWEREDGE T430	2
· PowerEdge T430 Server, No TPM	
· Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration	
· PowerEdge T430 Shipping	
· Intel® Xeon® E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s QPI, Turbo, HT, 6C/12T (85W) Max Mem 1866MHz	
· 1 CPU Standard	
· 2133MT/s RDIMMs	
· (2) 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width	
· RAID 1+RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs)	
· PERC H730 RAID Controller, 1GB NV Cache	
· (4) 1TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive	
· On-Board Broadcom 5720 Dual Port 1Gb LOM	
· iDRAC8, Basic	
· DVD+/-RW, SATA, Internal	
· Casters for PowerEdge Tower Chassis	
· Power Saving Dell Active Power Controller	
· Dual, Hot-plug, Redundant Power Supply (1+1), 750W	
· (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	
· Keyboard and Optical Mouse, USB, Black, English	
· Windows Server®; 2012R2, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL	
· Windows Server®; 2012R2, STD Ed, Media Kit w/Factory Inst ENT DGRD Images	
· 5-pack of Windows®; Server 2012 Device CALs	
(Standard or Datacenter)	

DESCRIPTION	QUANTITY
· 5 Year ProSupport and NBD On-site Service	
· Dell Proactive Systems Management – Declined	
MICROSOFT EXTERNAL CONNECTOR LICENSE	1
(Data Comm Server)	
DELL E2215HV 22" WIDE LED LCD VGA MONITOR	1
SYMANTEC ENDPOINT PROTECTION 12.1.4	2
UNINTERRUPTABLE POWER SUPPLY (UPS)	1
BATTERY BACKUP, 1500 VA (Servers)	
CERBERUS FTP PRO 6.0.7.1 (DS200 Modeming)	2
EMS FILE SERVER	
DELL POWEREDGE T630 (EMS File Server)	2
· PowerEdge T630 Server	
· PowerEdge T630 Motherboard	
· ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Year	
· ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	
· Dell Hardware Limited Warranty Plus On Site Service	
· Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355	
· PowerEdge T630 Shipping	
· iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	
· OpenManage Essentials, Server Configuration Management	
· Chassis with up to 18, 3.5" Hard Drives, Tower Configuration	
· RAID 1+RAID 5 for H330/H730/H730P (2 + 3-30 HDDs or SSDs)	
· PERC H730 RAID Controller, 1GB NV Cache	
· Intel Xeon E5-2603 v3 1.6GHz, 15M Cache, 6.40GT/s QPI, No Turbo, No HT, 6C/6T (85W) Max Mem 1600MHz	
· Upgrade to Two Intel Xeon E5-2603 v3 1.6GHz, 15M Cache, 6.40GT/s QPI, No Turbo, No HT, 6C/6T (85W)	
· 8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width	
· Performance Optimized	
· 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive, 3.5in HYB CARR, 13G	
· Electronic System Documentation and OpenManage DVD Kit, PowerEdge T630	
· DVD-ROM, SATA, Internal	
· Dual, Hot-plug, Redundant Power Supply (1+1), 750W	
· NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	
· Windows Server 2012R2 Standard Edition, Factory Installed, No Media, 2 Socket, 2 VMs, NO CALs	
· Windows Server 2012R2 Standard, Media, FI Standard Ed Downgrade image, Eng	
· 5-pack of Windows Server 2012 User CALs	
(Standard or Datacenter)	
· 105W Heatsink for PowerEdge T630	

DESCRIPTION	QUANTITY
DELL E2215HV 22" WIDE LED LCD VGA MONITOR 3YR	1
DELL STANDARD MS111 USB OPTICAL MOUSE	1
DELL STANDARD KEYBOARD	1
UNITERRUPTABLE POWER SUPPLY (UPS)	1
BATTER BACKUP, 1500 VA (Servers)	
CERBERUS FTP PRO 6.0.7.1 (DS850 Networking)	2
SYMANTEC ENDPOINT PROTECTION	2
BUSINESS EDITION 2013 (Version 12.1.4, 64-bit)	
MICROSOFT DEVICE CAL	10
(Device Connector Licenses for PC connection to EMS Server)	
EMS WORKSTATIONS	
DELL OPTIPLEX 7020 (Desktop)	10
· OptiPlex 7020 MT BTX	
· 8GB (2x4G) 1600MHz DDR3 Memory	
· US English (QWERTY) Dell KB212-B QuietKey USB Keyboard	
· AMD Radeon R5 240, 1GB, Full Height	
· No Wireless	
· 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	
· Windows 7 Professional English/French 64bit	
(Includes Windows 8.1 Pro license)	
· OptiPlex 7020 Minitower Chassis with Standard Power Supply	
· Dell USB Optical Mouse MS111	
· 16X Half Height DVD+/-RW Drive	
· Internal Dell Business Audio Speaker	
· System Power Cord (Philippine/TH/US)	
· Windows 8.1 DVD OS Recovery(English)	
· Dell Backup and Recovery Basic	
· Desktop BTO Standard shipment	
· Not Selected in this Configuration	
· Safety/Environment and Regulatory Guide (English/French/Dutch)	
· Dell Limited Hardware Warranty Plus Service	
· ProSupport Plus: Accidental Damage Service, 5 Years	
· ProSupport Plus: Keep Your Hard Drive, 5 Years	
· ProSupport Plus: Next Business Day Onsite 5 Years	
· ProSupport Plus: 7x24 Technical Support, 5 Years	
· TPM Enabled	
· Intel Core i5-4590	
(Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600)	
· No DDPE Encryption Software	
· Chassis Intrusion Switch	

DESCRIPTION	QUANTITY
· Minitower Chassis Mainstream Heatsink (95watts)	
· Dell Adapter - DisplayPort to HDMI	
· P2213 LCD MONITOR	
UNITTERUPTABLE POWER SUPPLY (UPS)	10
BATTER BACKUP, 750 VA (Workstations)	
WS_FTP PRO IPSWITCH 12.4	1
SYMANTEC ENDPOINT PROTECTION BUSINESS EDITION	10
ADOBE ACROBAT STANDARD XI	10
TOOLBOX WORKSTATION	
DELL OPTIPLEX 7020 (Desktop)	1
· OptiPlex 7020 MT BTX	
· 8GB (2x4G) 1600MHz DDR3 Memory	
· US English (QWERTY) Dell KB212-B QuietKey USB Keyboard	
· AMD Radeon R5 240, 1GB, Full Height	
· No Wireless	
· 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	
· Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	
· OptiPlex 7020 Minitower Chassis with Standard Power Supply	
· Dell USB Optical Mouse MS111	
· 16X Half Height DVD+/-RW Drive	
· Internal Dell Business Audio Speaker	
· System Power Cord (Philippine/TH/US)	
· Windows 8.1 DVD OS Recovery(English)	
· Dell Backup and Recovery Basic	
· Desktop BTO Standard shipment	
· Not Selected in this Configuration	
· Safety/Environment and Regulatory Guide (English/French/Dutch)	
· Dell Limited Hardware Warranty Plus Service	
· ProSupport Plus: Accidental Damage Service, 5 Years	
· ProSupport Plus: Keep Your Hard Drive, 5 Years	
· ProSupport Plus: Next Business Day Onsite 5 Years	
· ProSupport Plus: 7x24 Technical Support, 5 Years	
· TPM Enabled	
· Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600)	
· No DDPE Encryption Software	
· Chassis Intrusion Switch	
· Minitower Chassis Mainstream Heatsink (95watts)	
· Dell Adapter - DisplayPort to HDMI	
· P2213 LCD MONITOR	

DESCRIPTION	QUANTITY
ADOBE ACROBAT STANDARD XI	1
MICROSOFT EXCEL 2013	1
MICELLANEOUS COMPONENTS	
CISCO ASA 5512 FIREWALL	1
D-LINK GIGABIT NETWORK SWITCH, 16 PORT	1
OKI B721DN LED DIGITAL LASER DUPLEX PRINTER	1
OKI B721DN BLACK TONER – 25,000 PAGES	1

**SCHEDULE A-2
CERTIFICATE OF INSURANCE**

1. **Use.** The primary use of the Equipment shall be for the conduct of elections in the Jurisdiction.

2. **Equipment Location.** The Equipment shall be located at the following location(s):

Location Name: _____

Address: _____

City, State, Zip: _____

3. **Invoices.** All invoices shall be sent to the following address to the attention of the individual set forth below:

Lessee Name: _____

Attention: _____

Address: _____

City, State, Zip: _____

4. **Insurance.** Lessee hereby certifies that the requisite insurance coverage as set forth in Section 11 of Exhibit A has been secured and shall remain in force for the Term. Lessee shall designate Lessor as the loss payee under such insurance coverage. Please designate the type of insurance below:

_____ Company Insured _____ Self-Insured

Insurance Company/Agent Name: _____

Insurance Company Address: _____

Insurance Company Phone Number: _____

Policy Number: _____

IN WITNESS WHEREOF, I hereby have accepted and executed this Certificate of Acceptance & Insurance on this ___ day of _____, 20__

By Lessee:

Signature: _____

Printed: _____

Title: _____

**SCHEDULE A-3
CERTIFICATE OF APPROPRIATIONS AND AUTHORITY**

I, _____, do hereby certify that I am duly elected or appointed and acting _____ of Lessee; that I have custody of the financial records and budget information of the Lessee; that all monies for the payment of all sums due under this Exhibit A are available for the fiscal year ending __, 20__, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; that appropriations and/or funds have been designated for the payment of all sums due under this Exhibit A that may come due in such fiscal year; and that I have the power under legislative authority to contract for the equipment and/or services acquired by Lessee as set forth herein.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations and Authority this ___ day of _____, 20__.

By Lessee:

Signature: _____

Printed: _____

Title: _____

**EXHIBIT B
PRICING**

Hardware Maintenance and Support, Software Licenses, Services, and Supplies

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Tabulation Hardware		
Model DS200 Precinct Scanner:		
1,100	Paper Roll (Additional)	\$1,925.00
350	4GB Jump Drive (Additional)	\$36,750.00
Model DS850 High Speed Digital Image Scanner:		
1	Installation/Training Fee (1st Unit)	\$3,500.00
1	Installation/Training Fee (Each Additional Unit)	\$1,000.00
Ballot On Demand System		
100	Ballot On Demand System Installation and Acceptance	\$10,000.00
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$24,600.00
40	Balotar Single Request Software License (SRS)	\$40,000.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
Coding and Programming Software		
1	Electionware PYO Software	\$39,955.00
Election Services		
369	Implementation Services	\$272,550.00
X	On-Site Project Management	
X	Equipment Operations Training	
X	Poll Worker Train-the-Trainer	
X	Software Training	
X	Network Installation - On Site	\$13,800.00
1	ES&S Network Maintenance	\$25,000.00
X	Installation/Acceptance Testing	\$44,250.00
590	AutoMARK Hardware Maintenance, Firmware Upgrade, and Backup Battery Upgrade	\$140,125.00
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$21,267.30
X	Customer Discount	(\$257,750.00)
Total Initial Software Licenses and Implementation Services and Supplies		\$416,972.30

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
2017:		
Hardware Maintenance and Support Fees:		
590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$73,750.00
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,050.00
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$104,725.00
Firmware License and Maintenance and Support Fees:		
590	Firmware License - DS200	\$47,200.00
2	Firmware License - DS850	\$3,150.00
590	Firmware License - AutoMARK	\$38,350.00
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$24,600.00
40	Balotar Single Request Software License (SRS)	\$40,000.00
1	Electionware PYO Software	\$39,955.00
Services and Supplies		
135	On-Site Project Management	\$132,738.75
250	DS200 Paper Rolls	\$452.50
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$76,496.00)
Totals for 2017:		\$433,475.25
2018:		
Hardware Maintenance and Support Fees:		
590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$76,346.00
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,226.80
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$108,383.00
Firmware License and Maintenance and Support Fees:		
590	Firmware License - DS200	\$48,852.00
2	Firmware License - DS850	\$3,260.20
590	Firmware License - AutoMARK	\$39,677.50
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$25,460.00
40	Balotar Single Request Software License (SRS)	\$41,400.00
1	Electionware PYO Software	\$41,353.40

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Services and Supplies		
230	On-Site Project Management	\$234,059.50
130	Temporary Resources Support	\$48,743.50
1	ES&S Network Maintenance	\$25,875.00
1,300	DS200 Paper Rolls	\$2,405.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$105,156.00)
Totals for 2018:		\$595,885.90

2019:

Hardware Maintenance and Support Fees:

590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$79,030.50
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,409.70
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$112,188.50

Firmware License and Maintenance and Support Fees:

590	Firmware License - DS200	\$50,563.00
2	Firmware License - DS850	\$3,374.30
590	Firmware License - AutoMARK	\$41,064.00

Software License and Maintenance and Support Fees:

40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$26,352.00
40	Balotar Single Request Software License (SRS)	\$42,848.00
1	Electionware PYO Software	\$42,800.80

Services and Supplies

135	On-Site Project Management	\$142,188.75
1,000	DS200 Paper Rolls	\$1,900.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$82,158.00)

Totals for 2019:

\$465,561.55

2020:

Hardware Maintenance and Support Fees:

590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$81,803.50
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,599.00
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$116,112.00

Firmware License and Maintenance and Support Fees:

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
590	Firmware License - DS200	\$52,333.00
2	Firmware License - DS850	\$3,492.40
590	Firmware License - AutoMARK	\$42,509.50
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$27,274.00
40	Balotar Single Request Software License (SRS)	\$44,348.00
1	Electionware PYO Software	\$44,298.80
Services and Supplies		
230	On-Site Project Management	\$250,723.00
130	Temporary Resources Support	\$52,214.50
1	ES&S Network Maintenance	\$27,717.90
1,100	DS200 Paper Rolls	\$2,145.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$112,586.00)
Totals for 2020:		\$637,984.60
2021:		
Hardware Maintenance and Support Fees:		
590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$84,665.00
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,795.00
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$120,183.00
Firmware License and Maintenance and Support Fees:		
590	Firmware License - DS200	\$54,162.00
2	Firmware License - DS850	\$3,614.60
590	Firmware License - AutoMARK	\$43,984.50
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$28,228.00
40	Balotar Single Request Software License (SRS)	\$45,900.00
1	Electionware PYO Software	\$45,849.25
Services and Supplies		
135	On-Site Project Management	\$152,313.75
250	DS200 Paper Rolls	\$500.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$87,779.00)

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Totals for 2021:		\$497,416.10
2022:		
Hardware Maintenance and Support Fees:		
590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$87,615.00
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$5,997.80
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$124,401.50
Firmware License and Maintenance and Support Fees:		
590	Firmware License - DS200	\$56,050.00
2	Firmware License - DS850	\$3,741.10
590	Firmware License - AutoMARK	\$45,518.50
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$29,216.00
40	Balotar Single Request Software License (SRS)	\$47,506.00
1	Electionware PYO Software	\$47,454.00
Services and Supplies		
230	On-Site Project Management	\$268,582.50
130	Temporary Resources Support	\$55,932.50
1	ES&S Network Maintenance	\$29,692.15
1,300	DS200 Paper Rolls	\$2,665.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$120,656.00)
Totals for 2022:		\$683,716.05
2023:		
Hardware Maintenance and Support Fees:		
590	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$90,683.00
2	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$6,207.70
590	HMA AutoMARK - Silver Coverage (Maintenance Once Every 24-Months)	\$128,767.50
Firmware License and Maintenance and Support Fees:		
590	Firmware License - DS200	\$57,997.00
2	Firmware License - DS850	\$3,872.00
590	Firmware License - AutoMARK	\$47,111.50

<u>Quantity</u>	<u>Item Description</u>	<u>Price</u>
Software License and Maintenance and Support Fees:		
40	E Balotar for Automated Email 1-Year License	Included
40	Balotar Multiple Request Software License (MRS)	\$30,238.00
40	Balotar Single Request Software License (SRS)	\$49,168.00
1	Electionware PYO Software	\$49,114.90
Services and Supplies		
135	On-Site Project Management	\$163,161.00
1,000	DS200 Paper Rolls	\$2,100.00
7,500	Ballot On Demand Ballot Processing Fee (No charge for first 7,500 plus any prior year carryover of unused BOD ballots)	TBD
X	Customer Loyalty Services and Software Discount	(\$94,263.00)
Totals for 2023:		\$534,157.60
Total For the Term		\$4,265,169.35

The Quantities, Item Descriptions and Prices set forth in this Exhibit B are reflective of the Equipment, Software and Services to be provided by ES&S in the implementation year and each calendar year as set forth herein. The payment terms for the Equipment, Software and Services is set forth in Schedule B1 below. In the event of a conflict between this Exhibit B and the Payment Schedule set forth in Schedule B1, Schedule B1 shall prevail.

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.

Note 2: Payment terms are as follows:
See Schedule B-1 for Details

Customer and the State of Rhode Island Board of Elections ("BOE") shall be responsible for the payments set forth on Schedule B-1. Customer shall pay twenty-five percent (25%) of all amounts due on Schedule B-1. The BOE shall pay seventy-five percent (75%) of all amounts due on Schedule B-1. Notwithstanding the foregoing, in the event the BOE fails to pay any amounts due hereunder, the Customer shall be solely responsible for any payments not made by the BOE and shall pay ES&S immediately upon demand.

Note 3: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:

<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>
ES&S Equipment	To Be Agreed To By The Parties
ES&S Software	To Be Agreed To By The Parties
Third Party Items	To Be Agreed To By The Parties

Note 4: ES&S will package the trade-in equipment for shipment as well as be responsible for the coordination and cost associated with shipping such equipment to ES&S's designated location.

Note 5: The Ballot on Demand Processing Fee for annual ballot volume in excess of 7,500 ballots plus any prior year rollover amount ("Annual BOD Ballot Minimum") will be \$.45 cents per ballot for black and white ballots and \$.55 cents per ballot for color ballots. For purposes of determining the Annual BOD Ballot Minimum amount for each year during the Term of the Agreement, the following shall apply. For each year during the Term of the Agreement, ES&S shall provide the Customer with an annual BOD ballot volume of 7,500 ballots. Customer may carryover from year to year the difference between the number of BOD ballots printed and the then current annual BOD ballot minimum which will include the annual BOD ballot volume of 7,500 and any prior year carryover BOD ballots which were not printed in the prior year. The Annual BOD Ballot Minimum will be calculated on January 1 of each year during the Term. For the avoidance of doubt, the following example is included for illustration purposes only: Customer shall have a BOD ballot minimum in 2016 of 7,500 ballots. If Customer only prints 6,000 BOD ballots in 2016, the Customer may carryover 1,500 BOD ballots to 2017 so the Annual Ballot Minimum for 2017 would be 9,000 ballots. If Customer prints 10,000 BOD ballots in 2017, Customer would be charged the processing fee as set forth herein for 1,000 ballots in 2017. In 2018, the Customer would, once again, have an Annual Ballot Minimum of 7,500.

Note 6: ES&S will provide a credit on account in the amount of \$16,500.00 for the trade-in of sixty (60) AutoMARK terminals. Credit is to be applied against the purchase of future ES&S services and supplies during the term of this Agreement.

Note 7: The pricing for the Ballot on Demand Printer will not exceed \$2,675.00 between the Effective Date and April 14, 2018.

Note 8: ES&S will be providing the Customer with 50 BOD printers during the initial delivery of the ES&S Equipment with the remaining 50 BOD printers to be provided at a later date as mutually agreed upon by the parties. Customer shall notify ES&S, in writing, no later than April 14, 2020 if it will take delivery of the remaining 50 BOD printers. In the event the Customer makes the decision to not take delivery of the remaining 50 BOD printers by April 14, 2020, ES&S will provide the Customer with a credit for the 50 BOD printers which may be used towards the purchase of future ES&S products and/or services. The total credit for services associated with the 50 BOD printers is \$5,000.00

**Schedule B-1
Payment Schedule**

Hardware Maintenance and Support, Software Licenses, Services, and Supplies:

Year	License & Maintenance Fees	Services	Supplies	Total
2016	\$56,790.88	\$148,687.92	\$21,007.00	\$226,485.80
2017	\$323,937.06	\$122,447.32	\$1,743.68	\$448,128.06
2018	\$338,813.42	\$281,615.66	\$4,762.44	\$625,191.52
2019	\$350,434.45	\$140,099.57	\$4,333.15	\$494,867.17
2020	\$362,452.86	\$300,295.99	\$4,541.37	\$667,290.22
2021	\$374,872.51	\$148,706.03	\$3,143.18	\$526,721.72
2022	\$387,723.16	\$320,315.12	\$4,983.39	\$713,021.67
2023	\$401,033.94	\$157,926.08	\$4,503.17	\$563,463.19
	\$2,596,058.28	\$1,620,093.69	\$49,017.38	\$4,265,169.35

Payment Detail	Total	BOE	Customer
July 15, 2016	\$226,485.80	\$169,864.35	\$56,621.45
January 15, 2017	\$216,737.64	\$162,553.22	\$54,184.42
July 15, 2017	\$231,390.42	\$173,418.75	\$57,971.67
January 15, 2018	\$312,595.77	\$234,322.76	\$78,273.01
July 15, 2018	\$312,595.75	\$234,322.75	\$78,273.00
January 15, 2019	\$247,433.59	\$185,451.13	\$61,982.46
July 15, 2019	\$247,433.58	\$185,451.12	\$61,982.46
January 15, 2020	\$333,645.11	\$250,109.77	\$83,535.34
July 15, 2020	\$333,645.11	\$250,109.77	\$83,535.34
January 15, 2021	\$263,360.87	\$197,396.59	\$65,964.28
July 15, 2021	\$263,360.85	\$197,396.57	\$65,964.28
January 15, 2022	\$356,510.84	\$267,259.06	\$89,251.78
July 15, 2022	\$356,510.83	\$267,259.06	\$89,251.77
January 15, 2023	\$281,731.60	\$211,174.64	\$70,556.96
July 15, 2023	\$281,731.59	\$211,174.63	\$70,556.96
Total of All Payments	\$4,265,169.35	\$3,197,264.17	\$1,067,905.18

Payments shall be sent via wire transfer to the following account:

Bank of America, Chicago, IL

ABA Routing Number: 071000039

Account Number: 5800923558

Account Name: Election Systems & Software, LLC

Equipment Lease Payment Table:

Payment Number	Payment Date			Total Payment	Option to Purchase Price
	Month	Date	Year		
1	July	15	2016	\$627,568.63	
2	January	15	2017	\$313,784.31	
3	July	15	2017	\$313,784.32	
4	January	15	2018	\$313,784.31	
5	July	15	2018	\$313,784.32	
6	January	15	2019	\$313,784.31	
7	July	15	2019	\$313,784.32	
8	January	15	2020	\$313,784.31	
9	July	15	2020	\$313,784.32	
10	January	15	2021	\$313,784.31	
11	July	15	2021	\$313,784.32	
12	January	15	2022	\$313,784.31	
13	July	15	2022	\$313,784.32	
14	January	15	2023	\$313,784.31	
15	July	15	2023	\$313,784.32	
Total of Regularly Scheduled Payments				\$5,020,549.04	
16	January	15	2024		\$1.00

Lease Term: upon the issuance of purchase order by the Rhode Island Division of Purchases through May 31, 2024.

Equipment Lease Payments shall be sent via wire transfer to the following account:

Payee: Nationwide Capital, LLC
Bank Name: First National Bank of Omaha
Routing: 104000016
Account: 110431268

Note 1: As per Exhibit B, Customer is leasing with the option to purchase 100 BOD printers, BOD compact cases, and BOD laptops from ES&S during the Lease Term as set forth above. Customer shall take delivery of 50 BOD printers, BOD compact printers, and BOD laptops during the initial delivery of the Equipment as set forth herein and the remaining 50 BOD printers, BOD compact cases, and BOD laptops shall be provided at a later date as mutually agreed upon by the parties. Customer shall notify ES&S, in writing, no later than December 31, 2019 if it will take delivery of the remaining 50 BOD printers, BOD compact cases, and BOD laptops. In the event the Customer makes the decision to not take delivery of the remaining 50 BOD printers, BOD compact cases, and BOD laptops by December 31, 2019, ES&S will provide the Customer with a credit for the 50 BOD printers, BOD compact cases, and BOD laptops which may be used towards the purchase of future products and/or services under this Agreement. Total credit for the 50 BOD printers, BOD compact cases, and BOD laptops will be as follows:

Payment Number	Decision Made Prior To Receipt of the Following Scheduled Payments			Credit Amount
	Month	Date	Year	
1	July	15	2016	\$0.00
2	January	15	2017	\$44,505.50
3	July	15	2017	\$66,758.25
4	January	15	2018	\$89,011.00
5	July	15	2018	\$111,263.75
6	January	15	2019	\$133,516.50
7	July	15	2019	\$155,769.25
8	January	15	2020	\$178,022.00

In the event the Customer makes the decision to not take delivery of the remaining 50 BOD printers, BOD compact cases, and BOD laptops by April 14, 2020, in addition to the credit set out in the previous table, Customer's future payments will be reduced by a pro rata amount to account for the cost of the BOD printers, BOD compact cases, and BOD laptops.

**EXHIBIT C
ES&S EQUIPMENT DESCRIPTION AND QUANTITIES**

QUANTITY	DESCRIPTION
	Tabulation Hardware
	Model DS200 Precinct Scanner:
590	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)
590	DS200 Wireless Modem-Verizon (Price does not include data transmission fees)
990	Tote Bin
	Model DS850 High Speed Digital Image Scanner:
2	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)
2	DS850 Annual License Fee
	Ballot On Demand System
100	Compact Printer with Firmware
100	Compact Printer Case
100	Laptop Computer

**EXHIBIT D
ES&S SOFTWARE DESCRIPTION AND PRICING**

DESCRIPTION	NUMBER OF LICENSES
Election Management System licensed pursuant to Section 2.2(a) of the General Terms (check modules being licensed):	
ElectionWare PYO Software	1
ES&S Firmware (see Note 1 below)	1

Note 1: ES&S Firmware versions may change between execution of the Agreement and first election usage due to ongoing certification of Updates.

