

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of November 11, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Election Systems & Software, LLC, a Delaware limited liability company (the "Consultant").

RECITALS

A. County desires to purchase/license voter tabulation and ballot on demand equipment and related software and to engage professional assistance to provide the hereinafter set forth equipment, software and special services from Consultant.

B. Consultant is in the business of providing voting tabulation and ballot on demand equipment, software and services similar to those set forth in this Agreement.

C. County desires to engage Consultant, and Consultant desires to be hired by County, to provide the voter tabulation and ballot on demand equipment, software and to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. EQUIPMENT, SOFTWARE AND SERVICES TO BE PROVIDED AND/OR RENDERED BY CONSULTANT.

1.1 Consultant agrees to sell and/or license and County agrees to purchase and/or license all equipment, software, supplies and services as set forth on **Attachment A** attached and incorporated by this reference (the "Work"). Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.

(a) Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession and in accordance with the terms of this Agreement. If County determines that any of the Work is not performed in accordance with the terms of this Agreement, County, in its sole discretion, shall have the right to do any or all of the following: require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work that has not been performed in accordance with the terms of this Agreement at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.

12 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required

by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task all as may be mutually agreed upon by the parties; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, or such other event outside the control of Consultant, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 13 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or as provided in the attachments unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement without cause on (60 days) written notice to Consultant. In the event of a material breach of this Agreement by Consultant, the County shall provide written notice to Consultant detailing the breach. Consultant shall have thirty (30) days, or such other period of time as may be mutually agreed upon by the parties, to cure any breach under the Agreement. In the event Consultant is unable to cure such breach within the applicable cure period, the County may immediately terminate this Agreement upon written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONSULTANT.
 - 5.1 Consultant shall submit invoices for the Work provided in accordance with the payment terms set forth in **Attachment B** attached and incorporated by reference. Compensation to Consultant shall be paid in accordance with the payment terms set forth on **Attachment B**.
 - 5.2 County shall make payment to Consultant within 30 days of the invoice date for

payment, based upon the services described on the invoice and in an amount properly allowed by the County.

- 53 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 54 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole and reasonable discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County, such consent shall not be unreasonably withheld.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed by

Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:
 - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

- 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 11.1.3 Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker’s Compensation Laws must be completed using the County’s form and submitted with all other insurance documents).
- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 11.2.2 Primary Coverage: For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its

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

11.23 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.24 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required

documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Consultant shall provide all insurance documentation to the Contract Administrator.*

- 11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed and which was specifically developed by Consultant for the County in the performance of the Work prior to termination. Consultant may retain copies of such original documents specifically developed by Consultant for the County for Consultant's files. Notwithstanding the foregoing, County acknowledges and agrees as follows: Consultant owns the Consultant software, all documentation and training materials provided by Consultant, the design and configuration of the Consultant equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the Consultant equipment. County has the right to use the aforementioned items to the extent specified in this Agreement. Consultant 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 Consultant that are protected by law and are of substantial value to Consultant. County shall keep the Consultant 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 Consultant equipment, the Consultant software, the documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
13. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant's officers,

agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.

14. 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. By entering into this Agreement, County agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by Consultant and used with the Consultant equipment or Consultant software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of Consultant to perform. Consultant 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) County's failure to timely or properly install and use the most recent update provided to it by Consultant or (z) County's election not to receive, or to terminate, the Hardware Maintenance Services or the Consultant's Software Maintenance and Support.
15. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.
16. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the satisfaction of County in accordance with the terms of this Agreement and to participate in any meeting with regard to the correction.
17. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement

without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

18. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

19. DISPUTES.

19.1. 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 Consultant, (2) the amount due Consultant for any product or service, or (3) the due date of any payment, County shall nevertheless pay to Consultant when due all undisputed amounts. Such payment shall not constitute a waiver by County or Consultant of any of its rights and remedies against the other party.

19.2. Remedies for Past Due Undisputed Payments. If any undisputed payment to Consultant is past due more than thirty (30) days, Consultant may suspend performance under this Agreement until such amount is paid. Any undisputed payment not paid by County to Consultant when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

20. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.

21. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant:

Election Systems & Software, LLC

Attention: Office of General Counsel
11208 John Galt Boulevard
Omaha, NE 68137

To County:
Amador County Elections
810 Court Street
Jackson, CA 94642

With a copy to:

Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

22. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
23. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
24. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement, including **Attachment A** (Scope of Work), **Attachment A-1** (Voter Tabulation System), **Attachment A-2** (Ballot On Demand System), **Attachment B** (Compensation), **Attachment C** (Alcohol-Free and Drug-Free Policy), **Attachment D** (Consultant's Response to RFP 19-19 dated August 8, 2019) and **Attachment E** (County RFP 19-19 Voting System) all of which are specifically incorporated herein by this reference, contains all agreements of the parties with respect to any matter mentioned herein. In the event of a conflict among the foregoing Attachments, the conflict shall be resolved in the order set forth in the preceding sentence. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
25. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
26. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this

Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

27. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


COUNTY OF AMADOR

BY: 
Patrick Crew
Vice- Chairman, Board of Supervisors

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

BY: 

CONSULTANT:
Election Systems & Software, a Delaware
Limited Liability Company

BY: 
Name: Richard J. Jablonski
Title: VP OF Finance
Federal I.D. No.: 47-0617567

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  Deputy

ATTACHMENT A – SCOPE OF WORK

Consultant agrees to sell and/or license and County agrees to purchase and/or license the equipment, software, supplies and services as set forth on **Attachment A-1** for Consultant’s Voter Tabulation System and **Attachment A-2** for Consultant’s Ballot On Demand System; all in accordance with the terms and conditions of this Agreement as well as the terms and conditions set forth on **Attachments A-1** and **A-2**, respectively.

ATTACHMENT A-1 Voter Tabulation System and Services

Voter Tabulation System and Services Sales Order Summary					
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>	
1	DS200	Model DS200 Scanner with Internal Backup Battery, Collapsible Ballot Box, Soft-Sided Nylon Case, Paper Roll, and One (1) Standard 4GB Memory Device	4	\$5,350.00	\$21,400.00
2	DS450	Model DS450 High Speed Digital Image Scanner with Steel Table, Reports Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices	2	\$49,950.00	\$99,900.00
3	DS450	Initial Annual License Fee	2	Included	Included
4	Other	Ballot Folder	1	\$2,355.00	\$2,355.00
5	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	12	\$3,325.00	\$39,900.00
6	ExpressVote BMD	Soft-Sided Carrying Case	12	\$175.00	\$2,100.00
7	ExpressVote BMD	ExpressVote Printer	3	\$725.00	\$2,175.00
8	Software	ElectionWare Software - Reporting Only	1	\$5,625.00	\$5,625.00
9	Software	ExpressLink Software	1	\$3,050.00	\$3,050.00
10	Third Party Items	3rd Party Items as set forth on Exhibit B1	1	\$2,601.00	\$2,601.00
11	Third Party Items	SW Installation on Third Party Hardware	1	\$1,300.00	\$1,300.00
12	DS200	Equipment Installation	4	\$115.00	\$460.00
13	DS450	Equipment Installation (1st Unit)	1	\$1,925.00	\$1,925.00
14	DS450	Equipment Installation (Additional Unit)	1	\$1,000.00	\$1,000.00
15	ExpressVote BMD	Equipment Installation	12	\$105.00	\$1,260.00
16	Services	Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
17	Services	Software Training Day	1	\$1,700.00	\$1,700.00
18	Services	Election On-Site Support Event	1	\$4,675.00	\$4,675.00
19	Credit	Credit for Central Count Scanning Fees Paid	1	(\$18,815.65)	(\$18,815.65)
20	Trade-In Allowance	Equipment Being Traded-In by County Includes: 40 - AutoMARK	1	(\$8,000.00)	(\$8,000.00)
21	Shipping	Shipping & Handling	1	\$1,725.00	\$1,725.00
Order Subtotal					\$168,035.35

Estimated Sales Tax	\$15,971.05
County Discount	(\$11,950.00)
Order Total	\$172,083.75

Trade-In Equipment:

Consultant will coordinate and pay for the pickup and transportation of the trade-in equipment from County's site on a date to be mutually agreed upon by the parties. Consultant is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Note 1: Estimated taxes are included above and actual taxes that apply at the time of invoicing will be included in the invoice to County.

Payment Terms See **Attachment B** – Compensation

Warranty Period (Years) One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in **Exhibit A1** attached hereto.

VOTING TABULATION SYSTEM GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, Consultant agrees to sell and/or license, and County agrees to purchase and/or license, the Consultant Equipment, Consultant Software and Consultant Firmware described on the Voter Tabulation Sales Order Summary. The Consultant Firmware and Consultant Software are collectively referred to hereinafter as the “Consultant Software.” The payment terms for the Consultant Equipment and Consultant Software are set forth on **Attachment B** to this Agreement. Title to the Consultant Equipment shall pass to County when County has paid Consultant the total amount set forth on **Attachment B** to this Agreement for the Consultant Equipment. The consideration for Consultant’s grant of the license during the Initial Term for the Consultant Firmware is included in the cost of the Consultant Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, Consultant hereby grants to County nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the Consultant Software and related Documentation in the Jurisdiction while County is using the Consultant Equipment