**EXHIBIT E
THIRD PARTY ITEMS**

DESCRIPTION	QUANTITY
DATA COMMUNICATION SERVER	
DELL POWEREDGE T430	2
· PowerEdge T430 Server, No TPM	
· Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration	
· PowerEdge T430 Shipping	
· Intel® Xeon® E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s QPI, Turbo, HT, 6C/12T (85W) Max Mem 1866MHz	
· 1 CPU Standard	
· 2133MT/s RDIMMs	
· (2) 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width	
· RAID 1+RAID 1 for H330/H730/H730P (2 + 2 HDDs or SSDs)	
· PERC H730 RAID Controller, 1GB NV Cache	
· (4) 1TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive	
· On-Board Broadcom 5720 Dual Port 1Gb LOM	
· iDRAC8, Basic	
· DVD+/-RW, SATA, Internal	
· Casters for PowerEdge Tower Chassis	
· Power Saving Dell Active Power Controller	
· Dual, Hot-plug, Redundant Power Supply (1+1), 750W	
· (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	
· Keyboard and Optical Mouse, USB, Black, English	
· Windows Server®; 2012R2, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL	
· Windows Server®; 2012R2, STD Ed, Media Kit w/Factory Inst ENT DGRD Images	
· 5-pack of Windows®; Server 2012 Device CALs (Standard or Datacenter)	
· 5 Year ProSupport and NBD On-site Service Dell Proactive Systems Management – Declined	
MICROSOFT EXTERNAL CONNECTOR LICENSE	1
(Data Comm Server)	
DELL E2215HV 22" WIDE LED LCD VGA MONITOR	1
SYMANTEC ENDPOINT PROTECTION 12.1.4	2
UNINTERRUPTABLE POWER SUPPLY (UPS)	1
BATTERY BACKUP, 1500 VA (Servers)	
CERBERUS FTP PRO 6.0.7.1 (DS200 Modeming)	2

DESCRIPTION	QUANTITY
EMS FILE SERVER	
DELL POWEREDGE T630 (EMS File Server)	2
· PowerEdge T630 Server	
· PowerEdge T630 Motherboard	
· ProSupport: Next Business Day Onsite Service After Problem Diagnosis,5 Year	
· ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	
· Dell Hardware Limited Warranty Plus On Site Service	
· Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355	
· PowerEdge T630 Shipping	
· iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	
· OpenManage Essentials, Server Configuration Management	
· Chassis with up to 18, 3.5" Hard Drives, Tower Configuration	
· RAID 1+RAID 5 for H330/H730/H730P (2 + 3-30 HDDs or SSDs)	
· PERC H730 RAID Controller, 1GB NV Cache	
· Intel Xeon E5-2603 v3 1.6GHz,15M Cache,6.40GT/s QPI,No Turbo,No HT,6C/6T (85W) Max Mem 1600MHz	
· Upgrade to Two Intel Xeon E5-2603 v3 1.6GHz,15M Cache,6.40GT/s QPI,No Turbo,No HT,6C/6T (85W)	
· 8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width	
· Performance Optimized	
· 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR,13G	
· Electronic System Documentation and OpenManage DVD Kit, PowerEdge T630	
· DVD-ROM, SATA, Internal	
· Dual, Hot-plug, Redundant Power Supply (1+1), 750W	
· NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	
· Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs	
· Windows Server 2012R2 Standard, Media, FI Standard Ed Downgrade image, Eng	
· 5-pack of Windows Server 2012 User CALs (Standard or Datacenter)	
· 105W Heatsink for PowerEdge T630	
DELL E2215HV 22" WIDE LED LCD VGA MONITOR 3YR	1
DELL STANDARD MS111 USB OPTICAL MOUSE	1
DELL STANDARD KEYBOARD	1
UNITTERUPTABLE POWER SUPPLY (UPS)	1
BATTER BACKUP, 1500 VA (Servers)	
CERBERUS FTP PRO 6.0.7.1 (DS850 Networking)	2

DESCRIPTION	QUANTITY
SYMANTEC ENDPOINT PROTECTION	2
BUSINESS EDITION 2013 (Version 12.1.4, 64-bit)	
MICROSOFT DEVICE CAL	10
(Device Connector Licenses for PC connection to EMS Server)	
EMS WORKSTATIONS	
DELL OPTIPLEX 7020 (Desktop)	10
· OptiPlex 7020 MT BTX	
· 8GB (2x4G) 1600MHz DDR3 Memory	
· US English (QWERTY) Dell KB212-B QuietKey USB Keyboard	
· AMD Radeon R5 240, 1GB, Full Height	
· No Wireless	
· 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	
· Windows 7 Professional English/French 64bit	
(Includes Windows 8.1 Pro license)	
· OptiPlex 7020 Minitower Chassis with Standard Power Supply	
· Dell USB Optical Mouse MS111	
· 16X Half Height DVD+/-RW Drive	
· Internal Dell Business Audio Speaker	
· System Power Cord (Philippine/TH/US)	
· Windows 8.1 DVD OS Recovery(English)	
· Dell Backup and Recovery Basic	
· Desktop BTO Standard shipment	
· Not Selected in this Configuration	
· Safety/Environment and Regulatory Guide (English/French/Dutch)	
· Dell Limited Hardware Warranty Plus Service	
· ProSupport Plus: Accidental Damage Service, 5 Years	
· ProSupport Plus: Keep Your Hard Drive, 5 Years	
· ProSupport Plus: Next Business Day Onsite 5 Years	
· ProSupport Plus: 7x24 Technical Support, 5 Years	
· TPM Enabled	
· Intel Core I5-4590	
(Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600)	
· No DDPE Encryption Software	
· Chassis Intrusion Switch	
· Minitower Chassis Mainstream Heatsink (95watts)	
· Dell Adapter - DisplayPort to HDMI	
· P2213 LCD MONITOR	
UNITTERUPTABLE POWER SUPPLY (UPS)	10

DESCRIPTION	QUANTITY
BATTER BACKUP, 750 VA (Workstations)	
WS_FTP PRO IPSWITCH 12.4	1
SYMANTEC ENDPOINT PROTECTION BUSINESS EDITION	10
ADOBE ACROBAT STANDARD XI	10
TOOLBOX WORKSTATION	
DELL OPTIPLEX 7020 (Desktop)	1
· OptiPlex 7020 MT BTX	
· 8GB (2x4G) 1600MHz DDR3 Memory	
· US English (QWERTY) Dell KB212-B QuietKey USB Keyboard	
· AMD Radeon R5 240, 1GB, Full Height	
· No Wireless	
· 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	
· Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	
· OptiPlex 7020 Minitower Chassis with Standard Power Supply	
· Dell USB Optical Mouse MS111	
· 16X Half Height DVD+/-RW Drive	
· Internal Dell Business Audio Speaker	
· System Power Cord (Philipine/TH/US)	
· Windows 8.1 DVD OS Recovery(English)	
· Dell Backup and Recovery Basic	
· Desktop BTO Standard shipment	
· Not Selected in this Configuration	
· Safety/Environment and Regulatory Guide (English/French/Dutch)	
· Dell Limited Hardware Warranty Plus Service	
· ProSupport Plus: Accidental Damage Service, 5 Years	
· ProSupport Plus: Keep Your Hard Drive, 5 Years	
· ProSupport Plus: Next Business Day Onsite 5 Years	
· ProSupport Plus: 7x24 Technical Support, 5 Years	
· TPM Enabled	
· Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600)	
· No DDPE Encryption Software	
· Chassis Intrusion Switch	
· Minitower Chassis Mainstream Heatsink (95watts)	
· Dell Adapter - DisplayPort to HDMI	
· P2213 LCD MONITOR	
ADOBE ACROBAT STANDARD XI	1

DESCRIPTION	QUANTITY
MICROSOFT EXCEL 2013	1
MICELLANEOUS COMPONENTS	
CISCO ASA 5512 FIREWALL	1
D-LINK GIGABIT NETWORK SWITCH, 16 PORT	1
OKI B721DN LED DIGITAL LASER DUPLEX PRINTER	1
OKI B721DN BLACK TONER – 25,000 PAGES	1

Note 1:

The configuration and specification of Third Party Items as per this Exhibit E are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

**EXHIBIT F
ELECTION SUPPORT SERVICES**

1. **Covered Elections.** The services described herein shall be provided only for the following elections (the "Elections"):

**Regularly scheduled elections during the Term
(Not including any run off or special statewide elections)**

2. **Services.** The election support services to be provided by ES&S, a description of such services are described below. Customer acknowledges that ES&S' fees for election support services are based on the Elections set forth above, and the descriptions listed in the table below, and that a change in the Elections or descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S' provision of Election Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Election Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or four hour portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Election Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Description of Services	Primary Responsibility
Project Management	<p>A project manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S Services. This person shall be the liaison for Customer with ES&S as it pertains to all products, services and obligations set forth in the contract including:</p> <p>General Duties:</p> <ul style="list-style-type: none"> • Work under the general supervision of the Board of Elections and the Department of State Election's Division. <p>Board of Elections:</p> <ul style="list-style-type: none"> • Coordinate the preparation and support all elections requested by the state, but not limited to coding of the media, preparing test decks, testing voting equipment, preparing equipment for delivery, assisting in maintaining inventory of election supplies, and recounts. • Supervise the technicians assigned by ES&S to maintain the voting equipment and the network. • Supervise the temporary staff in coding of test ballots and testing of the voting equipment for logic and accuracy • Supervise and train the Election Day technicians of their duties and responsibilities in supporting the Customer/BOE at the precincts on Election Day. • Report to the Director of Elections results of the testing of all voting equipment, confirming that all equipment is recording and tallying votes correctly • Assist the Customer/BOE staff in compiling statistical data, producing reports from the network and creating documents for distribution. • Assist the Customer/BOE at demonstrations of the voting equipment and seminars, and to conduct training of the network 	ES&S

Role/Function	Description of Services	Primary Responsibility
	<p>system to local boards of canvassers.</p> <ul style="list-style-type: none"> • In addition to the regular duties, the ES&S Project Manager will perform other related election duties as may be assigned by the Director of Elections. <p>Department of State Elections Division:</p> <ul style="list-style-type: none"> • Provide "sample ballots" comparable to the official ballot for all Title 17 elections. • Enter all data necessary for the creation of all elections during the time period of this contract, including, but not limited to, candidates' names, office being sought, vote for, term of office, and political party. • Provide master list of all candidates and offices being sought for each election. • Provide master list of ballot styles identifying precincts (and precinct combinations if any) for each election by city and town. • Provide copies of each ballot style for proofing and editing. • Provide final copies to printer including PDF file and hard copy of each ballot style for each official ballot and each sample ballot. • Prepare ballot and coding for all school elections and civic events during the period of the contract. • Provide listing and written instructions detailing where all previous election files are electronically stored on the system. • Create backup disks of all PDF's of ballots for each of the stored elections currently in ES&S' possession. • Create backup of all RI elections currently stored within the ES&S ballot generation application. • Create a backup of all RI elections currently stored within the ES&S coding application. • Train members of the Election staff on creating a basic referendum election with one ballot style. Teach both entering question from scratch and copying and pasting the question from a text file. This training also includes burning the necessary cartridges. • Train members of the Election staff on creating a special election ballot with more than one ballot style. This training also includes burning the necessary cartridges. • Train members of the Election staff on creating a statewide election using the data from a previous election. This training also includes burning the necessary media. <p><u>Other</u></p> <ul style="list-style-type: none"> • ES&S will make available any and all technicians and staff provided by ES&S who may be called to testify on the preparation and conduct of the election during hearing proceedings. <p><u>Equipment Set-up</u></p> <ul style="list-style-type: none"> • In conjunction with the State Board of Elections, will assign digital scan units to each polling place and ES&S will record appropriate inventory and other related unit information on forms prescribed by the State Board of Elections. • In conjunction with the State Board of Elections, shall seal digital scan units and record any necessary unit number on forms prescribed by State Board of Elections. • In conjunction with State Board of Elections, will package all keys and record any necessary unit number on forms and/or envelopes 	<p>ES&S</p>

Role/Function	Description of Services	Primary Responsibility
	<p>prescribed by State Board of Elections.</p> <ul style="list-style-type: none"> • Customer shall be responsible for the delivery of the precinct count unit to each polling place. • Customer will be responsible for all postage, communications, and supplies not specifically listed in Exhibit C. <p><u>Delivery of Supplies</u></p> <ul style="list-style-type: none"> • Customer shall deliver the transfer cases to the respective polling place during the same time as the digital scan units are delivered within the respective city/town. <p><u>Return, Storage and Maintenance</u></p> <ul style="list-style-type: none"> • For all elections, Customer shall pick up each digital scan precinct unit from the respective polling places and return them to the storage facility which shall be designated by the State Board of Elections. • For all elections, Customer shall retrieve any equipment related supplies from the respective polling places and return them to the storage facility designated by the State Board of Elections. • For all elections, Customer shall retrieve ballot transfer cases from the respective polling places and return them to the storage facility designated by the State Board of Elections according to rules and regulations set forth by the State Board of Elections. • All units shall be stored, prepared and tested at a location designated by the State Board of Elections. ES&S will have unlimited access to the storage area of this facility. • ES&S shall be responsible for the pre-election preparation of the digital scan equipment and AutoMARK Voter Assist Terminal. 	<p>ES&S</p> <p>ES&S</p> <p>ES&S</p> <p>Customer/BOE</p> <p>Customer/BOE</p>
ES&S Network Maintenance	<p>ES&S will be responsible for contracting with third party and using other ES&S Technical Personnel to support and maintain the State's network for the statewide elections only as the State's network is only used during Statewide elections. The cost of any parts necessary to maintain the network will be the responsibility of the State Board of Elections.</p>	<p>ES&S & Customer & BOE</p>

Role/Function	Description of Services	Primary Responsibility
Election Day Support	<p>ES&S will oversee temporary sub-contractors hired and paid for by the State Board of Elections that will provide assistance with election day set-up and support including.</p> <ul style="list-style-type: none"> • Technicians shall report to their assigned locations one (1) hour before the opening of polls and shall be on duty in the field throughout the day and until all of the polling places under the supervision shall have reported in to their respective regional sites. The Rhode Island State Board of Elections or his designee shall assign technicians to their respective locations. • Ensuring the technicians will be trained to attempt to resolve problem calls by telephone and if problem cannot be resolved by directions given telephonically, then technician will immediately visit the site and bring all anticipated repair parts and replacement equipment based on the original nature of the call. • Ensuring the technicians shall be responsible for completing all necessary repair logs and reports of Election Day activities as mandated by the State Board of Elections. • At the close of the polls, technicians will report to the central and various regional sites to which they were assigned as determined by the State Board of Elections in conjunction with ES&S. Technicians shall remain at their post until the completion of the transmission of all results to and from the central site. 	ES&S
Equipment Installation	ES&S will unbox, assemble, and inspect the ES&S Equipment at the Customer's delivery location to ensure the Equipment is installed and operating properly and in accordance with the criterion on Exhibit H.	ES&S
AutoMARK Backup Battery Installation	ES&S will install a backup battery during performance of Routine Maintenance Services on the AutoMARK Terminal.	ES&S
AutoMARK Firmware Upgrade	ES&S will install a firmware upgrade during performance of Routine Maintenance Services on the AutoMARK Terminal.	ES&S
Hardware Maintenance	ES&S will perform one (1) On-Site Routine Maintenance event every twenty-four (24) months that includes cleaning, lubrication and calibration services on a quantity equal to 2 DS850 Scanners, 590 DS200 Scanners, and 590 AutoMARK Voter Assist Terminals.	ES&S
Software Maintenance	ES&S shall provide maintenance and support services for the ES&S Software to enable it to perform in accordance with its Documentation in all material respects.	ES&S

[END OF EXHIBIT F]

**EXHIBIT G
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)**

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Exhibit G shall be in effect upon expiration of the Warranty Period through the end of the Term (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit G shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit G terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit G, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Exhibit G, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Exhibit B for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Maintenance Term are due on the date of the expiration of the Warranty Period. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit G or the Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit G through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

**ARTICLE II
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit G for the ES&S equipment set forth on Exhibit B (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their

Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each Twenty four (24) months during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Exhibit B and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Exhibit B as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notify ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Exhibit B.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are

being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective twelve (12) month period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective twelve (12) month period with such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE

1. **Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the

license terms set forth in Article 2 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Exhibit B.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S shall continue to provide Updates in accordance with the terms of Article 2, Section 2.6 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit G. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License and Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge of Five Thousand Dollars and No Cents (\$5,000.00), which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**EXHIBIT H
ES&S EQUIPMENT INSTALLATION**

DS200

Date: _____ **Machine SN:** _____ **Certified Firmware:** _____

Visual Inspection:

- Ensure that there are no scratches or gouges on any part of the unit
- Verify that all labels are placed in their appropriate place and in their correct orientation
- Ensure the Printer paper roll is installed in the Printer.

Physical Inspection:

- Apply AC to Wall Power Adapter. Connect Wall Power Adapter to the back of the unit and press the "POWER" button.
- Observe the rear LED, located next to the Wall Power Adapter Cord Connector, if the LED is amber and blinking slowly this indicates that the Battery Pack is charging. If the LED is a solid green, the Battery Pack is completely charged.
 - o Verify AC Plug Icon is present and does not have an "X" located in upper right corner of the screen.
- Enter the Touch Screen Calibration by pressing the "Close Polls" button for two seconds when prompted to do so at the Startup screen.
 - o Touch the two circles (one in the Upper Left Corner and one in the Lower Right Corner of the screen) and then touch the "Save & Exit" button.
- Verify the **DS200 Firmware Version** is _____; **PMB** is _____; **Scanner** is _____ on Startup Printout.
- Insert the 512MB Flash Drive containing the BMW Demo Election in USB port B.
 - o When the unit recognizes the 512MB Flash Drive w/ Demo Election, the Election Icon will go from having an "X" to a green ✓ mark on it.
- Check the date and time on the top portion of the display to ensure the date and time is correct.
 - o If a change is needed, press the lower right arrow on the display screen then press the "go to admin button" and on the next screen enter the password.
 - o Go to "systems settings", "date and time" and then press date or time and a keyboard will come up so you can make changes. Press the "enter key". You will go back to the original screen where you will press previous and here you will "accept new time."
- Press the "OPEN POLLS" button on the screen to scan the BMW Demo Ballots.
- Ensure that the test ballots scan in all four orientations.
- Insert the 2 Demo Ballots to check the Multi-Sheet Sensor. Two sheets should be rejected.
- Press and hold the "CLOSE POLLS" button for two seconds to close the polls.
- Verify that the Precinct Report Printout should read 4 ballots cast.
- Disconnect the Wall Power Adapter cord from unit.
 - o Unit should continue to operate, and the X should appear over the AC icon.
- Re-connect Wall Power Supply cord

- The X should disappear from the AC icon.
- Check Modem Operation. (If Unit is equipped with a Modem)
- Power down the unit by touching the "Shutdown" button on the Touch Screen.
- Verify that the Display switch operates correctly by completing the following:
 - With the Wall Power Adapter still connected to the unit, lower the Display to the closed position.
 - Raise the Display back to the opened position.
 - The unit should power back up.

Note: The Display switch will not operate if the Wall Power Supply cord has been removed.

- Verify all Locks and Doors have a smooth function and are locked.

ES&S EQUIPMENT INSTALLATION

DS850

Date: _____ **Machine SN:** _____ **Location:** _____

Visual Inspection:

- Insure that there are no scratches, or gouges on any part of the unit
- Labels in correct location and orientation
- Printer paper roll installed

Physical Inspection:

- Power up on D/C
- Firmware Version** _____ **Power Management** _____ **Scanner** _____
- Rear LED and Power Icon check when A/C applied
- Display switch operation
- Date and time
- Touch Screen Calibration
- Election Icon
- OPEN POLLS
- Ballots scan in all four orientations (DAC and All-Fill)
- Multi-Sheet Sensor.
- CLOSE POLLS
- Precinct Report Printout, verify results
- Power down by Shutdown button on screen
- Locks and Doors have a smooth function and are locked.

Inspector: _____

**EXHIBIT H
ES&S EQUIPMENT INSTALLATION**

CERTIFICATE OF COMPLETED ES&S EQUIPMENT INSTALLATION

The undersigned do hereby certify that the ES&S Equipment listed below have been installed under the criteria specified in the Agreement. Serial Numbers of respective Equipment are attached.

DS200 Units	DS850 Units
<u>Units Delivered</u>	<u>Units Delivered</u>
<u>Units Installed</u>	<u>Units Installed</u>

Firmware Version: _____

Customer: _____

Representative: _____
(Printed Name & Title)

(Signature)

ES&S
Representative: _____
(Printed Name)

(Signature)

Date: ____/____/____

[END OF EXHIBIT H]

EXHIBIT I
CUSTOMER GENERAL CONDITIONS

GENERAL CONDITIONS OF PURCHASE

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.

• **a.** Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been

satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the State in accordance with other provisions stated herein.

• **d.** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- **a.** The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of contract.

- b.** The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c.** Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

- **a.** Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b.** The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no

way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. Rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

• Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.

h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

• a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) "Competitive Sealed Bidding".

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- **a.** Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.

- b.** All standards are minimum standards except as otherwise provided for in the Request or Contract.

- c.** Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

- d.** All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- **a.** Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

- b.** Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

- c.** Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d.** When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special

requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being non-responsive..
- b. No partial shipments will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.
- d. Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from

demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance -
 - 1) Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

- Completed Operations
- Personal Injury (with employee exclusion deleted)
- **b. Automobile Liability Insurance -**
- Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- **c. Workers' Compensation Insurance -**
- Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- **a. Corporation:** The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- b. Firm or Partnership:** The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual:** The Bond must be signed by the individual owning the business and indicate "Owner."
- d.** The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e.** The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f.** Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g.** A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor,

of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- **a.** Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

- b.** A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

- c.** If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. INDEMNITY - The contractor guarantees:

- **a.** To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b.** To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

- c.** That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- **a.** To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

- b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;
- d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;
- e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and
- f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

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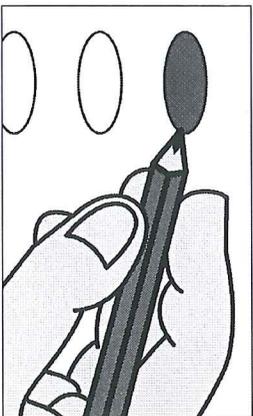
(14) OCT 11 2011

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS



Instructions

Making Selections



Fill in the oval to the left of the name of your choice. You must blacken the oval completely, and do not make any marks outside of the oval. You do not have to vote in every race.

Do not cross out or erase, or your vote may not count. If you make a mistake or a stray mark, ask for a new ballot from the poll workers.

BEST AUTOMOBILE MANUFACTURER
Vote for One

BMW

MERCEDES

GENERAL MOTORS

HONDA

JAGUAR

FORD

Write-in

BEST ICE-CREAM FLAVOR
Vote for One

CHOCOLATE

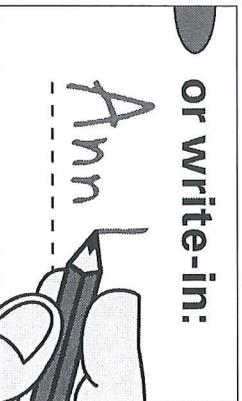
STRAWBERRY

VANILLA

Write-in

Optional write-in

or write-in:



To add a candidate, fill in the oval to the left of "or write-in" and print the name clearly on the dotted line.

BEST VOCAL ARTIST
Vote for no more than Two

FRANK SINATRA

ELVIS

BUDDY HOLLY

BARRY WHITE

STEVIE RAY VAUGHAN

Write-in

Write-in

Please Vote Both Side



PROPOSITIONS

PROPOSITION 1

Are you in favor of a three day weekend?

- Yes
- No

PROPOSITION 2

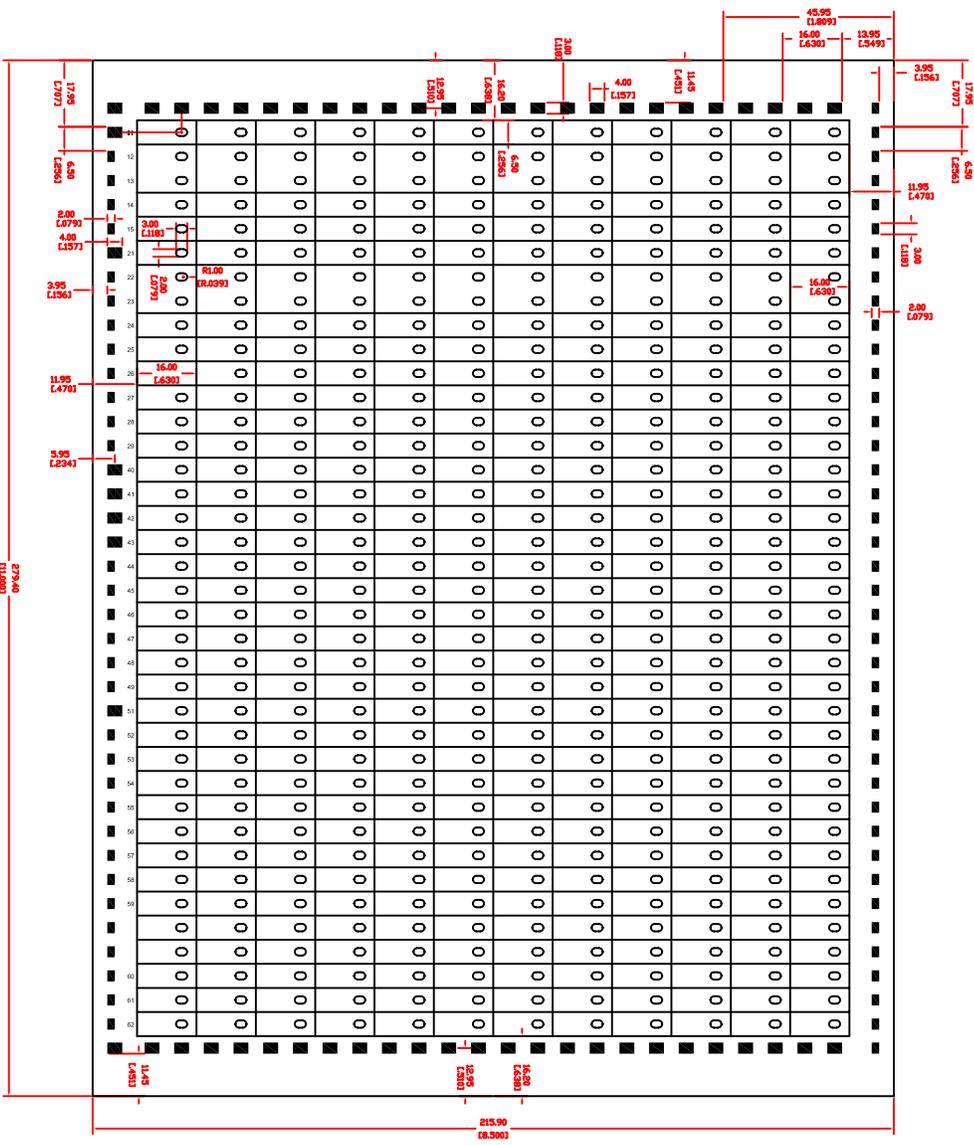
Should pay increase be issued every six months rather than yearly?

- Yes
- No

Thank you for voting!
Please turn in
your finished ballot

8 7 6 5 4 3 2 1

DATE	BY	DESCRIPTION	DATE	APPROVED
7/9/14	B	CENTER THE ARTWORK ON BALLOT		



ES&S

Landscape 11 in./38 Row

Dec. 21, 2006

DATE	PROJECT NO.	DWG NO.	SCALE

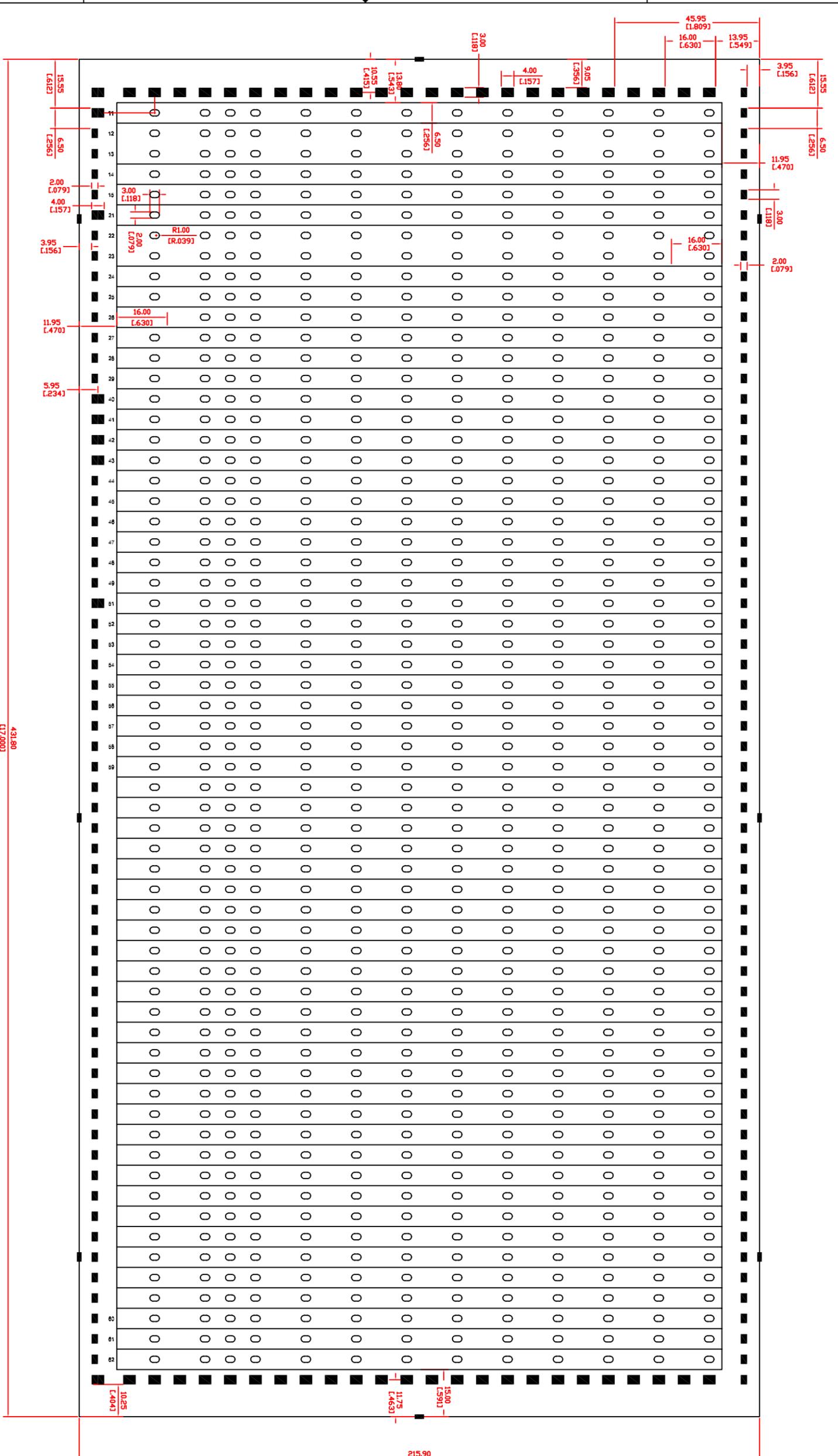
8 7 6 5 4 3 2 1

A B C D

A B C D

8 7 6 5 4 3 2 1

ZONE	REV	DESCRIPTION	DATE	APPROVED



8 7 6 5 4 3 2 1

ES&S

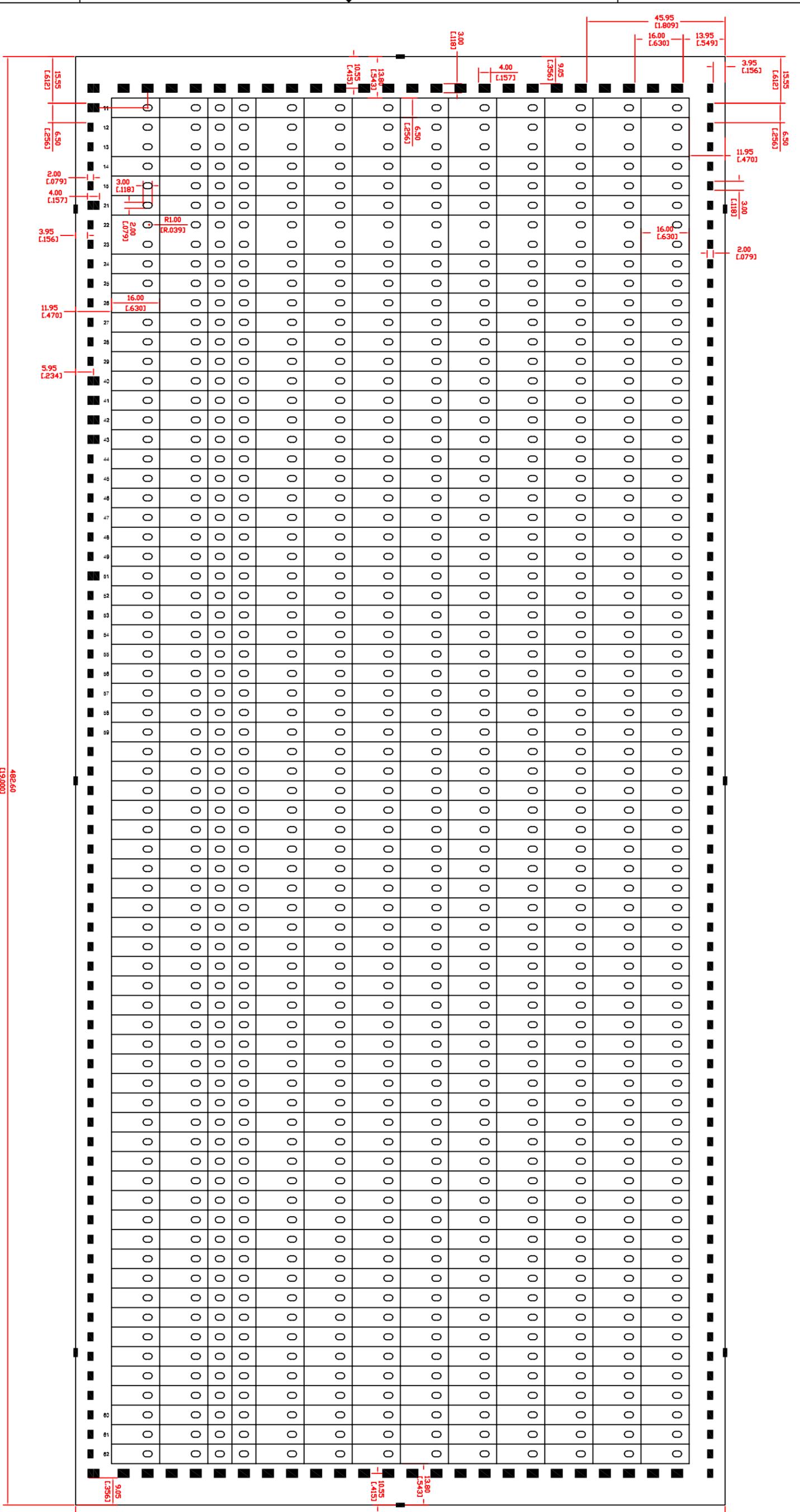
Landscape 17 in./62 Row

Dec. 21, 2006

SCALE	SIZE	PROJ. NO.	DWG. NO.	SHEET	REV.

8 7 6 5 4 3 2 1

REVISIONS		DATE	APPROVED
ZONE	REV	DESCRIPTION	



A B C D

8 7 6 5 4 3 2 1

ESS & S

Landscape 19 in./70 Row

June 30, 2006

SCALE	SIZE	PSCH. NO.	DWG. NO.	SHEET

*** CONFIGURATION REPORT ***

1:58 PM October 23, 2015

Unit Serial Number: 0107392322

VOTING DEVICE INFORMATION

HARDWARE CONFIGURATION

Current Time Date:

1:58 PM October 23, 2015

Time Zone: America/Chicago

Diverter Status: Not Detected

Touch Screen: OK

Power Source: AC

Battery Charge: 100%

Modem Status: Not Detected

Universal Voting Console: Not Detected

Scanner Board: WM8195

Motherboard: EPIA-EK

Installed RAM: 1GB

STORAGE

Available System Log Storage: 65 MB

Available Ballot Storage: 212 MB

Available Backup Storage: 0 MB

All data paths and memory locations OK

FIRMWARE

Scanner Firmware: 3.1.0.0

Power Management Firmware: 1.2.14.0

DS200 Firmware Version: 2.12.0.0

Protected Count: 1472

ELECTION QUALIFICATION INFORMATION

Election Name: BMW_5203

Election Date: 2015-10-23

Election Qualification Code: 959749cf

ELECTION LOADED

ELECTION STATUS

Poll Opened Date: October 23, 2015

Poll Opened Time: 1:38 PM

Poll Closed Date: No

Poll Closed Time: No

Poll Status: Open

Public Count: 0

ELECTION INFORMATION

Jurisdiction Name:

Electionware County

Election Description:

BMW_5203

Election Date: October 23, 2015

Poll Place ID/Name:

0001/Poll One

Election Type: GENERAL

Number of Precincts: 1

BALLOT INFORMATION

Ballots By: Precinct

Ballot Height: 14.0

Ballot Width: 8.5

Ballot Rows: 41

Ballot Columns: 24

Ballot Art Work: DSIM

Target Type: oval

ELECTION SETTINGS

Ability to Re-open: Yes

Number of Zero Tapes to Print: 8

Number of Result Tapes to Print: 8

Print Event Log on Close: Yes

Transmit Results on Close: No

Report Format: Public

Report Level: Precinct

Candidate Print Order:

Home Rotation Order

Single Double-Vote: No

Single Over-Vote: No

Combine Over and Under Votes: No

Save Ballot Images: All

Display Affected Contests: Yes

Allow Ballot Handling Override: No

Detect Unmarked Write-Ins: No

Require Authorization on Poll Close: No

Auto Print Ballot Status Accounting Report: Yes

Status Barcode: Disabled

EXCEPTION BALLOT SETTINGS

Blank Ballots: Query

Double-voted Ballots: Query

Over-voted Ballots: Query

Under-voted Ballots: Query

Unreadable Marks: Reject

Cross-over Ballots: Query

EXCEPTION CARD SECTION

Blank Cards: Accept

Under-voted Cards: Accept

DIVERTER SETTINGS

Diverter Installed: No

Identify Write-in Overvotes: No

Identify Blank Ballots: No

Identify Write-ins: No

END OF REPORT

ATTACHMENT H: DS200 ERRORS AND STATUS MESSAGES ON AUDIT REPORT

Please Chapter 11: System Messages of the DS200 System Operation Manuals, located in the System Operation Manuals binder, for DS200 errors and status messages.

EXPRESSVOTE 1.4.0.0
(78) 18/23/2015 15:17:18 VIEW OPERATION/SYSTEM LOG SCREEN ENTERED
(77) 18/23/2015 15:17:16 BATTERY CHARGED
(76) 18/23/2015 15:17:16 AUTOGUEST COUNTER: 0
(75) 18/23/2015 15:17:16 LIFE CYCLE COUNTER: 39
(74) 18/23/2015 15:17:15 MODE SWITCH: OFFICIAL
(73) 18/23/2015 15:17:09 CARD RETURNED
(72) 18/23/2015 15:17:01 RETURNED VOTE SUMMARY CARD TO VOTER
(71) 18/23/2015 15:16:59 ACTIVATION CARD MARKED
(70) 18/23/2015 15:16:52 LOADED BALLOT SELECTION
(69) 18/23/2015 15:16:52 BLANK ACTIVATION CARD INSERTED
(68) 18/23/2015 15:16:17 BATTERY CHARGED
(67) 18/23/2015 15:16:16 MODE SWITCH: VOTER
(66) 18/23/2015 15:16:16 AUTOGUEST COUNTER: 0
(65) 18/23/2015 15:16:16 LIFE CYCLE COUNTER: 38
(64) 18/23/2015 15:16:12 BATTERY CHARGED
(63) 18/23/2015 15:16:12 AUTOGUEST COUNTER: 0
(62) 18/23/2015 15:16:12 LIFE CYCLE COUNTER: 38
(61) 18/23/2015 15:16:12 MODE SWITCH: OFFICIAL
TOO LONG
(59) 18/23/2015 15:15:57 ERR: 70M CLEARING FRONT ENTRY OR PAPER
(58) 18/23/2015 15:15:41 CARD RETURNED
(57) 18/23/2015 15:15:37 RETURNED VOTE SUMMARY CARD TO VOTER
(56) 18/23/2015 15:15:36 ACTIVATION CARD MARKED
(55) 18/23/2015 15:15:09 LOADED BALLOT SELECTION
(54) 18/23/2015 15:15:09 BLANK ACTIVATION CARD INSERTED
(53) 18/23/2015 15:14:58 BATTERY CHARGED
(52) 18/23/2015 15:14:58 MODE SWITCH: VOTER
(51) 18/23/2015 15:14:35 VIEW OPERATION/SYSTEM LOG SCREEN ENTERED
(50) 18/23/2015 15:14:32 BATTERY STATUS SCREEN EXITED
(49) 18/23/2015 15:14:32 BATTERY STATUS SCREEN ENTERED
(48) 18/23/2015 15:14:48 AUTOGUEST COUNTER: 0
(47) 18/23/2015 15:14:48 LIFE CYCLE COUNTER: 37
(46) 18/23/2015 15:14:45 *** END OF REPORT ***
(45) 18/23/2015 15:14:45 ELECTION CARD LENGTH: 14 INCHES
(44) 18/23/2015 15:14:45 ELECTION DATE: 18/23/2015
(43) 18/23/2015 15:14:45 ELECTION NAME: BM_5283
(42) 18/23/2015 15:14:45 ELECTED STATE:
(41) 18/23/2015 15:14:44 EXPRESSVOTE FIRMWARE VER: 1.4.0.0
(40) 18/23/2015 15:14:44 FIRMWARE
(39) 18/23/2015 15:14:44 AVAILABLE DATA STORAGE: 62 MB
(38) 18/23/2015 15:14:44 TOTAL DR1R STORAGE: 95 MB
(37) 18/23/2015 15:14:44 STORAGE
(36) 18/23/2015 15:14:44 SCANNER CALIBRATION: CALIBRATED
(35) 18/23/2015 15:14:43 B2989 STRIUS: NOT CONNECTED
(34) 18/23/2015 15:14:43 BATTERY CHARGE: FULLY CHARGED
(33) 18/23/2015 15:14:43 POWER SOURCE: AC
(32) 18/23/2015 15:14:43 BATTERY: GOOD
(31) 18/23/2015 15:14:43 AVAILABLE RM: 191 MB
(30) 18/23/2015 15:14:43 TOTAL RM: 34 MB
(29) 18/23/2015 15:14:43 CURRENT TIME: 5:11:42 PM
(28) 18/23/2015 15:14:43 HARDWARE CONF: UNKNOWN
(27) 18/23/2015 15:14:43 VOTING DEVICE IMPROBATION
(26) 18/23/2015 15:14:42 UNIT SERIAL NUMBER: E19114559816
(25) 18/23/2015 15:14:42 *3:11:42 PM FRIDAY, OCTOBER 23, 2015
(24) 18/23/2015 15:14:42 *** SYSTEM READINESS REPORT ***
(23) 18/23/2015 15:14:42 MODULE 108 JUNGO 11.3.0
(22) 18/23/2015 15:14:42 MODULE 108 JUNGO 11.3.0
(21) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(20) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(19) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(18) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(17) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(16) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(15) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(14) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(13) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(12) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(11) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(10) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(9) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(8) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(7) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(6) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(5) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(4) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(3) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(2) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0
(1) 18/23/2015 15:14:42 MODULE 108 D1L 1.4.0.0

ATTACHMENT J: EXPRESSVOTE ERRORS AND STATUS MESSAGES ON AUDIT REPORT

Please Chapters 16 System Messages and Chapter 17: Log Entries of the ExpressVote System Operation Manuals, located in the System Operation Manuals binder, for ExpressVote errors and status messages.

13:55:25 10/23/2015 1004326
All data paths and memory locations OK
13:55:26 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:55:45 10/23/2015 1004128
Completed printing Configuration Report
13:55:52 10/23/2015 1004326
All data paths and memory locations OK
13:55:52 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:56:12 10/23/2015 1004128
Completed printing Configuration Report
13:56:19 10/23/2015 1004326
All data paths and memory locations OK
13:56:20 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:56:38 10/23/2015 1004128
Completed printing Configuration Report
13:56:58 10/23/2015 1004326
All data paths and memory locations OK
13:56:58 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:57:16 10/23/2015 1004128
Completed printing Configuration Report
13:57:24 10/23/2015 1004326
All data paths and memory locations OK
13:57:24 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:57:42 10/23/2015 1004128
Completed printing Configuration Report
13:57:49 10/23/2015 1004326
All data paths and memory locations OK
13:57:49 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:58:08 10/23/2015 1004128
Completed printing Configuration Report
13:58:19 10/23/2015 1004326
All data paths and memory locations OK
13:58:20 10/23/2015 1004143
Printing 1 copy of Configuration Report
13:58:38 10/23/2015 1004128
Completed printing Configuration Report
14:36:57 10/23/2015 6004121
Keys detected on poll media 0107392322
14:37:02 10/23/2015 1004152
Attempting to enter Voting Mode
14:37:02 10/23/2015 1004056
Entering voting mode
14:37:09 10/23/2015 1004115
Vote Session Started
14:37:17 10/23/2015 1004113
Voter Accepted Blank Ballot
14:37:20 10/23/2015 1004022
Voting session complete
14:37:22 10/23/2015 3013004
Ballot Jam. Please check the paper path.
14:37:25 10/23/2015 1004327
Entered poll worker instructions for ballot jam
14:38:06 10/23/2015 1004328
Ballot Jam cleared
14:38:15 10/23/2015 1004022
Voting session complete
14:38:47 10/23/2015 1004112
Voter Rejected Overvoted Ballot
14:38:59 10/23/2015 1004111
Voter Accepted Overvoted Ballot
14:39:00 10/23/2015 1004022
Voting session complete
14:39:27 10/23/2015 1004022
Voting session complete
14:39:59 10/23/2015 1004111
Voter Accepted Overvoted Ballot
14:40:00 10/23/2015 1004022
Voting session complete
14:44:28 10/23/2015 1004022
Voting session complete
14:44:39 10/23/2015 1004150
Attempting to Close Poll
14:44:48 10/23/2015 6004041
Close process complete.
14:44:49 10/23/2015 6004072
Collection process complete.
14:44:55 10/23/2015 1004013
Poll closed
14:44:56 10/23/2015 1004143
Printing 1 copy of Ballot Status Accounting Report
14:45:02 10/23/2015 1004128
Completed printing Ballot Status Accounting Report
14:45:03 10/23/2015 1004143

11

BMW_5203 Electionware County

21

BEST AUTOMOBILE MANUFACTURER

Vote for One

- BMW
- MERCEDES
- GENERAL MOTORS
- HONDA
- FERRARI
- JAGUAR
- FORD
- VOLVO
- Write-In

40

BEST VOCAL ARTIST

Vote for no more than Two

- 41
- 42
- 43
- FRANK SINATRA
 - ELVIS
 - PATSY CLINE
 - JANIS JOPLIN
 - BUDDY HOLLY
 - BARRY WHITE
 - BILLIE HOLIDAY
 - STEVIE RAY VAUGHAN
 - "MAMA" CASS ELLIOT
 - Write-In
 - Write-In
- 51

BEST ICE-CREAM FLAVOR

Vote for One

- CHOCOLATE
- STRAWBERRY
- VANILLA
- Write-In

PROPOSITION 1

Are you in favor of a three day weekend?

Yes No

PROPOSITION 2

Should pay increases be issued every six months rather than yearly?

Yes No

4.0 TEST FINDINGS AND RECOMMENDATIONS (Continued)

4.5 System Level Testing (Continued)

4.5.4 Usability and Accessibility Test

The EVS 5.2.0.0 Voting System was subjected to Usability and Accessibility Tests in accordance with Volume I, Section 3 of the EAC 2005 VVSG. The purpose of this testing was to assess the DS200 Hardware Version 1.3 and the ExpressVote conformance to the usability and accessibility requirements in the EAC 2005 VVSG.

All efforts should be made by the voting system to enable a quality interaction between the voter and voting system with a comfortable and efficient process providing confidence their votes are cast correctly. Additional requirements for task performance are independence and privacy: the voter should normally be able to complete the voting task without assistance from others and the voter selections should be private.

The Usability and Accessibility requirements set forth by the VVSG and the Help America Vote Act (HAVA) ensure that all eligible voters are provided the ability to vote without discrimination regardless of any disabilities. As stated in the VVSG, to meet the requirements of the Usability and Accessibility Test, the voting system shall: conform to the specified usability requirements of Volume I, Section 3.1; provide the capabilities required by Volume I, Section 3.2; and operate consistently with vendor specifications and documentation.

The requirements for physical, sensory, or cognitive disabilities shall be followed according to HAVA (a) (3) (B). Alternative languages shall be in accordance to HAVA (a) (4) and privacy mandated by HAVA (a) (1) (C). In addition, Common Industry Format (CIF) shall be used for testing purposes according to ANSI/INCITS 354-2001 and in accordance with the VVSG. To help meet this requirement, ES&S submitted a summative usability test report for the ExpressVote to NTS for review and is included in Appendix K of this report.

Summary Findings

During the Usability and Accessibility Test, there was one discrepancy recorded for the ExpressVote. Refer to Notice of Anomaly (NOA) No. 1 presented in Appendix F for further details. The test was repeated and the ExpressVote successfully met the requirements of the Usability and Accessibility Test. The DS200 Hardware Version 1.3 successfully met the requirements of the Usability and Accessibility Test.

4.5.5 Data Accuracy Test

Per the VVSG Vol. II Section 4.7.1.1, "As indicated in Volume I, Section 4, data accuracy is defined in terms of ballot position error rate." This rate applies to the voting functions and supporting equipment that capture, record, store, consolidate, and report the selections (or absence thereof) made by the voter for each ballot position. To meet the requirements of this test, the voting system must be subjected to the casting of a large number of ballots to verify vote recording accuracy, i.e. at least 1,549,703 ballot positions correctly read and recorded. An accuracy test was performed on the ExpressVote based on the new component being introduced into the system and NTS Huntsville determined the DS200 (versions 1.2, 1.2.3, 1.3) also required an accuracy test based on the hardware and software changes made to each of the components. Based on the evaluation of the software changes to the AutoMARK and DS850 NTS Huntsville determined these components were excluded from the accuracy test, however the DS850 was utilized for tabulation of the ExpressVote cards that were printed during the ExpressVote accuracy test. The tables below summarize the accuracy test breakdown for the DS200 and the ExpressVote.

Tables 4-7 and 4-8 show the breakdown of the ballots processed during the Accuracy Test.

4.0 TEST FINDINGS AND RECOMMENDATIONS (Continued)

4.5 System Level Testing (Continued)

4.5.5 Data Accuracy Test (Continued)

Table 4-7 EVS 5.2.0.0 Accuracy DS200

Ballot Size	No. of Ballots	No. Vendor Marked	No. Hand Marked	No. Ballot Positions per Ballot	No. of Machines in Test	X Voted=	Total Ballot Positions	Total Ballots
11 inch	100	30	70	392	3	2	235,200	600
14 inch	100	30	70	512	3	2	307,200	600
17 inch	100	30	70	640	3	2	384,000	600
19 inch	100	30	70	720	3	3	648,000	900
Total	400	120	280	N/A	N/A	9	1,574,400	2700

Table 4-8 EVS 5.2.0.0 Accuracy ExpressVote

Ballot Size	No. of Cards	No. of ExpressPass cards with activation bar codes per unit	No. of blank ExpressVote cards per unit	No. Ballot Positions per Ballot	No. of Machines in Test	Total Ballot Positions	Total Cards
11 inch	100	10	90	800	5	400,000	500
14 inch	100	10	90	800	5	400,000	500
17 inch	95	10	85	800	5	380,000	475
19 inch	95	10	85	800	5	380,000	475
Total	390	40	350	N/A	N/A	1,560,000	1950

Summary Findings

The EVS 5.2.0.0 Voting System successfully met the requirements of the Data Accuracy Test by scanning and processing at least 1,549,703 ballot positions.

(The remainder of this page intentionally left blank)

Detail Results

02/02/2010 16:13:20 BMW DEMO
BMW (English Only) DEMO
11/02/2010 11:14:18

First Ballot Date Time: 02/02/2010 16:11:51 Ballots Cast Total: 7
Last Ballot Date Time: 02/02/2010 16:12:08

Contest	Votes
BEST AUTOMOBILE MANUFACTURER	
(Vote For 1)	
BMW	1
MERCEDES	0
GENERAL MOTORS	1
HONDA	0
FERRARI	0
JAGUAR	1
FORD	0
VOLVO	1
Write-in	2
Over Votes	1
Under Votes	0
Total	7
BEST VOCAL ARTIST	
(Vote For 2)	
FRANK SINATRA	0
ELVIS	0
PATSY CLINE	1
JANIS JOPLIN	1
BUDDY HOLLY	0
BARRY WHITE	0
BILLIE HOLIDAY	0
STEVIE RAY VAUGHAN	2
"MAMA" CASS ELLIOT	0
Write-in	3
Write-in	4
Over Votes	0
Under Votes	3
Total	14
BEST ICE-CREAM FLAVOR	
(Vote For 1)	
CHOCOLATE	1
STRAWBERRY	2
VANILLA	1
Write-in	1
Over Votes	1
Under Votes	1
Total	7
PROPOSITION 1	

DS850 Results Report



*** SYSTEM READINESS REPORT ***
12:10:50 Tue Dec 21 2010
Unit Serial Number: 0304050607

VOTING DEVICE INFORMATION

HARDWARE CONFIGURATION

Current Time Date: 12:10:50 Tue Dec 21 2010
Time Zone: America/Chicago
Processor: : Intel(R) Core(TM)2 Duo CPU E6400 @ 2.13GHz
Total RAM: 4009 MB
Available RAM: 3041 MB
RAM Test Status: OK
Camera Interface: OK
Touch Screen: OK
Report Printer: OK
Battery: OK
Power Source: AC
Battery Charge: 100

STORAGE

Total Data Storage: 938901 MB
Available Data Storage: 890987 MB
Data Storage Device Status: OK

FIRMWARE

DS850 Firmware Version: 2.1.0.0j

Master Control Program: Running
Tabulation Engine: Running
Presentation Engine: Running

Protected Count: 15164

ELECTION LOADED

ELECTION STATUS

Election Name: VARINSTR
Election Date: 2006-01-16
Election EDC: Secret

*** END OF REPORT ***

DS850 System Readiness Report

Precinct Processed Report

02/02/2010 16:14:31

BMW DEMO
BMW (English Only) DEMO
11/02/2010 11:14:18

Total: 7
First Ballot Time: 02/02/2010 16:11:51
Last Ballot Time: 02/02/2010 16:12:08

Code	Election District	Count
0001	PRECINCT 1	7

DS850 Precinct Processed Report

Ballot Style Counts

Machine #: 0304050607

12/17/2013 15:53:52

NOV08GEN
12/05/2013

First Ballot Date Time:	12/17/2013 15:28:34	Total Sheets Processed:	7
Last Ballot Date Time:	12/17/2013 15:29:09	Total Ballots Cast:	7
		Blank Sheets Cast:	2

Ballots Cast

BAY VILLAGE -01-A

Seq:00001 Typ:01 Spl:01 7

BAY VILLAGE -01-B

BAY VILLAGE -01-C



DS850 Ballot Style Counts Report



ES&S PROJECT PLAN – STATE OF RHODE ISLAND

INTRODUCTION



Ultimately, the measure of success in a new voting system implementation is a trouble-free election. Therefore, in developing our proven project management approach, ES&S has kept two very important goals in mind: continually instilling in our customers the confidence that we are prepared for the election; and providing tools and training to ensure you are prepared for Early Voting and Election Day.

All of our projects involve several key steps that we manage well. ES&S' Project Management Office (PMO) works closely with your Customer Service Manager and all other internal departments to ensure a flawless implementation of your new system. Together the PMO and your Customer Service Manager form your dedicated project management team (Project Team). At ES&S we believe in following project management best practices and have certified Project Management Professionals (PMP) on staff and each is committed to ensure that all of our team members follow the standards and framework of the Project Management Institute (PMI) in every step of the project implementation. In general, our project management approach includes the following phases:

STEP 1: INITIATING THE PROJECT

Every implementation begins with a responsibility on our part to demonstrate that we understand our customers' unique and specific election needs, and that we are prepared to deliver. This proposal response is one important step in the process. Should you choose us to be your implementation partner, we will work together quickly to fine-tune our approach and lay out contract terms that define what you can expect throughout the process.

STEP 2: PLANNING THE PROJECT

Next, we turn to formalizing a project plan – again, always with an eye toward our ultimate goal of a trouble-free election. In every project plan, we detail how we will execute logistics, training, testing and election support. We also propose a communications structure, and recommendations for keeping the lines of communication open and clear. Importantly, in every project plan, we lay out clear responsibility for every task. Once ES&S gains approval of the formal project plan, we hold a critical kick-off meeting with all key implementation personnel to review the details and solidify our partnership going forward.



STEP 3: EXECUTING THE PROJECT

The best laid plans can fail if you don't follow through with precision. From the moment ES&S begins an implementation, our project management team is keeping an eye on the details and methodically carrying out the formal project plan. Key milestones include delivery of the new voting equipment, installation acceptance testing of hardware, and installation of any necessary software and/or IT networks, training election personnel on all facets of system operation, and supporting the logistics of a trouble-free Election Day.

STEP 4: MONITORING AND CONTROLLING THE PROJECT

ES&S uses leading-edge project management software solutions and industry best practices to keep a new system implementation on track, and manage change along the way. We can customize reports – at any time during an implementation – to demonstrate our progress, or pinpoint any issues that need to be addressed. It is this reliable and detailed tracking mechanism that mitigates risk ... and that forms the basis of reporting/communication with our customer.

STEP 5: CLOSING THE PROJECT

After a successful implementation – resulting in a successful election – ES&S works closely with our customer to review all of the up-front commitments we made, and ensure each of them has been fulfilled. We also transition ongoing service and support from our project management team to ES&S' Customer Service personnel. At ES&S, we see a new voting system implementation as a first-step in an important and long-term partnership with our customer.

Throughout our more than 35 years in the elections business, ES&S has carried out more than 2,000 implementations of voting systems – projects of every size and complexity. Written plans and execution tools are important pieces of a successful implementation equation. But, there is nothing more important than project management know-how, and project managers who instinctively understand what must be done to achieve a trouble-free election. That is what sets the ES&S project management approach apart from the rest.

STATE OF RHODE ISLAND VOTING SYSTEM IMPLEMENTATION PROJECT PRELIMINARY PROJECT SCOPE STATEMENT

I. PROJECT OBJECTIVE AND PROJECT MANAGEMENT APPROACH

The objective of the project is to implement and support a new paper-based Voting System in the State of Rhode Island that meets State voting system certifications and provides a “voter verifiable paper record” for use during the 2016 Presidential Election cycle and specifically in time for use in the Presidential Preference Primary Election held in April of 2016.

The ES&S Project Team will work with the State of Rhode Island to implement a paper-based, uniform voting system that will utilize ballot marking devices, precinct, and central count voting devices. The project will include the provision of all equipment, software, warranty, maintenance, and license and service deliverables defined and necessary to implement the voting system and specified by the contract between the State of Rhode Island and ES&S.

The ES&S Project Team will manage the project pursuant to the Project Management Institute’s project management principles. The team will utilize industry and project management best practices and will employ its vast network of subject matter experts, certified Project Management professionals, and various other resources to provide quality support and sound project management.

2. PROJECT SCOPE DESCRIPTION

The basis for the scope of the project will begin with the contract between ES&S and the State of Rhode Island. The contract defines specific deliverables, requirements and milestones that will be further detailed within the Scope Management Plan. The Scope Management Plan will define all specific hardware, software and service deliverables and will be documented by the ES&S Project Team under direction of the State of Rhode Island.

2.1 Key Aspects of the Scope Management Plan:

- 2.1.1 **Specified project deliverables** – equipment delivery, acceptance, training, etc.
- 2.1.2 **Formal acceptance/verification procedures** – process, criteria, documentation
- 2.1.3 **Success requirements** – key inputs, conditions, capabilities, and expectations
- 2.1.4 **Project management approach and control strategy** – scope/risk/change strategy
- 2.1.5 **Delivery and implementation plans** – delivery milestones, critical paths
- 2.1.6 **Project roles and organizational structure** – Project Team, communication approach
- 2.1.7 **Project risks** – key risks and project dependencies
- 2.1.8 **Change control procedures** – process for making changes to project scope

3. PROJECT STATUS REPORTING

The ES&S Project Team stays in constant communication internally and with the State of Rhode Island. Weekly or as needed status updates are provided so progress can be shared and challenges proactively avoided.

The Project Manager is also responsible for verifying that you receive all of the goods and services agreed to in the contract. The PM manages status reporting to you on the consumption of those resources on a regular basis and manages the communication and agreement on any changes to the scope of services or products you request.

Where necessary, the Project Manager takes requested changes to the appropriate parties within ES&S for authorization and approval. These changes can take the form of new product releases, configuration changes, quantity changes, or scope of service changes. The Project Manager works directly with you and your Customer Service Manager to identify any proposed changes as well as any of your requested changes.

Where appropriate, the Project Manager helps to determine the effect of any changes, resolve any financial impact in cooperation with you and your Customer Service Manager, and reflect any agreed-upon changes in the project timeline and status reporting. We have developed an internal approach to managing these changes. These same practices are used throughout our organization.

4. COMMUNICATION PLAN

A key factor in providing structure for a project is the methodology used to establish guidelines and control project activities throughout a project lifecycle. By using a proven methodology, the Project Team can significantly improve communications, planning, and performance from the initial proposal stage, through completion of project deliverables to final closure of the project.

The ES&S Project Manager communicates with the Customer Service Manager and the State of Rhode Island on a weekly or daily basis, as required based on the task at hand.

Task	Communication Plan
Point of Contact	The ES&S Customer Service Manager will serve as the State's point of contact throughout the life of the project.
Account Management	The ES&S Customer Service Manager provide day-to-day coordination and interaction with State of Rhode Island personnel.
Status Reporting	The Project Team supplies the State of Rhode Island with weekly implementation progress reports. These reports detail the work completed, scheduled tasks, milestones, and other related progress reports.
Action Item Review	Action Item Reviews are part of the Status Meetings and are a review of the Project Plan including items completed since the previous meeting and items to be completed prior to the next meeting. This discussion also includes a review of the party responsible for the task completion as well as any potential/foreseen roadblocks.
Contract Management	The Project Manager is responsible for contract management.
Audits	It is the responsibility of both the State of Rhode Island and the ES&S Project Team to audit the project continuously as well as all items pertinent to the project.
Planning	Planning is a joint effort between the State of Rhode Island and the ES&S Project Team and is documented in the Project Plan.
Priorities	Priorities are agreed upon between the State of Rhode Island and the ES&S Project Team and are documented on the Project Plan.
Service Request	Any needed service requests, both outside and inside of the contract scope, are discussed between the State of Rhode Island and the Project Team

5. PROJECT DELIVERABLES, MILESTONES AND SCHEDULE

The project deliverables will be detailed in the Project Plan. The Project Schedule will be included in the Project Management Plan and the Project Team will utilize reporting to update and track actual project activity for the duration of the project.

5.1 Work Breakdown Structure

The following is the high level Work Breakdown Structure. Additional items and detail can be found in the Project Plan (.mpp) found in Attachment O. The numbering below follows the Project Plan WBS numbering for ease of reference.

1. Project Initiation & Management
 - 1.1. Order Received
 - 1.2. Notification of Order to Affected Teams
 - 1.3. Order Hardware/Software and Services
 - 1.4. Kickoff/Initial Project Planning Meeting
 - 1.5. Finalize Implementation Schedule
 - 1.6. Weekly Status Meetings - Review of Action Items
2. Trade-in Equipment Prepare and Pickup
 - 2.1. Identify Location for Trade-in Equipment Pickup & Logistics Review
 - 2.2. Schedule Pickup for Trade-in Equipment
 - 2.3. Prepare Equipment for Pickup
 - 2.4. Pick up Trade-in Equipment
3. Equipment Delivery
 - 3.1. Tabulation Hardware
 - 3.2. EMS Network
 - 3.3. Ballot On-Demand
4. Voting System Installation
 - 4.1. Schedule Voting System Installation Personnel
 - 4.2. Installation of Tabulation Hardware
 - 4.3. Installation of EMS Network
 - 4.4. Installation of BOD System
5. Documentation
 - 5.1. Product Documentation Delivery
 - 5.2. Training Documentation
6. Training
 - 6.1. Tabulation Hardware Operations Training
 - 6.2. EMS Software Training
 - 6.3. Ballot On-Demand Training
 - 6.4. Poll Worker Training
7. Pre-Election Day
 - 7.1. Ballot Production and Media Preparation
 - 7.2. Mock Election/Pre-Election Testing
 - 7.3. Equipment Delivery to Jurisdictions
 - 7.4. Processing Mail Ballots
8. Election Day
 - 8.1. Election Day
 - 8.2. Site Support
9. Post-Election Closeout/Phase 2 Kick-off
 - 9.1. Lessons Learned & Next Steps

6. PROJECT BOUNDARIES

The project is governed by all applicable laws and the terms and conditions agreed upon between the State of Rhode Island and ES&S. All products and services provided to the State of Rhode Island by ES&S will be mutually agreed upon by both parties in writing prior to the provision of such products and services. Change Implementation Notices will be utilized to request and track changes to the project scope and any previously agreed upon product or service deliverables. Procedures for making changes to the boundaries or scope of the project will be specified in the change control procedures that will be developed by the Project Team under direction from the State of Rhode Island.

7. PRODUCT ACCEPTANCE

The ultimate goal of the project will be to implement a quality, usable and dependable voting system that the State and its voters can trust. In order to achieve that goal, quality and performance assurance strategies in these specific categories will be managed and monitored for all product and service deliverables:

- Security
- Reliability
- Accessibility
- Sustainability

The acceptance process for all equipment, services, and documentation will follow the specific procedures defined by the State of Rhode Island. ES&S will provide recommended acceptance checklists and procedures and will ensure the State of Rhode Island is allowed time to review, modify and approve the procedures prior to the provision of related deliverables. The Project Team will ensure that the resulting acceptance test scripts are followed specifically, and that documented approvals are acquired for each deliverable and/or key milestone. Specific plans and step-by-step checklists will be documented and developed within the acceptance and testing plan, including all user acceptance testing procedures.

8. PROJECT CONSTRAINTS

The primary project constraints will be the applicable the State of Rhode Island laws, regulations, acts, and initiatives that govern the voting system and the activities required to implement the system, including certification and verification. The secondary constraints include the availability of resources, equipment and materials. To ensure that the constraints do not adversely affect the performance of the project, the ES&S Project Team will work diligently with the State of Rhode Island in planning project activity, mitigating potential risks, and adhering to strict quality management procedures.

The plan for managing project constraints will be included in the risk management plan. The quality management plan will include plans for ensuring products and processes are not adversely affected by the project constraints. The constraints will be tracked throughout the project using the risk register, and the Project Schedule will assist in monitoring their effect on dependent activities.

9. PROJECT ASSUMPTIONS

Project assumptions will be defined, detailed and rated within the project management plan. Each assumption will be assessed for confidence level, potential lead time implications, and weight of potential impact on the overall project. Initially defined assumptions include:

- Voting system certification will be completed prior to award
- Project resources will be available if and when they are required.

- Hardware, parts and third party components will be available as needed.
- Order lead times will be met and delivered upon as expected.
- Key statistics used to develop budgets and projections will hold true.
- Government regulations will not change in ways that drastically affect the project outcome.
- System functionality will match requirements and expectations.
- The project scope will be limited and changes will not be imposed without due process.

Each of these assumptions, and additional assumptions defined in the project management plan, will be monitored and managed throughout the life of the project.

10. RISK MANAGEMENT APPROACH

The ES&S Project Team will develop and utilize a comprehensive risk management plan to manage all potential risks throughout the project. Early in the implementation, the ES&S Project Team will meet with the State of Rhode Island to identify potential project risks and develop initial mitigation strategies. Subsequent to this meeting, the ES&S Project Team will expand the identification of these risks and develop detailed plans for avoiding potentially negative effects of the identified and unidentified risks.

11. QUALITY MANAGEMENT APPROACH

To ensure quality throughout the project, the ES&S Project Team, under direction of the State of Rhode Island, will develop a project management configuration plan and quality management plan within the overall Project Management Plan. This plan will describe all characteristics surrounding successful product and project acceptance. In addition, the configuration plan will define procedures for submitting, approving, tracking and verifying all changes to the configuration of the products and the overall project.

The ES&S Project Team will work with the State of Rhode Island to define each deliverable within the Project Management Plan and the corresponding approval procedures required for each deliverable. The State of Rhode Island will be allowed ample time to review and provide input for all elements of the Project Management Plan, and the State of Rhode Island approval will be required prior the provision of any deliverable or distribution of any schedule of deliverables.

State of Rhode Island RFP - Voting Equipment System Proposed Implementation Plan



ID	WBS	Task Name	Duration	Start	Finish	Resource Names	December 2015			January 2016			February 2016			March 2016			April 2016			May 2016					
							12/01	12/11	12/21	01/01	01/11	01/21	02/01	02/11	02/21	03/01	03/11	03/21	04/01	04/11	04/21	05/01	05/11	05/21			
1	1	Project Initiation & Management	93 days	Mon 12/07/15	Thu 04/21/16																						
2	1.1	Order Received	1 day	Mon 12/07/15	Mon 12/07/15	ES&S,State																					
3	1.2	Notification of Order to Affected Teams	1 day	Tue 12/08/15	Tue 12/08/15	ES&S Legal																					
4	1.3	Order Hardware/Software and Services	1 day	Wed 12/09/15	Wed 12/09/15	ES&S Order Entry																					
5	1.4	Kickoff/Initial Project Planning Meeting	1 day	Mon 12/14/15	Mon 12/14/15	ES&S,State																					
6	1.5	Finalize Implementation Schedule	1 day	Wed 12/16/15	Wed 12/16/15	ES&S,State																					
7	1.6	Weekly Status Meetings - Review of Action Items	81 days	Wed 12/23/15	Thu 04/21/16	ES&S,State																					
8	2	Trade-in Equipment Prepare and Pickup	17 days	Wed 12/16/15	Wed 01/13/16																						
9	2.1	Identify Location for Trade-in Equipment Pickup & Logistics Review	1 day	Wed 12/16/15	Wed 12/16/15	State																					
10	2.2	Schedule Pickup for Trade-in Equipment	1 day	Thu 12/17/15	Thu 12/17/15	ES&S,State																					
11	2.3	Prepare Equipment for Pickup	10 days	Mon 12/28/15	Tue 01/12/16	State																					
12	2.4	Pick up Trade-in Equipment	1 day	Wed 01/13/16	Wed 01/13/16	ES&S																					
13	3	Equipment Delivery	29 days	Thu 12/10/15	Tue 01/26/16																						
14	3.1	Tabulation Hardware	14 days	Thu 12/17/15	Mon 01/11/16																						
15	3.1.1	Warehouse and Logistics Review	1 day	Thu 12/17/15	Thu 12/17/15	ES&S,State																					
16	3.1.2	Stage & Prepare Tabulation Hardware for Shipment	10 days	Thu 12/17/15	Tue 01/05/16	ES&S																					
17	3.1.3	Ship Tabulation Hardware to Customer Site	1 day	Wed 01/06/16	Wed 01/06/16	ES&S																					
18	3.1.4	On-site Delivery of Tabulation Hardware	1 day	Mon 01/11/16	Mon 01/11/16	ES&S																					
19	3.1.5	Sign-off on Delivery	1 day	Mon 01/11/16	Mon 01/11/16	State																					
20	3.2	EMS Network	16 days	Thu 12/10/15	Wed 01/06/16																						
21	3.2.1	Prepare and Ship EMS Network	15 days	Thu 12/10/15	Tue 01/05/16	ES&S																					
22	3.2.2	On-site Delivery of EMS Network	1 day	Wed 01/06/16	Wed 01/06/16	ES&S																					
23	3.2.3	Sign-off on Delivery	1 day	Wed 01/06/16	Wed 01/06/16	State																					
24	3.3	Ballot On-Demand	14 days	Wed 01/06/16	Tue 01/26/16																						
25	3.3.1	Stage and Prepare BOD Printers	10 days	Wed 01/06/16	Wed 01/20/16	ES&S																					
26	3.3.2	Ship BOD Equipment to Customer	1 day	Thu 01/21/16	Thu 01/21/16	ES&S																					
27	3.3.3	On-site Delivery of BOD Equipment	1 day	Tue 01/26/16	Tue 01/26/16	ES&S																					
28	3.3.4	Sign-off on Delivery of BOD Equipment	1 day	Tue 01/26/16	Tue 01/26/16	ES&S																					
29	4	Voting System Installation	36 days	Thu 12/17/15	Thu 02/11/16																						
30	4.1	Schedule Voting System Installation Personnel	1 day	Thu 12/17/15	Thu 12/17/15	ES&S																					
31	4.2	Installation of Tabulation Hardware	20 days	Wed 01/13/16	Wed 02/10/16	ES&S																					
32	4.3	Installation of EMS Network	4 days	Mon 02/08/16	Thu 02/11/16	ES&S																					
33	4.4	Installation of BOD System	5 days	Wed 01/27/16	Tue 02/02/16	ES&S																					
34	5	Documentation	18 days	Fri 01/08/16	Wed 02/03/16																						
35	5.1	Product Documentation Delivery	1 day	Fri 01/08/16	Fri 01/08/16																						
36	5.1.1	Hardware Tabulation User Operations Manuals	1 day	Fri 01/08/16	Fri 01/08/16	ES&S																					
37	5.1.2	Hardware Tabulation Maintenance Manuals	1 day	Fri 01/08/16	Fri 01/08/16	ES&S																					
38	5.1.3	EMS Software User Operations Manuals	1 day	Fri 01/08/16	Fri 01/08/16	ES&S																					
39	5.1.4	Ballot On-Demand User Operations Manuals	1 day	Fri 01/08/16	Fri 01/08/16	ES&S																					
40	5.2	Training Documentation	10 days	Thu 01/21/16	Wed 02/03/16																						
41	5.2.1	Tabulation Hardware Pre-Election Day Checklists	1 day	Thu 01/21/16	Fri 01/22/16	ES&S																					
42	5.2.2	Tabulation Hardware Election Day Checklists	1 day	Thu 01/21/16	Fri 01/22/16	ES&S																					
43	5.2.3	EMS Software Training Documentation	1 day	Fri 01/29/16	Mon 02/01/16	ES&S																					

Date: Tue 10/20/15

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone

State of Rhode Island RFP - Voting Equipment System Proposed Implementation Plan



- 2 Order Received**
Milestone: Order Received - initiating the project.
- 5 Kickoff/Initial Project Planning Meeting**
Milestone: Kickoff/Initial Project Planning Meeting - first formal meeting between ES&S and the State of Rhode Island.
- 6 Finalize Implementation Schedule**
Milestone: Finalize Implementation Schedule - full schedule is complete.
- 12 Pick up Trade-in Equipment**
Milestone: Pick up Trade-in Equipment - all trade-in equipment picked up by ES&S.
- 19 Sign-off on Delivery**
Milestone: Equipment Delivery - Tabulation Hardware - State of Rhode Island signs off on delivery of Tabulation Hardware.
- 23 Sign-off on Delivery**
Milestone: EMS Network Delivery - the State of Rhode Island signs off on delivery on EMS Network.
- 31 Installation of Tabulation Hardware**
Milestone: Installation of Tabulation Hardware - tabulation equipment is fully installed and ready for use.
- 47 EMS Software Training**
Milestone: EMS Software Training - all training is complete and ready for use by the State.
- 54 Ballot Approval & Send Ballot Files to Printer**
Milestone: Ballot Approval & Send Ballot Files to Printer - election coding and ballot layout are complete.
- 57 Delivery of Ballots**
Milestone: Delivery of Ballots - ballots are ready for ready for testing.
- 61 Verify Mock Election Results**
Milestone: Verify Mock Election Results - the tabulation is fully tested and ready for Election Day.
- 69 Election Day**
Milestone: Election Day - first-use of voting system.
- 72 Lessons Learned & Next Steps**
Milestone: Lesson Learned & Next Steps - meeting to discuss the first use of the voting system and next election.

JOSEPH VITALE, PMP – CUSTOMER SERVICE MANAGER, STATE OF RHODE ISLAND

PROFESSIONAL QUALIFICATIONS

- Over 13 years experience in the election industry all of which have been with Election Systems & Software (ES&S) and the State of Rhode Island.
- In-depth experience with Rhode Island elections and election law.
- Highly skilled in all phases of election processes, including ballot layout, programming, technical service and customer support.
- Certified Project Management Professional (PMP), actively pursuing continuing education relative to the field of Project Management.

SUMMARY EXPERIENCE

Joe began his career with ES&S as the State of Rhode Island Assistant Project Manager. His past experience as a Marketing Project Manager, familiarity with proprietary software and ability to learn quickly allowed him to participate in all aspects of the Rhode Island contract. He immediately began updating the Rhode Island database due to statewide redistricting in 2002, laying out ballots, coding hardware and assisting with Poll Worker and Election Day Support training.

In 2004, ES&S upgraded the entire State of Rhode Island system by installing Unity 2.4.2. Because of this software upgrade, all hardware including the 39 city and town remote PC's as well as the entire network and server at Election Central needed to be upgraded using Windows XP. The new system was used successfully in the March 2004 Presidential Preference Primary.

CURRENT RESPONSIBILITIES

Joe's current role at ES&S is serving as the State of Rhode Island Customer Service Manager. The State of Rhode Island has a full-service contract that includes ballot layout, hardware coding, equipment maintenance, L&A testing and ERM results tabulation all of which is performed on site. Joe has been performing these duties for the State of Rhode Island and has been running successful elections in the state since 2002.

Additional responsibilities include: Project definition and planning, Risk identification and management, Resource allocation, Project progress monitoring and tracking, Cost control, Project Status updates to Corporate, and Supervision of part time warehouse staff and temporary workers.

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, RHODE ISLAND

- Prepares election ballots using ES&S Election Data Manager and Optech Image Manager proprietary software, supervises all ballot proofing and provides the electronic transfer of ballots to the printer via pdf files.

- Codes Election Day hardware using ES&S' Hardware Programming Manager and AutoMARK Image Management Software, supervises the proofing of hardware data and programming of data memory cartridges and compact flash cards.
- Performs Logic and Accuracy Testing for all Rhode Island elections. This includes marking test decks, set-up and test of individual optical scan units, download of test results from regional sites into Windows XP network, and providing sign off documentation to the client.
- Compiles all results tabulation using ES&S Election Reporting Manager and Data Acquisition Manager proprietary software and distributes these results via the web, on site television monitors and hard copy.
- Trains and manages temporary election preparation employees during each statewide election cycle who prepare supply boxes, which contain official ballots and election supplies, mark test decks and perform L&A testing on all Eagles and AutoMARKs. They also conduct an inventory of all returned equipment upon completion of each statewide election held in November.
- Hires and trains a minimum of 30 Election Day technicians to provide on-site statewide support during Election Day.

EDUCATION

- University of Rhode Island, B.A. Marketing Management
- Certified Project Management Professional, PMP

KEVIN HORVATH – PROJECT MANAGER



PROFESSIONAL QUALIFICATIONS

- More than 8 years of experience in the election industry
- Experience with various account sizes, employing all equipment types
- Highly skilled in all phases of election processes, including programming, technical services, and customer support

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, AUGUST 2012-PRESENT

Project Manager (June 2015-present)

- Project manager for tabulation (hardware and software) implementations.
- Develop and maintain project plans. Identify, assess, and prioritize risks associated with a project. Coordinate with internal departments for preparation, shipping, and installation of hardware and software. Oversee implementations from contract execution to post-election activities, ensuring all tasks are on schedule.
- Project Manager for State of Arkansas implementation (DS200, ExpressVote, and ExpressPoll).

Technical Services Specialist (August 2012-May 2015)

- Hardware and software trainings at customer sites
- Pre-election and post-election team for the State of Ohio: election coding and ballot layout, logic and accuracy testing, and official canvassing.
- Logic and accuracy testing team for City of New York Board of Elections (Manhattan, 2012; Queens, 2013).

EDUCATION

- The Ohio State University, BA (2006)
- Marist College, MPA (2010)

HEATHER DOXON – STATE OF RHODE ISLAND LEAD TRAINER



HEATHER DOXON STATE OF RHODE ISLAND LEAD TRAINER

Heather possesses over 15 years of implementation, training and software experience, with seven years focused on training election software and equipment. She has not only helped support elections in various jurisdictions but also played a key role in providing ongoing election solutions for customers as well as creating and maintaining go-forward training programs.

PROFESSIONAL QUALIFICATIONS

- Experience with software solution implementations
- Experience with large scale hardware implementations and trainings
- Comprehensive knowledge and experience with numerous types of training scenarios

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, AUGUST 2008-PRESENT

Training Specialist (2014 – Present)

- Project lead – Technical Training Process
- Certified for training all ES&S hardware and software

Contractor (2011 – 2014)

- Hardware training, testing and troubleshooting on all ES&S equipment
- Customer service
- Election Support

VR Support Specialist (2011)

- Customer phone support

Training Specialist (2008 – 2011)

- PowerProfile® software trainer

EDUCATION

- University of Nebraska - Lincoln, B.A., Ethnic Studies
Minors: History and African Studies

GARY JACOBSEN – EXPERIENCE STATEMENT

GARY JACOBSEN SENIOR FIELD SERVICES SUPERVISOR

Gary has more than 35 years of experience in the Customer Service industry and over 11 years of experience in Field Services at ES&S.

CURRENT RESPONSIBILITIES

- Supervision of 19 field service technicians
- Resolution of service calls that require special attention
- Schedule and oversee large preventative maintenance events
- Train new technicians on all ES&S equipment and proper usage

ACCOMPLISHMENTS & EXPERTISE

- Supported numerous successful ES&S elections
- Successful completion of state-wide product implementation in New Mexico
- Conducted acceptance testing and training in New York City
- Two years experience as a member of the Account Management department
- Multiple recipient of the ES&S “On the Spot” Award for outstanding company service

TECHNICAL SKILLS

- Proficient in the following ES&S equipment:
 - M650
 - M100
 - DS200
 - AutoMARK
 - I-Votronic

KEVIN GATES – EXPERIENCE STATEMENT



KEVIN GATES **SENIOR FIELD SERVICES TECHNICIAN**

Kevin has been with ES&S for 31 years. Holding vast experience with legacy and current equipment, Kevin has taken the role of lead technician for larger events for counties in Illinois, Indiana, Iowa and Rhode Island. He is based in the Chicago area. Kevin maintains strong working relationships with the customers he serves by providing excellent service. Customers take confidence knowing their election equipment is properly maintained and set up efficiently and correctly for future elections.

PROFESSIONAL QUALIFICATIONS

- Completed all of the ES&S Certified Training for equipment supported in the field. Take refresher courses when deemed necessary.

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, AUGUST 1984-PRESENT

Senior Field Service Technician

- Expert on hardware and operations of AutoMark, M100, M650 and i-Votronic
- Skilled on hardware support for DS850, DS200, ExpressVote, AccuVote-OSX, & AccuVote-TSX
- Lead tech on a couple of disaster recovery projects in IL & IN working with a disaster recovery company after some flooding and tornado damage.

EDUCATION

- High School
- ES&S internal equipment training courses (ongoing)

HORACIO PRADO – FIELD SERVICE TECHNICAL SUPPORT



HORACIO PRADO **SENIOR FIELD SERVICE TECHNICIAN**

Horacio joined ES&S after the acquisition of AutoMARK Technical Systems in 2008. He soon entered the Certified Technical Program right and became familiar with various levels of equipment offered in ES&S's inventory. He has years of experience in field services and is a hardware support expert.

Throughout his time at ES&S and AutoMARK, Horacio has served in various roles and services on different projects across the U.S. He is well versed in testing firmware, hardware and software, bench testing, and repair.

He has provided hands-on training workshops in California, Michigan, New Jersey, and New York City. Horacio has supported federal/state certification events for ES&S equipment, in adherence to Board of Elections certification requirements. He also has vast experience performing election support onsite or remotely in a specific territory for customers before and during their election in assigned regions.

Horacio has more than 10 years experience in the industry and has acquired an extensive knowledge and background with hardware and various pre-election prep and Election Day processes in various states. He enjoys working with customers and helping them with any election preparations or resolving any ongoing issues to help create a successful election day.

PROFESSIONAL QUALIFICATIONS

Completed ES&S Certified Technician Program in 2008 and receive refresher courses annually

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, 2006-PRESENT

Senior Field Technician

- Expert on hardware and operations of AutoMARK, M100, & iVotronic
- Skilled on hardware support for M650, DS850, DS200, Expressvote, Accuvote-OSX, & Accuvote-TSX
- Assist other internal departments in various roles and train customers with basic functional knowledge of equipment, software, preventative maintenance procedures, & limited corrective troubleshooting procedures. Also provide onsite pre-election and day of election support per manager/coordinator routing in different territories

EDUCATION

- Coyne American Institute Chicago, IL
- Carl Schurz H.S. Chicago, IL

CONRAD DUMAGPI – EXPERIENCE STATEMENT



CONRAD DUMAGPI FIELD SERVICES TECHNICIAN

Conrad began his career with ES&S more than 10 years ago. He has an extensive background in troubleshooting, testing equipment, coding, election definitions, and support. Enhancing his education, Conrad received certification to provide firmware and product feedback for engineers and product developers. Conrad also has experience training others how to provide preventative and corrective maintenance on equipment.

He conducted software installation training for personnel and customers. His technical skills enable him to assist a variety of field service groups. Conrad has worked with tabulation equipment since 2008. With his technical background and expertise, he is able to resolve hardware and software issues and support customers using multiple types of equipment prior to or during an election.

PROFESSIONAL QUALIFICATIONS

- Equipment training on DS850, DS200, ExpressVote, M650, M100, AutoMARK, iVotronics, AccuVote (OS and OSX)

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, 2005-PRESENT

Field Service Technician

- Expert in troubleshooting hardware and software of AutoMARK, M650, M100, iVotronics AccuVote OS and OSX equipment
- Effective in operations of DS850, DS200, ExpressVote equipment
- Highly capable of supporting customer with issues prior or during election

EDUCATION

- DeVry University B.S. Electronics Engineering, Graduated 2004 Chicago, IL
- AMA Computer College B.S. Computer Engineering, Graduated 1992 Manila, Philippines

TY JANKE – SENIOR FIELD SERVICE TECHNICIAN



TY JANKE **SENIOR FIELD SERVICE TECHNICIAN**

With more than nine years experience, Ty has an extensive background implementing, servicing and training on all current ES&S systems throughout the nation. He has trained new technicians, and worked independently and as a team lead on large projects for nearly a decade.

PROFESSIONAL QUALIFICATIONS

- ES&S D200
- ES&S DS850
- ES&S ExpressVote
- ES&S M650
- ES&S AutoMARK
- ES&S iVotronic
- ES&S M100
- Okidata Certification 2012
- Poll books

RELEVANT EXPERIENCE

ELECTION SYSTEMS & SOFTWARE, 2006-PRESENT

Senior Field Technician

EDUCATION

- Millard South High School 1987-1993

ADDECCO STAFFING

At Adecco Staffing USA, we partner with small and mid-sized businesses, as well as Fortune 500 companies across all major industries. We also offer job opportunities and advice to American workers at every stage of their careers. We have more than 500 locations and, on any given day, connect 70,000+ workers to the best job opportunities across the country, making us one of America's largest employers.

We are part of Adecco Group, the world's leading provider of HR solutions, with over 31,500 employees and more than 5,000 branches, in over 60 countries and territories around the world.

Looking for talent?

In order to fulfill your business goals, you need to fill your workforce with the right people. Unfortunately, that's often easier said than done.

But not when you work with Adecco. We maintain the largest pool of pre-qualified, pre-screened talent anywhere, enabling us to fill your critical positions with the right candidate, with the right skills and experience, right away.

In addition, the recruiters in our nationwide network of offices know their local job markets inside and out—and they know where to look for the best talent in your area and around the country.

Our staffing services are also flexible, so you can pick the one that works for your timeframe and your budget. The solutions we offer include:

Temporary staffing services

Whether you have a pressing project, are experiencing high turnover or just need to get ready for your busy season, our temporary staffing services can give you the people you need to get the job done.

We pride ourselves on a very thorough talent sourcing and vetting process. In order to uphold that standard, Adecco provides several screening services to you at no additional charge. These include:

- Automated applications
- Personal interviews
- Skills and aptitude testing (via Adecco Xpert)
- Employer reference check

- E-Verify (social security and employment eligibility verification)

For added peace of mind, we can also perform drug checks and background screens, at your request.

Additionally, all recruited, qualified, and placed Adecco temporary associates can enroll in our group benefits, which include preventative medical coverage, dental insurance, and a 401(k) program.

We also offer our associates the opportunity to build their skills while on the job. Through our robust online training platform, SkillBuilder, we offer a myriad of training modules that allow our associates to enhance their skill sets. By giving our temporary and contingent workers access to these benefits, we ensure that they are satisfied in their jobs, which minimizes turnover. Our SkillBuilder program is just one example of the retention programs designed to bolster a strong working relationship with our associates, show our appreciation for their performance and contributions, demonstrate their importance to our organization and reinforce the benefits of working for Adecco.

Temp-to-hire staffing services

When you know you need long-term talent but aren't ready to add to your long-term budget, our temp-to-hire staffing solutions provide the best of both worlds. You get to see our associates in action and ensure they have the right skills and character traits for your job and your culture before extending a full-time offer. And when you do hire these talented associates, you won't have to worry about getting them up to speed.

We also set clear expectations with our candidates by communicating which positions may transition to permanent opportunities down the road. This enables us to match the appropriate candidate to the right assignment.

Direct Placement staffing services

Adecco's [dedicated direct placement team](#) can connect you to the best permanent talent and help protect you from the high cost of a bad hire.

Payrolling Services

Our payrolling services save our clients the time and expense associated with onboarding and offboarding personnel. We just need to know pay rates, schedules and work hours, and we'll be able to do the rest including conducting all pre-employment requirements, time tracking, issuing paychecks and more.

Due to the nature of temporary staffing, we cannot provide experience statements for specific employees at this time. However, ES&S would be happy to provide them to the State before these employees begin work.

Following are experience statements for Adecco Staffing senior management.

ADECCO STAFFING USA SENIOR MANAGEMENT

Sherry Dixon

Senior Vice President
Adecco Staffing, USA

Since entering the staffing industry as a recruiter, Sherry has amassed 20 years of leadership experience. She is committed to providing successful, quality service to clients while supporting and inspiring the ongoing development of Adecco colleagues. Sherry emphasizes open and honest communication, enabling her team to make the best recommendation as a consultative business partner.

Kristy Willis

Senior Vice President
Adecco Staffing, USA

Kristy has been with Adecco for more than 20 years, starting as a recruiter and progressing through numerous leadership roles. Today, she leads and oversees offices in 18 states. Kristy is actively involved in the community and currently serves as a board member for the Muscular Dystrophy Association.

Lauren Griffin

Senior Vice President
Adecco Staffing, USA

Lauren Griffin, Senior Vice President, Adecco Staffing has been with the Adecco Group for 28 years. In her current role, she leads the North Central Division of Adecco Staffing. She is responsible for new business development, customer relations and service delivery as well as PNL accountability throughout New England, New York, New Jersey, Ohio, Michigan and Indiana. The division generates \$750 million in annual revenue and includes 110 offices with more than 500 colleagues. On a daily basis, in excess of 22,000 associates are placed on assignment at a wide-range of clients representing a diverse array of industries. The client base includes many premier employers that Adecco provides with top talent and customized workforce solutions. Lauren began her career with Adecco as a recruiter in 1987, and has held nine positions within the company, including Account Executive, Branch Manager, Regional Vice President and Vice President of Operations. In her current role as Senior Vice President, Lauren is deeply committed to developing talent within Adecco and strengthening client relationships. Lauren graduated cum laude from Boston College with a Bachelor's degree in Finance and Marketing and resides in the Boston area.

Andrea Sugden

Senior Vice President, U.S. Sales
Adecco Staffing, USA

Andrea oversees national sales, account management, client implementation and supplier management for the U.S. She joined Adecco in 2008 as a Senior Vice President of the Southern Division. Her 19 years in the staffing industry include experience as a recruiter, branch manager, account manager and roles in business development, regional management and divisional management. Andrea has earned a multitude of industry awards, including the President's Club Award two consecutive years and Circle of Excellence inclusion for her outstanding contributions to the company. She holds a Bachelor's degree in Finance and Business Management from the University of Tampa.

Daniel Masata

Senior Vice President
Adecco Engineering & Technology

Daniel is committed to making Adecco Engineering & Technology the most innovative provider of engineering staffing solutions. Since 1999, he has held numerous leadership roles with Adecco Group, both internationally and in the United States. He recently led a global strategy execution project where he successfully collaborated with colleagues on five different continents to enhance the strength of local business units.

Amy Glaser

Senior Vice President
Adecco Staffing, USA

Amy has been with Adecco for five years and has over 17 years of leadership experience specializing in dynamic, fast paced industries. Amy began her career in the restaurant industry and quickly became known as a "fix it manager" with a history of reversing distressed operations. She has spent the last nine years providing consultative staffing solutions. She is committed to securing strategic alliances with major accounts, while ensuring the best possible service delivery for our associates, colleagues, and clients. A member of the Kentucky College for Technical Education Advisory Board, Amy is passionate about partnering with employers to create and shape the future workforce of America. Amy possesses an MBA with concentrations in both Finance and International Business from the University of Kentucky.

Tim Gates

Senior Regional Vice President
Adecco Staffing, USA

Tim began his career with Adecco 19 years ago as a recruiter and during his tenure has held multiple leadership roles. Because of his continued success in delivering quality results for our clients and candidates, Tim is responsible for Adecco Staffing's operations in Pennsylvania, Maryland, Washington DC, Delaware, Virginia, and West Virginia. Tim understands the unique impact that our associates have on our client's financial results. It is this great responsibility that leads Tim and his team to be so passionate about creating the best fit between our candidates and our clients.

ELECTION SYSTEMS & SOFTWARE BACKGROUND CHECK COVERAGE DOCUMENT

Adecco temporary employees must meet the rigorous standards of the ES&S background check before beginning work.

Election Systems & Software Coverage Document

Total Check Plus

Applicant Verification

The applicant verification product searches the Social Security Administration (SSA) Database to confirm that the SSN is valid, when the SSN was issued, and if registered as a SSN reported as deceased. A proprietary database search is also conducted to determine all names and addresses attached to the social security number. These names and addresses are not confirmed by the SSA.

County Criminal-Statewide if Available

The criminal history will cover all names and locations from the last 7 years. Names and locations are added from the Applicant Verification search. The County Criminal Records report includes a search of felony, misdemeanor and all non-traffic infraction court records in applicants' counties of residence. If statewide is available, all counties within the state will be investigated. The report will include jurisdiction, case number, disposition and date, charges, amended charges and how the record was verified.

Multi-Court Jurisdictional Database

The Nationwide Alert is a Multi-Court Jurisdictional Database that includes:

- Proprietary Offender Data*
- Department of Corrections*
- Administrative Office of the Courts-dated back 7 years*
- Department of Public Safety*
- Traffic Court*

*Availability of records vary by jurisdiction. Due to these variances, One Source The Background Check Company recommends that this product be used as a supplemental search tool. For a full listing of jurisdictions, types of charges, etc., please refer to the coverage document disclosing information provided by each state.

National Sex Offender Registry

This search includes Sex Offender Registration Information from all 50 States, the District of Columbia, Puerto Rico and Guam.

Federal Criminal Search

One Source searches the government's Public Access to Court Electronic Records (PACER) U.S. Party Case Index. This search is a national index for U.S. district and appellate court cases. This includes a nationwide search of all district courts and all appeals courts except for SECOND CIRCUIT, FIFTH CIRCUIT, SEVENTH CIRCUIT, ELEVENTH CIRCUIT AND FEDERAL CIRCUIT). One Source cross references these searches with a search of Federal Bureau of Prisons database to compare records of persons who have been in federal prison. One Source also searches these records and compares personal information extracted from these records (name, date of birth, social security number, age, and addresses) to compare to the consumer that a report has been requested on. **IMPORTANT NOTE:** The primary identifier used in federal records are fingerprints. Disputes by a consumer will require the sending of fingerprint cards to the Federal Bureau of Investigations. As the primary identifiers for federal records are fingerprints, not all records will contain enough matching information which will cause One Source to report the records. One Source does not report Name Only Matches, only cases where name and a minimum of one other personal identifier are present will be reported.

Global Watch

This search involves accessing a variety of federal, state, and industry sanctions lists or Terrorist Watch Lists. Additional sanctions and watch lists are added as U.S. or foreign governments and international organizations release them. These lists include:

1. OFAC Specially Designated nationals (SDN) & Blocked Persons, Sanctioned Countries
2. OFAC Sanctioned Countries, including Major Cities and Ports*
3. Non-Cooperative Countries and Territories*
4. Department of State Trade Control (DTC) Debarred Parties
5. U.S. Bureau of Industry & Security (Formerly BXA)- a. Unverified Entities List, b. Denied entities list, c. Denied Persons List
6. FBI Most Wanted Terrorists & Seeking Information, Top 10 Most Wanted
7. INTERPOL Most Wanted List
8. Bank of England, OSFI Canadian, United Nations Sanctions List
9. Politically Exposed Persons List
10. European Union Terrorism List
11. World Bank Ineligible Firms

Lists notated with an asterisk () indicate a geographic-based sanctions list. Additional sanctions and watch lists are added as U.S. or foreign governments and international organizations release them.

A LA CARTE SERVICES

To help assess and mitigate the risks associated with all employee hiring practices, we provide our clients with a full gamut of proprietary screening products and services, offering high accuracy, expediency and cost efficiencies.

Motor Vehicle Record Search

The information is obtained from the state's Department of Motor Vehicles agency. In most cases, the report will show the issue and expiration date of the license and if the applicant has committed any traffic violations. Additional state fees may apply. Please contact One Source for a list of fees by state.

International Services

One Source provides a full array of International services including international criminal records, education verification, employment verification, professional license and international DMV.

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Albany County, New York	Matthew Clyne	195027	DS200	200	AutoMARK	191			Full Services
Albemarle County, Virginia	Sean Moynihan	0	DS200	38	AutoMARK	32			
Albion, Town of, Wisconsin (Dane)	Julie Hanewall	1266	DS200	1	AutoMARK	1			
Allegany County, Maryland	Diane Loibel	41598	DS200	48	ExpressVote	52			
Allouez, Village of, Wisconsin (Brown)	Debbie Baenen	9023	DS200	5	AutoMARK	3			
Anne Arundel County, Maryland	Rich Jersheid	341086	DS200	220	ExpressVote	264	DS850		1 Full Services
Anoka County, Minnesota	Katie Porath	195342	DS200	12	AutoMARK	136	DS850		1
Appomattox County, Virginia	Sabrina Smith	0	DS200	13	ExpressVote	12			
Arpin, Village of, Wisconsin (Wood)	Shelly Grimm	169	DS200	1	AutoMARK	1			
Ashwaubenon, Village of, Wisconsin (Brown)	Patrick Moynihan Jr.	10716	DS200	7	AutoMARK	6			
Auburndale, Village of, Wisconsin (Wood)	Lynn Lingford	417	DS200	1	AutoMARK	1			
Auglaize County, Ohio	Michelle Wilcox	30845	DS200	26	AutoMARK	26	650		1
Autauga County, Alabama	Alfred Booth	32494	DS200	29	AutoMARK	22			
Avon, Town of, Wisconsin (Rock)	Teresa Peters	375	DS200	1	AutoMARK	1			
Aztalan, Town of, Wisconsin (Jefferson)	Sandra Marks	952	DS200	1	AutoMARK	1			
Baldwin County, Alabama	Tim Russell	114239	DS200	73	AutoMARK	51			
Baltimore County, Maryland	Katie Brown	502360	DS200	297	ExpressVote	418	DS850		1 Full Services
Baltimore, City of, Maryland	Jerod Fauntleroy	379093	DS200	385	ExpressVote	505	DS850		1 Full Services
Bangor, Town of, Wisconsin (La Crosse)	Peg Culpitt	368	DS200	1	AutoMARK	1			
Bangor, Village of, Wisconsin (La Crosse)	Shelly Miller	861	DS200	1	AutoMARK	1			
Barbour County, Alabama	Susan Shorter	15860	DS200	20	AutoMARK	23			Full Services
Barre, Town of, Wisconsin (La Crosse)	Sally Stelloh	780	DS200	1	AutoMARK	1			
Bay County, Florida	Mark Andersen	113685	DS200	70	AutoMARK	51	DS850		2
Bayside, Village of, Wisconsin (Milwaukee)	Lynn Galyardt		DS200	1	AutoMARK	1			
Belleville, Village of, Wisconsin (Green/Dane)	April Little	1520	DS200	1	AutoMARK	1			
Bellevue, Village of, Wisconsin (Brown)	Karen Simons	8922	DS200	2	AutoMARK	2			
Beloit, City of, Wisconsin (Rock)	Lori Stottler	18295	DS200	10	AutoMARK	10			
Beloit, Town of, Wisconsin (Rock)	Karry DeVault	4840	DS200	3	AutoMARK	3			
Berry, Town of, Wisconsin (Dane)	Brenda Kahl	870	DS200	1	AutoMARK	1			
Big Bend, Village of, Wisconsin (Waukesha)	Barbara Woppert		DS200	1	ExpressVote	1			
Bingham County, Idaho	Marlene Jensen	22484	DS200	27	AutoMARK	22			
Biron, Village of, Wisconsin (Wood)	Deb Eichsteadt	541	DS200	1	AutoMARK	1			
Black Earth, Town of, Wisconsin (Dane)	Joann Bennett	381	DS200	1	AutoMARK	1			
Bladen County, North Carolina	Cynthia Shaw	23106	DS200	24	AutoMARK	24			
Blaine County, Idaho	Amy Rivkin	13821	DS200	17	AutoMARK	15			
Blooming Grove, Town of, Wisconsin (Dane)	Michael Wolf	1318	DS200	1	AutoMARK	1			
Bloomington, City of, Minnesota (Hennepin)	Janet Lewis	55000	DS200	43	AutoMARK	36	DS850		1
Blount County, Alabama	Chris Green	32087	DS200	29	AutoMARK	27			Full Services
Blue Mounds, Town of, Wisconsin (Dane)	Helen Kahl	650	DS200	1	AutoMARK	1			
Blue Mounds, Village of, Wisconsin (Dane)	Mary Jo Michek	528	DS200	1	AutoMARK	1			
Botetourt County, Virginia	Traci Clark	22333	DS200	10	ExpressVote	9			
Bradford, Town of, Wisconsin (Rock)	Sandra Clarke	602	DS200	1	AutoMARK	1			
Braintree, Town of, Massachusetts	Jim Casey	25124	DS200	13	AutoMARK	12			
Brevard County, Florida	Clint Branch	381812	DS200	250	AutoMARK	30	DS850		3
Brighton, Town of, Wisconsin (Kenosha)	Linda Perona	1095	DS200	1	ExpressVote	1			

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Bristol, Town of, Wisconsin (Dane)	Sandy Klister	2453	DS200		1 AutoMARK				1	
Bristol, Village of, Wisconsin (Kenosha)	Amy Klemko	3404	DS200		2 ExpressVote				2	
Brookfield, City of, Wisconsin (Waukesha)	Kelly Michaels	29208	DS200		7 ExpressVote				7	
Brooklyn Center, City of, Minnesota (Hennepin)	Sharon Knutson	14994	DS200		10 AutoMARK				8	
Brooklyn Park, City of, Minnesota (Hennepin)	Devin Montero	37345	DS200		31 AutoMARK				26	
Brooklyn, Borough of, New York	Diane Hasslett-Rudiano	0	DS200	1520	AutoMARK			682		Full Services
Brooklyn, Village of, Wisconsin (Green/Dane)	Carol Strause	868	DS200		1 AutoMARK				1	
Brown County, Wisconsin	Sandy Juno	146310	DS200		6 AutoMARK				1	
Brown Deer, Village of, Wisconsin (Milwaukee)	Jill Kenda-Lubetski	8158	DS200		4 AutoMARK				3	
Buckingham County, Virginia	Margaret Thomas	9631	DS200		14 ExpressVote				12	
Buckland, Town of, Massachusetts	Janice Purington	1330	DS200		1 AutoMARK				1	
Bullock County, Alabama	James Tatum	7133	DS200		19 AutoMARK				17	Full Services
Buncombe County, North Carolina	Trena Parker	187650	DS200	120	AutoMARK			107 650		2
								DS850		2
Burke, Town of, Wisconsin (Dane)	Brenda Ayers	2256	DS200		1 AutoMARK				1	
Burns, Town of, Wisconsin (La Crosse)	Jane Esser	673	DS200		1 AutoMARK				1	
Butler County, Alabama	Steve Norman	12684	DS200		29 AutoMARK				25	Full Services
Butler, Village of, Wisconsin (Waukesha)	Kayla Chadwick	1230	DS200		1 ExpressVote				1	
Cabarrus County, North Carolina	Carol Soles	119911	DS200		4 AutoMARK			58 650		1
Calhoun County, Alabama	Alice Martin	65279	DS200		56 AutoMARK				50	Full Services
Calvert County, Maryland	Gail Hatfield	57299	DS200		42 ExpressVote				50	Full Services
Cameron, Town of, Wisconsin (Wood)	Chris Kessler	323	DS200		1 AutoMARK				1	
Campbell, Town of, Wisconsin (La Crosse)	Chadwick Hawkins	2962	DS200		1 AutoMARK				1	
Caroline County, Maryland	Allison Murphy	17765	DS200		16 ExpressVote				24	Full Services
Carroll County, Maryland	Gail Carter	108329	DS200		62 ExpressVote				80	Full Services
Carroll County, Ohio	Amanda Tubaugh	18693	DS200		26 AutoMARK				18 650	1
Carroll County, Virginia	Kim Cloud	17736	DS200		22 ExpressVote				21	
Cary, Town of, Wisconsin (Wood)	Patricia Lippert	272	DS200		1 AutoMARK				1	
Cascade County, Montana	Lynn DeRoche	53376	DS200		2 AutoMARK			10 DS850		1
Cassia County, Idaho	Joseph Larsen	10968	DS200		18 ExpressVote				18	
Cecil County, Maryland	Jessica Fleming	61262	DS200		35 ExpressVote				40	
Center, Town of, Wisconsin (Rock)	Devona Udulutch	765	DS200		1 AutoMARK				1	
Champlin, City of, Minnesota (Hennepin)	Roberta Colotti	13388	DS200		9 AutoMARK				5	
Charles County, Maryland	Tracy Dickerson	95194	DS200		65 ExpressVote				79	Full Services
Chenequa, Village of, Wisconsin (Waukesha)	Pam Little	428	DS200		1 ExpressVote				1	
Cherokee County, Alabama	Kirk Day	14230	DS200		27 AutoMARK				24	Full Services
Chilton County, Alabama	Robert Martin	25346	DS200		21 AutoMARK				20	Full Services
Clarke County, Alabama	Valerie Bradford-Davis	17819	DS200		32 AutoMARK				33	Full Services
Clarke County, Virginia	Barbara Bosserman	9571	DS200		11 ExpressVote				10	
Clay County, Florida	Chris Chambless	133305	DS200		80 ExpressVote			65 650		2
								DS850		2
Clearwater County, Idaho	Carrie Bird	5084	DS200		11 AutoMARK				15	
Cleburne County, Alabama	Ryan Robertson	8414	DS200		18 AutoMARK				18	Full Services
Clermont County, Ohio	Judith Miller	128268	DS200	182	AutoMARK			75 650		1
								DS850		1

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Cleveland County, North Carolina	Dayna Causby	63938	DS200		10 AutoMARK	35			
Clinton County, Iowa	Natalie Ehm	32462	DS200		28 ExpressVote	28 DS850		1	
Clinton, Township of, Wisconsin (Rock)	Mary Carlson	542	DS200		1 AutoMARK	1			
Clinton, Village of, Wisconsin (Rock)	Brett Klein	1250	DS200		1 AutoMARK	1			
Cochise County, Arizona	Katie Howard	80372	DS200		36 ExpressVote	120 DS850		1	
Coffee County, Alabama	Steve Blair	27972	DS200		35 AutoMARK	32			Full Services
Colbert County, Alabama	Daniel Rosser	32889	DS200		39 AutoMARK	38			Full Services
Cold Spring, Town of, Wisconsin (Jefferson)	Lisa Griep	498	DS200		1 AutoMARK	1			
Concord, Town of, Wisconsin (Jefferson)	Lloyd Zastrow	1388	DS200		1 AutoMARK	1			
Conecuh County, Alabama	Rogene Booker	9943	DS200		30 AutoMARK	29			Full Services
Coosa County, Alabama	Terry Mitchell	7528	DS200		15 AutoMARK	14			Full Services
Corcoran, City of, Minnesota (Hennepin)	Dan Donahue	3526	DS200		4 AutoMARK	3			
Covington County, Alabama	Benjamin Bowden	21834	DS200		31 AutoMARK	26			Full Services
Craven County, North Carolina	Meloni Wray	72011	DS200		40 AutoMARK	40 650		1	
Crenshaw County, Alabama	James Perdue	9109	DS200		21 AutoMARK	18			Full Services
Cross Plains, Town of, Wisconsin (Dane)	Nancy Meinhoz	1104	DS200		1 AutoMARK	1			
Cross Plains, Village of, Wisconsin (Dane)	Matt Schuenke	2471	DS200		1 AutoMARK	1			
Crystal, City of, Minnesota (Hennepin)	Christina Serres	13768	DS200		13 AutoMARK	11			
Cudahy, City of, Wisconsin (Milwaukee)	Dennis Broderick	11072	DS200		5 AutoMARK	5			
Cullman County, Alabama	Tammy Brown	48911	DS200		54 AutoMARK	56			Full Services
Cuyahoga County, Ohio	Shantiel Soeder	890367	DS200		1200 AutoMARK	635 DS850		5	
Dale County, Alabama	Sharon Michalic	27118	DS200		24 AutoMARK	22			Full Services
Dallas County, Alabama	Kimbrough (Kim) Ballard	28544	DS200		32 AutoMARK	34			Full Services
Dane County, Wisconsin	Scott McDonell	358843	DS200		2 AutoMARK	2			
Dane, Village of, Wisconsin (Dane)	Teresa Hughes Groves	598	DS200		1 AutoMARK	1			
Danville Election Commission, City of, Illinois	Will Nesbitt	17910	DS200		7 AutoMARK	30			
Dayton, City of, Minnesota (Hennepin)	Sandy Borders	2882	DS200		4 AutoMARK	4			
Deephaven, City of, Minnesota (Hennepin)	Dana Young	2672	DS200		3 AutoMARK	3			
Deerfield, Village of, Wisconsin (Dane)	Elizabeth McCredie	1456	DS200		1 AutoMARK	1			
Deforest, Village of, Wisconsin (Dane)	LuAnn Leggett	5364	DS200		2 AutoMARK	2			
Delafield, City of, Wisconsin (Waukesha)	Jeanne O'Brien	5046	DS200		1 ExpressVote	1			
Delafield, Town of, Wisconsin (Waukesha)	Mary Elsner	6181	DS200		4 ExpressVote	4			
Denmark, Village of, Wisconsin (Brown)	Milissa Stipe	1240	DS200		1 AutoMARK	1			
Depere, City of, Wisconsin (Brown)	Shana Defnet	17945	DS200		5 AutoMARK	4			
Dewey, Town of, Wisconsin (Portage)	Todd Pazdra	646	DS200		1 AutoMARK	1			
Dorchester County, Maryland	Gwendolyn Dales	19676	DS200		32 ExpressVote	33			Full Services
Dousman, Village of, Wisconsin (Waukesha)	Penny Nissen	1487	DS200		1 ExpressVote	1			
Duluth, City of, Minnesota (St Louis)	Jeffrey Cox	52136	DS200		42 AutoMARK	36			
Dunkirk, Town of, Wisconsin (Dane)	Melanie Huchthausen	1388	DS200		1 AutoMARK	1			
Duval County, Florida	Stan Bethea	563770	DS200		271 AutoMARK	280 DS850		4	
EAC-US Election Assistance Commission, DC	Jessica Myers	0	DS200		1 AutoMARK	1			
Eagle, Town of, Wisconsin (Waukesha)	Lynn Pepper	0	DS200		1 ExpressVote	1			
Eagle, Village of, Wisconsin (Waukesha)	Shirley Mealy		DS200		1 ExpressVote	1			
Eaton, Town of, Wisconsin (Brown)	Ann Potts	1012	DS200		1 AutoMARK	1			
Eden Prairie, City of, Minnesota (Hennepin)	Kathleen Porta	37064	DS200		23 AutoMARK	22			

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Edgerton, City of, Wisconsin (Rock)	Cindy Hegglund	3263	DS200		1 AutoMARK	1			
Edina, City of, Minnesota (Hennepin)	Debra Mangen	33236	DS200		25 AutoMARK	23			
Effingham County, Illinois	Kerry Hirtzel	22800	DS200		2 AutoMARK	38			
Elm Grove, Village of, Wisconsin (Waukesha)	Mary Stredni	5000	DS200		2 ExpressVote	2			
Elmore County, Alabama	John Enslin	45896	DS200		34 AutoMARK	30			Full Services
Erie County, New York	Mike Agostino	621198	DS200		576 AutoMARK	383 DS850			1 Full Services
ES&S Lombard, Illinois	Kim Kendall	0	DS200		1 AutoMARK	11 650			1
Escambia County, Alabama	Robert Agerton	21353	DS200		35 AutoMARK	31			Full Services
Escambia County, Florida	David Stafford	200597	DS200		136 AutoMARK	90 DS850			2
Etowah County, Alabama	Bobby Junkins	59216	DS200		55 AutoMARK	45			Full Services
Evansville, City of, Wisconsin (Rock)	Judy Walton	3087	DS200		1 AutoMARK	1			
Excelsior, City of, Minnesota (Hennepin)	Ann Orlofsky	1407	DS200		1 AutoMARK	2			
Fairfax County, Virginia	Cameron Quinn	680807	DS200		525 ExpressVote	597 DS850			1
Faribault County, Minnesota	John Thompson	8671	DS200		1 AutoMARK	20			
Farmington, Town of, Wisconsin (Jefferson)	Tami Latsch	988	DS200		1 AutoMARK	1			
Farmington, Town of, Wisconsin (La Crosse)	Betty Sacia	1211	DS200		1 AutoMARK	1			
Fauquier County, Virginia	Alexander Ables	42905	DS200		24 ExpressVote	23			
Fayette County, Alabama	William Oswalt	10538	DS200		30 AutoMARK	31			Full Services
Fayette County, Ohio	Beth Ann Snyder	15813	DS200		24 AutoMARK	23 650			1
Fitchburg, City of, Wisconsin (Dane)	Linda Cory	15416	DS200		7 AutoMARK	4			
Footville, Village of, Wisconsin (Rock)	Christine Carlson	499	DS200		1 AutoMARK	1			
Fort Atkinson, City of, Wisconsin (Jefferson)	Michelle Ebbert	7075	DS200		3 AutoMARK	1			
Fox Point, Village of, Wisconsin (Milwaukee)	Kelly Meyer	5281	DS200		2 AutoMARK	2			
Franklin County, Alabama	Barry Moore	16755	DS200		27 AutoMARK	25			Full Services
Franklin, City of, Wisconsin (Milwaukee)	Sandra Wesolowski	22328	DS200		7 AutoMARK	6			
Frederick County, Maryland	Stuart Harvey	144937	DS200		87 ExpressVote	114 DS850			1 Full Services
Fremont County, Idaho	Lori Lewis	7528	DS200		14 ExpressVote	14			
Fremont County, Wyoming	Margy Irvine	17780	DS200		4 AutoMARK	25 650			1
Fulton, Town of, Wisconsin (Rock)	Connie Zimmerman	2290	DS200		1 AutoMARK	1			
Garrett County, Maryland	Fred Sanders	18414	DS200		32 ExpressVote	34			Full Services
Gaston County, North Carolina	Adam Ragan	136784	DS200		59 AutoMARK	55 650			1
Gates County, North Carolina	Clytia Johnson	8626	DS200		9 AutoMARK	9			
Gem County, Idaho	Shelly Tilton	10385	DS200		14 AutoMARK	14			
Genesee, Town of, Wisconsin (Waukesha)	Barbara Whitmore	0	DS200		1 ExpressVote	1			
Geneva County, Alabama	Fredrick Hamic Sr	15477	DS200		28 AutoMARK	27			Full Services
Glendale, City of, Wisconsin (Milwaukee)	Karen Couillard		DS200		7 AutoMARK	6			
Glenmore, Town of, Wisconsin (Brown)	Cindy Ossmann	769	DS200		1 AutoMARK	1			
Golden Valley, City of, Minnesota (Hennepin)	Sue Virnig	14727	DS200		11 AutoMARK	9			
Goochland County, Virginia	Frances Ragland	15371	DS200		12 AutoMARK	2			
					ExpressVote	11			
Grand Rapids, Town of, Wisconsin (Wood)	Judy McLellan	5184	DS200		1 AutoMARK	1			
Granville County, North Carolina	Tonya Burnette	37061	DS200		2 AutoMARK	23 650			1
Green Bay, City of, Wisconsin (Brown)	Kris Teske	54253	DS200		40 AutoMARK	46			
Green Bay, Town of, Wisconsin (Brown)	Debbie Mercier	1315	DS200		1 AutoMARK	1			
Greendale, Village of, Wisconsin (Milwaukee)	Sara Bruckman		DS200		6 AutoMARK	5			

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Greene County, Alabama	Earlean Isaac	7240	DS200	17	AutoMARK	16			Full Services
Greenfield, City of, Minnesota (Hennepin)	Bonnie Ritter	1686	DS200	2	AutoMARK	2			
Greenfield, City of, Wisconsin (Milwaukee)	Jennifer Goergen	22473	DS200	11	AutoMARK	7			
Greenfield, Town of, Wisconsin (La Crosse)	Lois Meinking	1300	DS200	1	AutoMARK	1			
Greenlee County, Arizona	Yvonne Pearson	4362	DS200	9	ExpressVote	21			
Greenwood, City of, Minnesota (Hennepin)	Dana Young	757	DS200	2	AutoMARK	1			
Hale County, Alabama	Arthur Crawford	11831	DS200	18	AutoMARK	16			Full Services
Hales Corners, Village of, Wisconsin (Milwaukee)	Jamie Salentine	5277	DS200	4	AutoMARK	1			
Hamilton, Town of, Wisconsin (La Crosse)	Sara Schultz	1665	DS200	1	AutoMARK	1			
Hampton, City of, Virginia	Tara Morgan	81376	DS200	46	ExpressVote	36			
Hancock County, Indiana	Marcia Moore	50198	DS200	14	ExpressVote	45	650		1
Hanover, City of, Minnesota (Hennepin)	Brian Hagen	1620	DS200	2	AutoMARK	2			
Harford County, Maryland	Dale Livingston	156439	DS200	90	ExpressVote	134	DS850		1 Full Services
Harmony, Town of, Wisconsin (Rock)	Lisa Tollefson	1712	DS200	1	AutoMARK	1			
Harrisonburg, City of, Virginia	Debbie Logan	20940	DS200	9	AutoMARK	8			
Harvard, Town of, Massachusetts	Janet Vellante	4287	DS200	1	AutoMARK	1			
Hebron, Town of, Wisconsin (Jefferson)	Kathleen Gross	705	DS200	1	AutoMARK	1			
Hennepin County, Minnesota	Ginny Gelms	678018	DS200	28	AutoMARK	34	DS850		1
Henrico County, Virginia	Mark Coakley	193552	DS200	105	ExpressVote	103			
Henry County, Alabama	David Money	11431	DS200	18	AutoMARK	14			Full Services
Hinds County, Mississippi	Connie Cochran	0	DS200	160	AutoMARK	119	DS850		1
Hobart, Village of, Wisconsin (Brown)	Mary Smith	4458	DS200	2	AutoMARK	1			
Holland, Town of, Wisconsin (Brown)	William Clancy	1006	DS200	1	AutoMARK	1			
Holland, Town of, Wisconsin (La Crosse)	Marilyn Pedretti	2514	DS200	1	AutoMARK	1			
Holmen, Village of, Wisconsin (La Crosse)	Angela Hornberg	5313	DS200	2	AutoMARK	1			
Hopkins, City of, Minnesota (Hennepin)	Amy Domeier	8969	DS200	10	AutoMARK	9			
Houston County, Alabama	Patrick Davenport	57763	DS200	3	AutoMARK	32			Full Services
Howard County, Maryland	Guy Mickley	184152	DS200	139	ExpressVote	199	DS850		1 Full Services
Howard, Village of, Wisconsin (Brown)	Christopher Haltom	10172	DS200	4	AutoMARK	3			
Hull, Town of, Wisconsin (Portage)	Janet Wolle	3692	DS200	2	AutoMARK	1			
Humboldt, Town of, Wisconsin (Brown)	Judy Baierl	869	DS200	1	AutoMARK	1			
Independence, City of, Minnesota (Hennepin)	Beth Horner	2449	DS200	2	AutoMARK	2			
Iredell County, North Carolina	Rebecca Galliher	110500	DS200	6	AutoMARK	30			
Ixonia, Town of, Wisconsin (Jefferson)	Donna Hann	2947	DS200	1	AutoMARK	1			
Jackson County, Alabama	Victor Manning	33710	DS200	45	AutoMARK	40			Full Services
Janesville, City of, Wisconsin (Rock)	Jean Ann Wulf	37058	DS200	12	AutoMARK	10			
Janesville, Town of, Wisconsin (Rock)	Linda Fewell	2506	DS200	1	AutoMARK	1			
Jasper County, Iowa	Tina Mulgrew	24528	DS200	22	ExpressVote	22	DS850		1
Jefferson County, Alabama	Sid Browning	404487	DS200	440	AutoMARK	206	650 DS850		2 Full Services 3
Jefferson County, Wisconsin	Barbara Frank	51165	DS200	2	AutoMARK	1			
Jefferson, City of, Wisconsin (Jefferson)	Tanya Stewart	4304	DS200	2	AutoMARK	1			
Jefferson, Township of, Wisconsin (Jefferson)	Bonnie Ames	1311	DS200	1	AutoMARK	1			
Jennings County, Indiana	Brenda King	18040	DS200	22	AutoMARK	20			
Jersey County, Illinois	Pam Warford	17300	DS200	2	AutoMARK	26			

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Johnson Creek, Village of, Wisconsin (Jefferson)	Joan Dykstra	1746	DS200		1 AutoMARK		1		
Johnston County, North Carolina	Leigh Anne Price	108561	DS200		50 AutoMARK		54		
Johnstown, Town of, Wisconsin (Rock)	Mary Mawhinney	519	DS200		1 AutoMARK		1		
Jones County, Iowa	Janine Sulzner	13319	DS200		18 ExpressVote		16		
Kenosha County, Wisconsin	Mary Schuck-Krebs	92994	DS200		2 ExpressVote		2		
Kenosha, City of, Wisconsin (Kenosha)	Debra Salas	52149	DS200		30 ExpressVote		30		
Kent County, Maryland	Cheemondia Blake	12362	DS200		19 ExpressVote		22		Full Services
King William County, Virginia	Susan Mickens	10568	DS200		9 ExpressVote		9		
Koshkonong, Town of, Wisconsin (Jefferson)	Kim Cheney	2452	DS200		1 AutoMARK		1		
La Crosse, City of, Wisconsin (La Crosse)	Teri Lehrke	34423	DS200		18 AutoMARK		17		
Lac La Belle, Village of, Wisconsin (Waukesha)	Denise Protzmann		DS200		1 ExpressVote		1		
Lake County, Illinois	Carla Wyckoff	404600	DS200		34 AutoMARK		226 650		2
Lake Mills, City of, Wisconsin (Jefferson)	Jim Heilman	3870	DS200		2 AutoMARK		1		
Lake Mills, Town of, Wisconsin (Jefferson)	Robin Untz	1427	DS200		1 AutoMARK		1		
Lanark, Town of, Wisconsin (Portage)	Cheryl Leatherman	976	DS200		1 AutoMARK		1		
Lannon, Village of, Wisconsin (Waukesha)	Brenda Klemmer	788	DS200		1 ExpressVote		1		
LaPrairie, Town of, Wisconsin (Rock)	LaGena Crawford	508	DS200		1 AutoMARK		1		
Latah County, Idaho	Henrienne K. Westberg	24848	DS200		2 AutoMARK		27 650		1
					ExpressVote		2		
Lauderdale County, Alabama	Kristy Thompson	51862	DS200		42 AutoMARK		35		Full Services
Lawrence County, Alabama	Mike Praytor	21444	DS200		32 AutoMARK		32		Full Services
Lawrence, Town of, Wisconsin (Brown)	Jennifer Messerschmidt	2947	DS200		2 AutoMARK		1		
Ledgeview, Town of, Wisconsin (Brown)	Sarah Burdette	4474	DS200		2 AutoMARK		1		
Lee County, Alabama	Bill English	82773	DS200		40 AutoMARK		26		Full Services
Lee County, Iowa	Denise Fraise	23150	DS200		25 ExpressVote		24		
Liberty County, Florida	Gina McDowell	4416	DS200		10 AutoMARK		8		
Lima, Town of, Wisconsin (Rock)	Pam Hookstead	723	DS200		1 AutoMARK		1		
Limestone County, Alabama	Charles Woodroof	46386	DS200		36 AutoMARK		28		Full Services
Lincoln County, North Carolina	Bradley Putnam	53505	DS200		28 AutoMARK		39 650		1
							DS850		1
Lincoln County, Wisconsin	Christopher Marlowe	17617	DS200		25 AutoMARK		25		
Lincoln, Town of, Wisconsin (Wood)	Kathleen Lindgren	1084	DS200		1 AutoMARK		1		
Lino Lakes, City of, Minnesota (Anoka)	Julie Bartell	11050	DS200		7 AutoMARK		1		
Lisbon, Town of, Wisconsin (Waukesha)	Matt Janecke	0	DS200		3 ExpressVote		3		
Long Lake, City of, Minnesota (Hennepin)	Jeanette Moeller	1222	DS200		2 AutoMARK		2		
Loretto, City of, Minnesota (Hennepin)	Mary Schneider	424	DS200		1 AutoMARK		1		
Lowndes County, Alabama	John Hulett	9627	DS200		15 AutoMARK		13		Full Services
Lunenburg County, Virginia	Carolyn Parsons	7517	DS200		13 ExpressVote		13		
Macon County, Alabama	Alfonza Menefee	16223	DS200		20 AutoMARK		17		Full Services
Madison County, Alabama	Tommy Ragland	194016	DS200		99 AutoMARK		92 DS850		1 Full Services
Madison County, Idaho	Kim Muir	19306	DS200		20 AutoMARK		21		
Madison, Town of, Wisconsin (Dane)	Renee Schwass	3288	DS200		2 AutoMARK		2		
Magnolia, Township of, Wisconsin (Rock)	Grace Ann Toberman	417	DS200		1 AutoMARK		1		
Mahoning County, Ohio	Joyce Kale-Pesta	165857	DS200		140 AutoMARK		85 DS850		2
Manatee County, Florida	Michael Bennett	0	DS200		15 ExpressVote		15 DS850		1

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Manhattan, Borough of, New York	Claudia Polk	0	DS200	1248	AutoMARK	583			
Maple Bluff, Village of, Wisconsin (Dane)	Sarah Danz	1144	DS200	1	AutoMARK	1			
Maple Grove, City of, Minnesota (Hennepin)	Stevie Koll-Anderson	36478	DS200	31	AutoMARK	25	DS850	1	
Maple Plain, City of, Minnesota (Hennepin)	Maggie McCallum	1096	DS200	2	AutoMARK	2			
Marengo County, Alabama	Laurie Hall	15392	DS200	25	AutoMARK	26			Full Services
Marion County, Alabama	Rocky Ridings	18245	DS200	24	AutoMARK	20			Full Services
Marion County, Florida	Wesley Wilcox	224164	DS200	185	ExpressVote	200	650 DS850	3 3	
Marshall County, Alabama	Tim Mitchell	47423	DS200	48	AutoMARK	40			Full Services
Marshall, Village of, Wisconsin (Dane)	Michelle Murphy	2050	DS200	1	AutoMARK	1			
Marshfield, City of, Wisconsin (Wood)	Deb Hall	10808	DS200	4	AutoMARK	4			
Marshfield, Town of, Wisconsin (Wood)	Janet Meyer	510	DS200	1	AutoMARK	1			
Mazomanie, Town of, Wisconsin (Dane)	Maria VanCleve	770	DS200	1	AutoMARK	1			
McFarland, Village of, Wisconsin (Dane)	Tracey Berman	5492	DS200	2	AutoMARK	1			
Medary, Town of, Wisconsin (La Crosse)	Terry Houlihan	1075	DS200	1	AutoMARK	1			
Medicine Lake, City of, Minnesota (Hennepin)	Nancy Pauly	274	DS200	1	AutoMARK	1			
Medina, City of, Minnesota (Hennepin)	Jodi Gallup	3140	DS200	4	AutoMARK	2			
Medina, Town of, Wisconsin (Dane)	Patrick LaMahieu	858	DS200	1	AutoMARK	1			
Mendon, Town of, Massachusetts	Margaret Bonderenko	4268	DS200	1	AutoMARK	1			
Menomonee Falls, Village of, Wisconsin (Waukesha)	Janice Moyer	24378	DS200	8	AutoMARK ExpressVote	11 8			
Merton, Town of, Wisconsin (Waukesha)	Nathan Bright	6212	DS200	2	ExpressVote	2			
Merton, Village of, Wisconsin (Waukesha)	Thomas Nelson		DS200	1	ExpressVote	1			
Middleton, City of, Wisconsin (Dane)	Lorie Burnes	13211	DS200	4	AutoMARK	4			
Middleton, Town of, Wisconsin (Dane)	David Shaw	4403	DS200	1	AutoMARK	1			
Milford, Town of, Wisconsin (Jefferson)	Karen Schadt	724	DS200	1	AutoMARK	1			
Milladore, Town of, Wisconsin (Wood)	Kenneth Manlick	425	DS200	1	AutoMARK	1			
Milladore, Village of, Wisconsin (Portage/Wood)	Sue Mancl	167	DS200	1	AutoMARK	1			
Milton, City of, Wisconsin (Rock)	Elena Hilby	3359	DS200	1	AutoMARK	1			
Milton, Town of, Wisconsin (Rock)	Sandra Kunkel	1897	DS200	1	AutoMARK	1			
Milwaukee County, Wisconsin	Suzette Emmer	562615	DS200	7	AutoMARK	2			
Mineral County, Montana	Staci Hayes	3021	DS200	2	AutoMARK	7			
Minneapolis, City of, Minnesota (Hennepin)	Grace Wachlarowicz	222962	DS200	144	AutoMARK	144			
Minnetonka Beach, City of, Minnesota (Hennepin)	Heidi Honey	416	DS200	1	AutoMARK	1			
Minnetonka, City of, Minnesota (Hennepin)	Laura Ronbeck	34755	DS200	27	AutoMARK	30			
Minnetrista, City of, Minnesota (Hennepin)	Kris Linquist	3706	DS200	5	AutoMARK	5			
Monona, City of, Wisconsin (Dane)	Joan Andrusz	6163	DS200	2	AutoMARK	2			
Monongalia County, West Virginia	Carye Blaney	55837	DS200	60	ExpressVote	280			
Monroe County, Alabama	Greg Norris	14880	DS200	36	AutoMARK	32			Full Services
Monroe County, Ohio	Betty Rousenberg	10322	DS200	10	AutoMARK	21			
Montgomery County, Maryland	Margaret Jurgensen	600524	DS200	369	ExpressVote	534	DS850	1	Full Services
Montrose, Town of, Wisconsin (Dane)	Julie Bigler	776	DS200	1	AutoMARK	1			
Morgan County, Alabama	Greg Cain	66745	DS200	61	AutoMARK	47			Full Services
Morrison, Town of, Wisconsin (Brown)	Colleen Magley	1031	DS200	1	AutoMARK	1			
Mound, City of, Minnesota (Hennepin)	Catherine Pausche	5903	DS200	5	AutoMARK	6			

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Mount Horeb, Village of, Wisconsin (Dane)	Alyssa Gross	4589	DS200		2 AutoMARK	2			
Mukwonago, Town of, Wisconsin (Waukesha)	Kathy Karalewitz		DS200		2 ExpressVote	2			
Mukwonago, Village of, Wisconsin (Waukesha)	Steve Braatz, Jr.	4668	DS200		1 AutoMARK ExpressVote	1 1			
Muskego, City of, Wisconsin (Waukesha)	Sharon Mueller	17420	DS200		8 ExpressVote	8			
Nash County, North Carolina	John Kearney	68631	DS200		2 AutoMARK	30	650		1
Nashotah, Village of, Wisconsin (Waukesha)	Cynthia Pfeifer		DS200		1 ExpressVote	1			
Nassau County, Florida	Vicki Cannon	52112	DS200		39 AutoMARK	25	DS850		2
Nassau County, New York	Carol Busketta	921658	DS200	1300	AutoMARK	450			Full Services
Nekoosa, City of, Wisconsin (Wood)	Joseph Rusch II	1323	DS200		1 AutoMARK	1			
New Bedford, City of, Massachusetts	Maria Tomasia	53519	DS200		42 AutoMARK	42			
New Berlin, City of, Wisconsin (Waukesha)	Kari Morgan		DS200		9 ExpressVote	8			
New Denmark, Town of, Wisconsin (Brown)	Michelle Wallerius	1052	DS200		1 AutoMARK	1			
New Hope, City of, Minnesota (Hennepin)	Valerie Leone	11973	DS200		9 AutoMARK	9			
New York, City of, New York	Michael Ryan	4391771	DS200		50 AutoMARK	5	DS850		14 Full Services
Newark, Town of, Wisconsin (Rock)	Jeannette Bell	1041	DS200		1 AutoMARK	1			
Newport News, City of, Virginia	Leslie Whitney	102061	DS200		65 ExpressVote	55			
North Prairie, Village of, Wisconsin (Waukesha)	Rhoda Bagley		DS200		1 ExpressVote	1			
Oak Creek, City of, Wisconsin (Milwaukee)	Catherine Roeske	21084	DS200		7 AutoMARK	6			
Oakland, Town of, Wisconsin (Jefferson)	Veronica Heenan	2168	DS200		1 AutoMARK	1			
Oconomowoc Lake, Village of, Wisconsin (Waukesha)	Jennifer Moore		DS200		1 ExpressVote	1			
Oconomowoc, City of, Wisconsin (Waukesha)	Diane Coenen	10610	DS200		4 ExpressVote	4			
Oconomowoc, Town of, Wisconsin (Waukesha)	Lori Opitz		DS200		3 ExpressVote	3			
Okaloosa County, Florida	Paul Lux	131280	DS200		60 AutoMARK	60	DS850		1
Onalaska, City of, Wisconsin (La Crosse)	Cari Burmaster	11286	DS200		3 AutoMARK	2			
Onalaska, Town of, Wisconsin (La Crosse)	Melissa Erdman	3923	DS200		1 AutoMARK	1			
Oneida County, Idaho	Lon Colton	2746	DS200		6 ExpressVote	4			
Orange County, Florida	Bill Cowles	695243	DS200		320 ExpressVote	260	DS850		5
Oregon, Town of, Wisconsin (Dane)	Denise Arnold	2371	DS200		1 AutoMARK	1			
Oregon, Village of, Wisconsin (Dane)	Peggy Haag	6477	DS200		3 AutoMARK	3			
Orfordville, Village of, Wisconsin (Rock)	Sherri Waege	821	DS200		1 AutoMARK	1			
Orono, City of, Minnesota (Hennepin)	Diane Tiegs	5411	DS200		5 AutoMARK	5			
Osceola County, Florida	Alan Ortega	165785	DS200		75 AutoMARK	55	DS850		2
Osseo, City of, Minnesota (Hennepin)	LeAnn Larson	1440	DS200		1 AutoMARK	2			
Ottawa, Town of, Wisconsin (Waukesha)	Melissa Klein	0	DS200		1 ExpressVote	1			
Paddock Lake, Village of, Wisconsin (Kenosha)	Emily Uhlenhake	2089	DS200		1 ExpressVote	1			
Palmyra, Town of, Wisconsin (Jefferson)	Kathryn Oleson	846	DS200		1 AutoMARK	1			
Palmyra, Village of, Wisconsin (Jefferson)	Laurie Mueller	1056	DS200		1 AutoMARK	1			
Paris, Town of, Wisconsin (Kenosha)	Beverly MCumber	1164	DS200		1 ExpressVote	1			
Pasco County, Florida	Brian Corley	311334	DS200		192 ExpressVote	125	DS850		2
Payette County, Idaho	Betty Dressen	11678	DS200		11 AutoMARK ExpressVote	11 10			
Perry County, Alabama	Eldora Anderson	8400	DS200		19 AutoMARK	15			Full Services
Perry, Town of, Wisconsin (Dane)	Mary Price	543	DS200		1 AutoMARK	1			
Pewaukee, Village of, Wisconsin (Waukesha)	Nancy Zastrow		DS200		2 ExpressVote	2			

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Pike County, Alabama	Wes Allen	18702	DS200	36	AutoMARK	29			Full Services
Pinellas County, Florida	Ken Lanphar	629399	DS200	471	AutoMARK	324	DS850	3	
Pittsfield, Town of, Wisconsin (Brown)	Janet Bodart	1757	DS200	1	AutoMARK	1			
Pittsville, City of, Wisconsin (Wood)	Tami Hahn	506	DS200	1	AutoMARK	1			
Pittsylvania County, Virginia	Kelly Bailless	40310	DS200	32	AutoMARK	30			
Pleasant Prairie, Village of, Wisconsin (Kenosha)	Jane Romanowski	12387	DS200	7	ExpressVote	6			
Pleasant Springs, Town of, Wisconsin (Dane)	Cassandra Suettinger	2312	DS200	1	AutoMARK	1			
Plover, Town of, Wisconsin (Portage)	Joan Scheider	983	DS200	1	AutoMARK	1			
Plover, Village of, Wisconsin (Portage)	Karen Swanson	7476	DS200	3	AutoMARK	1			
Plymouth, City of, Minnesota (Hennepin)	Sandra Engdahl	44064	DS200	28	AutoMARK	28	DS850	1	
Plymouth, Town of, Wisconsin (Rock)	Sue Douglas	810	DS200	1	AutoMARK	1			
Pondera County, Montana	Kody Farkell	3642	DS200	3	AutoMARK	9			
Port Edwards, Town of, Wisconsin (Wood)	Sharon Stelmacher	790	DS200	1	AutoMARK	1			
Port Edwards, Village of, Wisconsin (Wood)	Diane Tremmel	1116	DS200	1	AutoMARK	1			
Porter, Town of, Wisconsin (Rock)	Nancy Towns	715	DS200	1	AutoMARK	1			
Pottawattamie County, Iowa	Kristi Everett	56909	DS200	45	ExpressVote	41	DS850	1	
Primrose, Town of, Wisconsin (Dane)	Jamie Baker	511	DS200	1	AutoMARK	1			
Prince Georges County, Maryland	Kevin Bryant	553385	DS200	350	ExpressVote	562	DS850	2	Full Services
Pulaski, Village of, Wisconsin (Brown)	Karen Ostrowski	1764	DS200	1	AutoMARK	1			
Queen Annes County, Maryland	Kyle Robinson	31540	DS200	26	ExpressVote	41			Full Services
Queens, Borough of, New York	Barb Conacchio	0	DS200	1233	AutoMARK	524			Full Services
Randall, Town of, Wisconsin (Kenosha)	Phyllis Kaskin	2314	DS200	1	ExpressVote	1			
Randolph County, North Carolina	Melissa Johnson	91772	DS200	5	AutoMARK	49	650	1	
Richfield, City of, Minnesota (Hennepin)	Elizabeth VanHoose	20181	DS200	12	AutoMARK	10			
Richfield, Town of, Wisconsin (Wood)	Gerald Taylor	938	DS200	1	AutoMARK	1			
Richmond, City of, Virginia	J Showalter	118346	DS200	23	ExpressVote	75			
River Hills, Village of, Wisconsin (Milwaukee)	Chris Lear	1500	DS200	1	AutoMARK	1			
Robbinsdale, City of, Minnesota (Hennepin)	Tom Marshall	8625	DS200	6	AutoMARK	5			
Rochester, Town of, Massachusetts	Naida Parker	4065	DS200	1	AutoMARK	1			
Rock County, Wisconsin	Lisa Tollefson	93224	DS200	1	AutoMARK	1			
Rock, Town of, Wisconsin (Rock)	Deborah Bennett	1705	DS200	1	AutoMARK	1			
Rock, Town of, Wisconsin (Wood)	Jill Wrench	562	DS200	1	AutoMARK	1			
Rockdale, Village of, Wisconsin (Dane)	Peggy Keach	129	DS200	1	AutoMARK	1			
Rockford Election Commission, City of, Illinois	Ken Harper	85055	DS200	54	AutoMARK	44			
Rockford, City of, Minnesota (Hennepin)	Audra Etzel	2297	DS200	2	AutoMARK	3			
Rockland County, New York	Louis Babcock	182252	DS200	165	AutoMARK	120			
Rockland, Town of, Wisconsin (Brown)	Jann Charette	1169	DS200	1	AutoMARK	1			
Rockland, Village of, Wisconsin (La Crosse)	Sue Donskey	341	DS200	1	AutoMARK	1			
Rogers, City of, Minnesota (Hennepin)	Stacy Scharber	4243	DS200	4	AutoMARK	5			
Roosevelt County, Montana	Cheryl Hansen	6207	DS200	3	AutoMARK	11			
Rowan County, North Carolina	Nancy Evans	94469	DS200	10	AutoMARK	48			
Rudolph, Town of, Wisconsin (Wood)	Amy Arnold	689	DS200	1	AutoMARK	1			
Russell County, Alabama	Alford Harden Jr	29928	DS200	23	AutoMARK	20			Full Services
Rutland, Town of, Wisconsin (Dane)	Dawn George	1409	DS200	1	AutoMARK	1			
Salem, Village of, Wisconsin (Kenosha)	Cynthia Ernest	6226	DS200	4	ExpressVote	8			

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Santa Rosa County, Florida	Tappie Villane	117212	DS200	49			650	2	
							650	2	
Saratoga, Town of, Wisconsin (Wood)	Heidi Kawleski	3117	DS200		1 AutoMARK		1		
Sauk County, Wisconsin	Becky Evert	0	DS200		39 ExpressVote		39		
Schenectady County, New York	Art Brassard	97037	DS200	105	AutoMARK		76		Full Services
Scott, Town of, Wisconsin (Brown)	John Roth	2542	DS200		1 AutoMARK		1		
Shelby County, Alabama	James Fuhrmeister	116823	DS200	79	AutoMARK		51 DS850		1 Full Services
Shelby County, Ohio	Dawn Billing	32254	DS200		2 AutoMARK		23		
Shelby, Town of, Wisconsin (La Crosse)	Michelle Kind	3528	DS200		1 AutoMARK		1		
Sherry, Town of, Wisconsin (Wood)	Rosie Ewoldt	509	DS200		1 AutoMARK		1		
Shorewood Hills, Village of, Wisconsin (Dane)	Colleen Albrecht	1414	DS200		1 AutoMARK		1		
Shorewood, City of, Minnesota (Hennepin)	Jean Panchyshyn	5101	DS200		5 AutoMARK		5		
Shorewood, Village of, Wisconsin (Milwaukee)	Tanya O'Malley	10354	DS200		3 AutoMARK		3		
Sigel, Town of, Wisconsin (Wood)	Sandra Nieman	660	DS200		1 AutoMARK		1		
Silver Lake, Village of, Wisconsin (Kenosha)	Terry Faber	1389	DS200		1 ExpressVote		1		
Somers, Village of, Wisconsin (Kenosha)	Tim Kitzman	7576	DS200		4 ExpressVote		2		
Somerset County, Maryland	Joanne Emely	13345	DS200		25 ExpressVote		26		
Somerset, Town of, Massachusetts	Dolores Berge	13406	DS200		5 AutoMARK		5		
South Milwaukee, City of Wisconsin (Milwaukee)	Jim Shelenske	14318	DS200		5 AutoMARK		4		
Southampton County, Virginia	Peggy Davis	0	DS200		15 ExpressVote		15		
Spring Park, City of, Minnesota (Hennepin)	Wendy Lewin	940	DS200		2 AutoMARK		2		
Spring Valley, Town of, Wisconsin (Rock)	Julie Gerke	481	DS200		1 AutoMARK		1		
Springfield, Town of, Wisconsin (Dane)	Carolyn Hacker	1854	DS200		1 AutoMARK		1		
St Anthony, City of, Minnesota (Hennepin)	Barb Suci	5527	DS200		3 AutoMARK		3		
St Bonifacius, City of, Minnesota (Hennepin)	Brenda Fisk	1397	DS200		1 AutoMARK		1		
St Clair County, Alabama	Mike Bowling, Jr.	50166	DS200		41 AutoMARK		33		Full Services
St Croix, Virgin Islands	Caroline Fawkes	0	DS200		21 AutoMARK		21		
St Francis, City of, Wisconsin (Milwaukee)	Anne Uecker		DS200		3 AutoMARK		3		
St Johns County, Florida	Wayne Fusco	153195	DS200	80	ExpressVote		46 DS850		2
St Louis Park, City of, Minnesota (Hennepin)	Melissa Kennedy	33000	DS200		21 AutoMARK		19		
St Marys County, Maryland	Wendy Adkins	62066	DS200		50 ExpressVote		58		Full Services
St Thomas, Virgin Islands	Caroline Fawkes	0	DS200		22 AutoMARK		22		
Stafford County, Virginia	Greg Riddlemoser	74899	DS200		33 ExpressVote		36		
Stanly County, North Carolina	Kimberly Wilson	40484	DS200		36 AutoMARK		29		
State of Maryland	Paul Aumayr	3602159	DS200		5 ExpressVote		29		Full Services
Staten Island, Borough of, New York	Sheila DeGiorno	0	DS200		334 AutoMARK		138		Full Services
Stevens Point, City of, Wisconsin (Portage)	John Moe	18235	DS200		12 AutoMARK		11		
Stockton, Town of, Wisconsin (Portage)	Lauri Novotny	1988	DS200		1 AutoMARK		1		
Stoughton, City of, Wisconsin (Dane)	Lana Kropf	8261	DS200		4 AutoMARK		4		
Suamico, Village of, Wisconsin (Brown)	Bonnie Swan	7630	DS200		3 AutoMARK		2		
Sullivan, Town of, Wisconsin (Jefferson)	Dawn Lynn	1496	DS200		1 AutoMARK		1		
Sullivan, Village of, Wisconsin (Jefferson)	Dale Horton	408	DS200		1 AutoMARK		1		
Summit, Village of, Wisconsin (Waukesha)	Debbie Michael		DS200		1 ExpressVote		1		
Sumner, Town of, Wisconsin (Jefferson)	Barbara McGann	592	DS200		1 AutoMARK		1		
Sun Prairie, City of, Wisconsin (Dane)	Diane Hermann-Brown	18347	DS200		5 AutoMARK		4		

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						<u>Device Qty</u>	<u>Central Count Tabulator Type</u>	<u>Central Count Tabulator Qty</u>	
Sun Prairie, Town of, Wisconsin (Dane)	Jo Ann Ramsfield	1502	DS200		1 AutoMARK	1			
Sussex, Village of, Wisconsin (Waukesha)	Susan Freihelt		DS200		4 ExpressVote	2			
Talbot County, Maryland	Sabrina Fishell	24806	DS200		22 ExpressVote	31			Full Services
Talladega County, Alabama	Billy Atkinson	47018	DS200		36 AutoMARK	31			Full Services
Tallapoosa County, Alabama	Leon Archer	26325	DS200		32 AutoMARK	30			Full Services
Teton County, Montana	Paula Jaconetty	3994	DS200		2 AutoMARK	6			
The Bronx, Borough of, New York	Marricka Scott-McFadden	0	DS200		782 AutoMARK	356			Full Services
Tisbury, Town of, Massachusetts	J. Hillary Conklin	3386	DS200		1 AutoMARK	1			
Tonka Bay, City of, Minnesota (Hennepin)	Clare Link	1100	DS200		1 AutoMARK	2			
Toole County, Montana	Treva Nelson	2764	DS200		3 AutoMARK	7			
Turtle, Town of, Wisconsin (Rock)	Deborah Bennett	1648	DS200		1 AutoMARK	1			
Tuscaloosa County, Alabama	W. Hardy McCollum	106061	DS200	105	AutoMARK	60	DS850		1 Full Services
Twin Lakes, Village of, Wisconsin (Kenosha)	Kathleen Richardson	3478	DS200		1 ExpressVote	1			
Union, Town of, Wisconsin (Rock)	Regina Ylvisaker	1285	DS200		1 AutoMARK	1			
Valley County, Montana	Lynne Nyquist	4790	DS200		3 AutoMARK	8			
Vernon, Town of, Wisconsin (Waukesha)	Karen Schuh		DS200		2 ExpressVote	2			
Verona, City of, Wisconsin (Dane)	Kami Scofield	7663	DS200		2 AutoMARK	2			
Verona, Town of, Wisconsin (Dane)	Tammy Dresser	1487	DS200		1 AutoMARK	1			
Vesper, Village of, Wisconsin (Wood)	Dixie Slovensky	341	DS200		1 AutoMARK	1			
Vienna, Town of, Wisconsin (Dane)	Shawn Haney	1026	DS200		1 AutoMARK	1			
Virginia Beach, City of, Virginia	Christine Lewis	265681	DS200	120	ExpressVote	120			
Volusia County, Florida	Ann McFall	330721	DS200	163	ExpressVote	156	DS850		3
Wales, Village of, Wisconsin (Waukesha)	Gail Tamez		DS200		1 ExpressVote	1			
Washington County, Alabama	Nick Williams	12645	DS200		22 AutoMARK	36			
Washington County, Florida	Carol Rudd	14706	DS200		AutoMARK	24			
Washington County, Maryland	Kaye Robucci	85786	DS200		65 ExpressVote	71			Full Services
Washington County, Minnesota	Carol Peterson	151186	DS200	92	AutoMARK	98	DS850		1
Washington, Town of, Wisconsin (La Crosse)	Barb Muenzenberger	363	DS200		1 AutoMARK	1			
Waterloo, City of, Wisconsin (Jefferson)	Mo Hansen	1873	DS200		2 AutoMARK	1			
Waterloo, Township of, Wisconsin (Jefferson)	Cindy Schroeder	555	DS200		1 AutoMARK	1			
Watertown, City of, Wisconsin (Jefferson)	Cindy Rupprecht	8586	DS200		6 AutoMARK	4			
Watertown, Town of, Wisconsin (Jefferson)	James Wendt	1337	DS200		1 AutoMARK	1			
Waukesha County, Wisconsin	Kathleen Novack	270732	DS200		12 ExpressVote	8			
Waukesha, City of, Wisconsin (Waukesha)	Gina Kozlik	42055	DS200		18 ExpressVote	16			
Waukesha, Town of, Wisconsin (Waukesha)	Kathy Nickolaus	0	DS200		2 ExpressVote	2			
Wauwatosa, City of, Wisconsin (Milwaukee)	Carla Ledesma	33857	DS200		15 AutoMARK	14			
Wayzata, City of, Minnesota (Hennepin)	Becky Malone	2564	DS200		3 AutoMARK	2			
West Allis, City of, Wisconsin (Milwaukee)	Monica Schultz	36019	DS200		26 AutoMARK	22			
West Milwaukee, Village of, Wisconsin (Milwaukee)	Susan Schupp	1873	DS200		1 AutoMARK	1			
West Salem, Village of, Wisconsin (La Crosse)	Teresa Schnitzler	2932	DS200		1 AutoMARK	1			
Westborough, Town of, Massachusetts	Wendy Mickel	11598	DS200		5 AutoMARK	3			
Westport, Town of, Wisconsin (Dane)	Thomas Wilson	3080	DS200		1 AutoMARK	1			
Wheatland, Town of, Wisconsin (Kenosha)	Shiela Siegler	1984	DS200		1 ExpressVote	1			
Whitfish Bay, Village of, Wisconsin (Milwaukee)	Caren Brustmann	10039	DS200		4 AutoMARK	4			
Whitewater, City of, Wisconsin (Jefferson)	Michele Smith	1749	DS200		2 AutoMARK	2			

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Wicomico County, Maryland	Jeri Cook	55267	DS200	45	ExpressVote	52			Full Services
Wilcox County, Alabama	Jerry Boggan	8695	DS200	39	AutoMARK	29			Full Services
Will County, Illinois	Nancy Schultz Voots	371100	DS200	80	AutoMARK	368	650	1	
Windsor, Town of, Wisconsin (Dane)	Christine Capstran	4371	DS200	1	AutoMARK	1			
Winston County, Alabama	Sheila Moore	14978	DS200	21	AutoMARK	22			Full Services
Wisconsin Rapids, City of, Wisconsin (Wood)	Shane Blaser	10128	DS200	4	AutoMARK	3			
Wood County, Wisconsin	Cindy Cepress	44693	DS200	1	AutoMARK	1			
Wood, Town of, Wisconsin (Wood)	Patricia Krueger	527	DS200	1	AutoMARK	1			
Woodland, City of, Minnesota (Hennepin)	Kathy McCullum	360	DS200	2	AutoMARK	1			
Worcester County, Maryland	Patti Jackson	35474	DS200	32	ExpressVote	35			
Worcester, City of, Massachusetts	Niko Vangjeli	103767	DS200	53	AutoMARK	50			
Wrightstown, Town of, Wisconsin (Brown)	Donna Martzahl	1384	DS200	1	AutoMARK	1			
Wrightstown, Village of, Wisconsin (Brown)	Jean Brandt	1546	DS200	1	AutoMARK	1			
Wythe County, Virginia	Elizabeth Cook	17625	DS200	13	ExpressVote	13			
York County, Virginia	Walter Latham, Jr.	41094	DS200	28	ExpressVote	18			
York, Town of, Wisconsin (Dane)	Tina Kleven	448	DS200	1	AutoMARK	1			

Jurisdiction	Contact Person Name	# Registered Voters	Precinct Tabulator	Precinct Count	ADA Device Type	ADA Device Qty	Central Count Tabulator Type	Central Count Tabulator Qty	Full Service
St. Louis County, Missouri	Mary Hografe	763982	M100	518	iVotronic	1841	M650	3	Yes
Dallas County, Texas	Toni Pippins-Poole	1177468	M100	998	iVotronic	807	M650	2	Yes
Bexar County, Texas	Jacque Callanen	918552	n/a	n/a	iVotronic	476	M650	2	Yes
Marion County, Indiana	Brienne Delany	612352	M100	737	iVotronic	615	M650	5	Yes
San Mateo County, California	Warren Slocum	361486	Optech Eagle	518	n/a	n/a	IVC-400	2	Yes

AUDITED FINANCIAL STATEMENTS

ES&S acknowledges this provision and requests that all of its financial information submitted in response to the Financial Stability section be exempt from disclosure pursuant to Title 38, Chapter 38-2, Section 38-2-2, Subsection (4)(B) which provides, “Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature” shall not be deemed public. As ES&S is a privately held limited liability company, its financial information is not required to be made public. As such, ES&S requests all of its financial information be exempt from disclosure pursuant to the foregoing provision.

FINANCIAL STATEMENTS

ES&S acknowledges this provision and requests that all of its financial information submitted in response to the Financial Stability section be exempt from disclosure pursuant to Title 38, Chapter 38-2, Section 38-2-2, Subsection (4)(B) which provides, “Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature” shall not be deemed public. As ES&S is a privately held limited liability company, its financial information is not required to be made public. As such, ES&S requests all of its financial information be exempt from disclosure pursuant to the foregoing provision.

**ELECTION SYSTEMS & SOFTWARE, LLC
VOTER TABULATION SYSTEM AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S");

AND: ("Customer").

RECITALS:

- A. Customer has agreed to purchase/license voter tabulation equipment and related software and services from ES&S for use in _____ (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
 - _____ Exhibit A (Pricing Summary)
 - _____ Exhibit B (ES&S Equipment Description and Pricing)
 - _____ Exhibit C (ES&S Software Description and Pricing)
 - _____ Exhibit D (Third Party Items)
 - _____ Exhibit E (Election Support Services)
 - _____ Exhibit F (Hardware and Software License, Maintenance and Support Services (Post-Warranty Period))
 - _____ Exhibit G (Acceptance Criteria)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of** _____, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291
Email:

Signature

Name (Printed or Typed)

Title

Date

Fax No.: _____
Email:

Signature

Name (Printed or Typed)

Title

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the Equipment and Software.
- b. "Equipment" means ES&S Equipment and Third Party hardware or equipment.
- c. "ES&S Equipment" means ES&S' proprietary hardware or other ES&S proprietary equipment.
- d. "ES&S Firmware" means ES&S' proprietary software which is included on ES&S' Equipment.
- e. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit F.
- f. "ES&S Software" means ES&S' proprietary election software (including the ES&S Firmware), all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.
- g. "Software" means ES&S Software and Third Party software.
- h. "Third Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND THIRD PARTY ITEMS/LICENSE OF ES&S SOFTWARE**

2.1 **Purchase Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment and the Third Party Items described on Exhibits B and D. The payment terms for the ES&S Equipment and Third Party Items are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment, ES&S Software and Third Party Items.

2.2 **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the ES&S Software described on Exhibit C and Documentation supplied by ES&S. The license allows Customer to use and copy the ES&S Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S

Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 2.2, Customer shall pay ES&S the ES&S Software License Fees set forth on Exhibit A. The consideration for ES&S' grant of the license for the ES&S Firmware is included in the cost of the ES&S Equipment. Any license or royalty fees payable to any Third Parties for the use of any Third Party Items are the sole responsibility of Customer.

2.4 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.3, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.5 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in local law. Upon termination of the Warranty Period, Customer shall be entitled to receive the Software License and Maintenance and Support described on Exhibit F if it has so elected in Section B of the signature page to this Agreement.

2.6 **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state

authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services, the Equipment and Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

2.7 **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the Equipment and/or Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 2.7(ii) and 2.7(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 **Delivery; Risk of Loss.** ES&S anticipates shipping the Equipment and Software identified on Exhibits B-D to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer, delays in certification, and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer. The parties shall conduct and complete, within thirty (30) days after delivery, the acceptance testing procedures outlined on Exhibit G to confirm that the ES&S Equipment and ES&S Software perform in accordance with the warranties set forth in Sections 3.2(a) and 3.2(b) below (the "Acceptance Testing"). Upon completion of the Acceptance Testing, representatives of both parties will execute the "Certificate of Acceptance" included at Exhibit G.

3.2 **Warranties.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The

Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. The Warranty Period will commence upon completion of the Acceptance Testing. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including, but not limited to, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent Update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the Third Party Items during the Warranty Period, provided that (i) Customer has installed and is using the most recent Update, provided to it by ES&S, and (ii) the Third Party Items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the Third Party Items for resale or rental to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties.

c. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 3.2(a) or 3.2(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

d. **Consumables for Balotar Ballot On Demand Product Only.** As part of ES&S' provision of maintenance services as set forth herein for the Balotar Ballot On Demand System, ES&S shall, during the term of the Agreement, provide the Customer with those Balotar Ballot On Demand consumable items as set forth on Exhibit A for each election which may take place in the Customer's Jurisdiction; provided Customer notifies ES&S, in writing, no later than sixty (60) days prior to the first day in which printer services will be required for each election. The Customer shall provide such notice to its ES&S designated customer service support representative. ES&S shall be responsible for the shipment of all consumable to the Customer's designated location. Customer shall be responsible for the installation of Balotar Ballot On Demand consumables while operating the ES&S Balotar Ballot On Demand Equipment during the Customer election. Unless Customer has a scheduled election within ninety (90) days from the date of the Customer's current election in which the ES&S Balotar Ballot On Demand Equipment and ES&S Balotar Ballot On Demand Software are to be used or unless otherwise agreed to by the parties, Customer will return all unused and unopened ES&S Balotar Ballot On Demand consumable items, including ballot paper, to ES&S within thirty (30) days following the Customer's use of the

ES&S Balotar Ballot On Demand Equipment and ES&S Balotar Ballot On Demand Software in an election.

3.3 **Routine Maintenance For ES&S Equipment During Warranty Period.** During the Warranty Period, Customer may request that ES&S provide the Routine Maintenance Services described in Article II, Subsection 1(b) of Exhibit F for one or more units of ES&S Equipment covered under Exhibit F. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such Routine Maintenance Services is set forth on Exhibit A and shall be due within thirty (30) days after Customer's receipt of ES&S' invoice. The terms and conditions of Article II, Subsection 1(b) of Exhibit F shall govern the providing of the Routine Maintenance Services. When the ES&S Equipment is not in use, Customer shall properly store the ES&S Equipment in accordance with the storage requirements established in the Documentation. Upon termination of the Warranty Period, Customer shall be entitled to receive the Hardware Maintenance Services described on Exhibit F for the ES&S Equipment covered under Exhibit F if it has so indicated in Section B of the signature page to this Agreement.

3.4 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3.5 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.5, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.6 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.7 **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software License and Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 3.7, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

3.8 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 **Term; Termination.** This Agreement shall be effective on the Effective Date. The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

3.10 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S,

neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises during normal business hours where the ES&S Equipment and Third Party Items are located and remove them.

3.13 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the state in which the Customer is located. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.2(c), 3.4-3.9, 3.11, 3.12(b) and this Section 3.13 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:										
Description	Refer to	Amount								
ES&S Equipment	Exhibit B	\$								
ES&S Software License Fees	Exhibit C	\$								
Third Party Items	Exhibit D	\$								
Election Support Services	Exhibit E	\$								
Shipping and Handling	Note 1	\$								
Total Net Sale		\$								
Terms & Conditions:										
<p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.</p>										
<p>Note 2: <u>Payment terms are as follows:</u> 100% of Total Net Sale due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.</p>										
<p>Balotar Election Set Up Fee: This is a per election event. Remote Access: \$ per election set-up plus \$ per unique PDF (up to 4 computers) plus a flat \$ charge for each computer in excess of four. On-Site: \$ per person per day Election Set Up Fees are due within 30 days of receipt of vendor invoice. Invoicing to following the applicable election.</p>										
<p>Balotar Processing Fees: Ballot processing for each Ballot Sheet Printed shall be: \$ Black and White and \$ Color. The foregoing Ballot Processing Fees include the following Balotar Ballot On Demand consumables: For purposes of calculating the Ballot Sheet Processing Fees, a ballot sheet is defined as a sheet of paper up to a total length of 19", regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Balotar print audit software, which will account for every ballot request, by ballot type, processed through the software for printing. Verification of usage shall be made available to the Customer upon request. Ballot Processing Fees are due within 30 days of receipt of vendor invoice. Invoicing to following the applicable election.</p>										
<p>Note 3: Services in excess of those set forth in <u>Exhibit E</u> shall be charged at the rate of \$ per day, including expenses.</p>										
<p>Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment/Software</u></th> <th style="text-align: left;"><u>Estimated Delivery Date</u></th> </tr> </thead> <tbody> <tr> <td>ES&S Equipment</td> <td></td> </tr> <tr> <td>ES&S Software</td> <td></td> </tr> <tr> <td>Third Party Items</td> <td></td> </tr> </tbody> </table>			<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>	ES&S Equipment		ES&S Software		Third Party Items	
<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>									
ES&S Equipment										
ES&S Software										
Third Party Items										
Warranty:										
ES&S Equipment and ES&S Software – Warranty Period:	1 year									
Anticipated Warranty Period: _____ to _____										
Ongoing Services:										
Description	Refer to	Annual Fee								
Routine Maintenance Services during Warranty Period; Payment is due 30 days after invoice.	Section 3.3	N/A								

Post Warranty Hardware Maintenance Services	Exhibit F	\$
Services commence in _____. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		
Post Warranty Software License, Maintenance & Support Services		
- ES&S Firmware	Exhibit F	\$
- All Other ES&S Software	Exhibit F	\$
Services commence in _____. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		

**EXHIBIT C
ES&S SOFTWARE DESCRIPTION AND PRICING**

DESCRIPTION	NUMBER OF LICENSES
Election System licensed pursuant to Section 2.2(a) of the General Terms (check modules being licensed):	
ES&S Firmware (see Notes 1 and 2 below)	
Total License Fees (including all applicable Documentation)	

Note 1: ES&S Firmware versions may change between execution of the Agreement and first election usage due to ongoing certification of Updates.

Note 2: ES&S Firmware license fee included in the total cost of the ES&S Equipment.

**EXHIBIT D
THIRD PARTY ITEMS**

DESCRIPTION:

QUANTITY

TOTAL 3RD PARTY ITEMS

Note 1:

The configuration and specification of Third Party Items as per this Exhibit D are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

**EXHIBIT E
ELECTION SUPPORT SERVICES**

1. **Covered Elections.** The services described herein shall be provided only for the following elections (the "Elections"):

--

2. **Services.** The election support services to be provided by ES&S, a description of such services and total fees are described below. Customer acknowledges that ES&S' fees for election support services are based on the Elections set forth above, and the descriptions listed in the table below, and that a change in the Elections or descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S' provision of Election Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Election Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or four hour portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Election Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Area of Work or Description	Primary Responsibility	Additional Day Bill Rate
Project Management	A project manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S Services. This person shall be the liaison for Customer with ES&S as it pertains to all products, services and obligations set forth in the Agreement.	ES&S	
Shipping Material Disposal	Dispose of shipping materials (boxes, packaging, etc.)	Customer	
ES&S Software and Third-Party Hardware & Software Installation	Deliver and install the ES&S Software and third party hardware and software purchased and licensed hereunder. ES&S will review and provide the Customer staff with written documentation identifying the system requirements and configurations necessary to operate the ES&S Software and third party hardware and software.	ES&S	
Ballot Layout/Coding Services	Accumulate and provide all necessary election data for preparation of election data files. Assist Customer staff in creating election ballot layouts and coding files using ES&S' software.	Customer ES&S	

Role/Function	Area of Work or Description	Primary Responsibility	Additional Day Bill Rate
Training – ES&S Software	A system overview that covers the ES&S Software licensed by Customer. Class size is limited to 10 and course participant manuals are included. (Customer will ensure participants have an appropriate level of technical experience – including intermediate skills in relational database administration).	ES&S	
Training – ES&S Equipment	ES&S will provide classroom-style training with hands-on practice with the ES&S Equipment purchased hereunder. General operations, ballot marking and tabulation procedures, log audit capability, reporting, backups and general maintenance procedures will be covered. Course participant manuals are included. Class size limited to 20.	ES&S	
Voter Awareness	Assistance provided to Customer in the design of a customized approach to introduce the ES&S voting system to the public. ES&S and Customer will work together to determine appropriate combination of public demonstration which may include the internet, video, radio, poster, newspaper, etc., that best meets the needs of Customer.	ES&S	
Training – Poll Worker Train – The-Trainer	ES&S agrees to conduct Poll Worker “Train the Trainer” classes. Class size is limited to 20. Manuals are provided (up to 20), and a master template for duplication for Poll Workers is included.	ES&S	
Pre-Election L&A Testing	ES&S will assist in the development of logic and accuracy procedures (according to State Elections Code), and assist in the actual L&A testing procedures.	ES&S	

Role/Function	Area of Work or Description	Primary Responsibility	Additional Day Bill Rate
Election Day Support	For each site support event, ES&S provides one trained representative who is available to the customer the day immediately prior to the election, Election Day and until noon on the day immediately after Election Day ("Site Support Event"). Site Support Event representatives are not technicians. Although needs vary by customer, depending upon the customer's needs and the customer's scheduling of support staff for an election, Site Support Event representatives may assist with election administration, procedural guidance, hardware and software operation, Election Day call center staffing, as a roving troubleshooter during Election Day, and election night accumulation of results. They also will liaison with ES&S support desks if necessary. Note: It is not the responsibility of the Site Support Event representatives to repair tabulation or results reporting equipment. If you have a technical issue, the Site Support Event representative will assist in contacting the technicians in the appropriate support office. Site Support Events are billed per person, per Site Support Event. The current individual rate per Site Support Event is \$.	ES&S	
	Total Election Support Service Days: ____ Total Fees: \$ _____		

Role/Function	Area of Work or Description	Primary Responsibility
Installation ES&S Equipment –	ES&S will inspect the ES&S Equipment at the customer's delivery location to make sure it is operating in accordance with its Documentation	ES&S
	Total Installation Fees: \$	

[END OF EXHIBIT E]

EXHIBIT F
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit F shall in effect for the coverage period as described in Schedule F-1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit F shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit F terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit F, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Exhibit F, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule F1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Maintenance Term are due on the date of the expiration of the Warranty Period. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit F or the Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit F through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit F for the ES&S equipment set forth on Schedule F1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their

Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each Twelve/Twenty four (12/24) months during the Initial Term or any Renewal Period thereof for those Products identified as Gold/Silver Coverage on Schedule F1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule F1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule F1 as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule F1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are

being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

g. **Parts Availability.** In the event that ES&S is unable to procure such parts in sufficient quantities or at prices acceptable to ES&S, ES&S may terminate this Agreement in accordance with Article I, Section 1 above and this Agreement shall be of no further force and effect thereafter.

ARTICLE III SOFTWARE

1. **Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Article 2 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule F1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to Updates in accordance with the terms of Article 2, Section 2.5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit F. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License and Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule F1

PRICING SUMMARY AND PAYMENT TERMS

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$
ES&S Firmware License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$
Total Maintenance Fees for the Initial Term:		\$
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u> \$ due upon Contract Execution for the Coverage Dates of ***** through *****. \$ due on or before ***** for the Coverage Dates of ***** through *****.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term:

Qty	Description	Coverage Period (Note: *** Indicates Depot Repair Only)	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
			\$	\$
			\$	\$
			\$	\$
Total Maintenance Fees for the Coverage Period *****through*****				\$
Total Hardware Maintenance Fees for the Initial Term				\$

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12/24month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer’s Designated Location:

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Exhibit F shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Exhibit F

1. Telephone support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.
- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

Initial Term:

Listed below are the Software Modules and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
Total License, Maintenance and Support Fees for the Coverage Period *****through*****			\$
Total Software License, Maintenance and Support Fees for the Initial Term			\$

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
			\$	\$
			\$	\$
			\$	\$
Total License, Maintenance and Support Fees for the Coverage Period *****through*****				\$
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

EXHIBIT G
ACCEPTANCE CRITERIA
DS200 Acceptance Testing Criteria

Date: _____ **Machine SN:** _____ **Certified Firmware:** _____

Visual Inspection:

- Ensure that there are no scratches or gouges on any part of the unit
- Verify that all labels are placed in their appropriate place and in their correct orientation
- Ensure the Printer paper roll is installed in the Printer.

Physical Inspection:

- Apply AC to Wall Power Adapter. Connect Wall Power Adapter to the back of the unit and press the "POWER" button.
- Observe the rear LED, located next to the Wall Power Adapter Cord Connector, if the LED is amber and blinking slowly this indicates that the Battery Pack is charging. If the LED is a solid green, the Battery Pack is completely charged.
 - o Verify AC Plug Icon is present and does not have an "X" located in upper right corner of the screen.
- Enter the Touch Screen Calibration by pressing the "Close Polls" button for two seconds when prompted to do so at the Startup screen.
 - o Touch the two circles (one in the Upper Left Corner and one in the Lower Right Corner of the screen) and then touch the "Save & Exit" button.
- Verify the **DS200 Firmware Version is** _____; **PMB is** _____; **Scanner is** _____ on Startup Printout.
- Insert the 512MB Flash Drive containing the BMW Demo Election in USB port B.
 - o When the unit recognizes the 512MB Flash Drive w/ Demo Election, the Election Icon will go from having an "X" to a green ✓ mark on it.
- Check the date and time on the top portion of the display to ensure the date and time is correct.
 - o If a change is needed, press the lower right arrow on the display screen then press the "go to admin button" and on the next screen enter the password.
 - o Go to "systems settings", "date and time" and then press date or time and a keyboard will come up so you can make changes. Press the "enter key". You will go back to the original screen where you will press previous and here you will "accept new time."
- Press the "OPEN POLLS" button on the screen to scan the BMW Demo Ballots.
- Ensure that the test ballots scan in all four orientations.
- Insert the 2 Demo Ballots to check the Multi-Sheet Sensor. Two sheets should be rejected.
- Press and hold the "CLOSE POLLS" button for two seconds to close the polls.
- Verify that the Precinct Report Printout should read 4 ballots cast.
- Disconnect the Wall Power Adapter cord from unit.
 - o Unit should continue to operate, and the X should appear over the AC icon.
- Re-connect Wall Power Supply cord
 - o The X should disappear from the AC icon.
- Check Modem Operation. (If Unit is equipped with a Modem)
- Power down the unit by touching the "Shutdown" button on the Touch Screen.
- Verify that the Display switch operates correctly by completing the following:
 - o With the Wall Power Adapter still connected to the unit, lower the Display to the closed position.
 - o Raise the Display back to the opened position.
 - o The unit should power back up.

Note: The Display switch will not operate if the Wall Power Supply cord has been removed.

- Verify all Locks and Doors have a smooth function and are locked.

EXHIBIT G
ACCEPTANCE CRITERIA
DS850 Acceptance Testing Criteria

Date: _____ **Machine SN:** _____ **Location:** _____

Visual Inspection:

- Insure that there are no scratches, or gouges on any part of the unit
- Labels in correct location and orientation
- Printer paper roll installed

Physical Inspection:

- Power up on D/C
- Firmware Version** _____ **Power Management** _____ **Scanner** _____
- Rear LED and Power Icon check when A/C applied
- Display switch operation
- Date and time
- Touch Screen Calibration
- Election Icon
- OPEN POLLS
- Ballots scan in all four orientations (DAC and All-Fill)
- Multi-Sheet Sensor.
- CLOSE POLLS
- Precinct Report Printout, verify results
- Power down by Shutdown button on screen
- Locks and Doors have a smooth function and are locked.

Inspector: _____

**EXHIBIT G
ACCEPTANCE CRITERIA
EXPRESSVOTE**

Date: _____ (Format: mm/dd/yy) **Machine SN:** _____ **Location:** _____

Visual Inspection:

- Confirm that there are no scratches, or gouges on any part of the unit
- Labels in correct location and orientation
- Verify that the battery is installed
- Inspect all fasteners and plastic parts

Setup:

- Place the ExpressVote on level surface.
- Connect to A/C power
- Unlock left side access door, flip power switch to ON position
- Connect navigation keypad to RJ port near power switch
- Insert USB stick containing the EQC data and enter code when prompted
- Insert USB stick containing sample Election Data and enter code when prompted.

Print Testing:

- Insert a ballot activation card and begin voting following instructions on screen
- Insert additional activation cards to test each ballot configuration in the election.
- Review printed card for complete, dark print
- Reinsert voted card and review summary to confirm scanner is working properly

Audio Testing:

- Plug in audio headset to listen to audio
- Verify audio can be heard throughout the voting process
- Use the triangular navigation buttons to navigate the ballot
- Press the Repeat key, Tempo and volume buttons to confirm all operations.
- Activate all buttons to confirm navigation keypad is fully operational

Inspector: _____

Attach printed paper records from ExpressVote to this checklist.

**EXHIBIT G
ACCEPTANCE CRITERIA
BALOTAR COMPACT/FLEX PRINTER**

Date: _____ (Format: mm/dd/yy) **Machine SN:** _____ **Location:** _____

Visual Inspection:

- Confirm that there are no scratches, or gouges on any part of the unit printer or laptop
- Verify all printer consumables have been unpacked and installed in system
- Confirm that precision alignment tray is installed
- Confirm laptop is installed

Setup:

- Ensure printer and laptop are connected to A/C power
- Turn power switch on OKI to ON position
- After 60 seconds, validate that the LCD panel on the printer reads "Ready to Print" and no error messages are present
- Turn laptop power on and log into laptop using provided password
- Open the Balotar application and log into the system using provided password

Print Testing:

- Confirm appropriate sized ballot stock is loaded into the precision alignment tray
- Double click on "Test" job, then right click to run the "Test" job
- Enter ballot style from list provided and generate ballots as indicated in operating guide for Compact Printer or Select "Test" File for import and follow operator instructions to generate the 5 ballot print file for Flex Printer
- Visually inspect the printed ballot ensure accurate alignment and print quality

Inspector: _____

Attach printed paper records from ExpressVote to this checklist.

**EXHIBIT G
ACCEPTANCE CRITERIA**

CERTIFICATE OF ACCEPTANCE

The undersigned do hereby certify that the Equipment listed below has been tested and accepted under the criteria specified in the Agreement. Serial Numbers of respective Equipment are attached.

DS200 Units	DS850 Units	EXPRESSVOTE Units	BALOTAR Units
<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>
<u>Units Accepted</u>	<u>Units Accepted</u>	<u>Units Accepted</u>	<u>Units Accepted</u>

Firmware Version: _____

Customer: _____

Representative: _____
(Printed Name & Title)

(Signature)

ES&S
Representative: _____
(Printed Name)

(Signature)

Date: ____/____/____

[END OF EXHIBIT G]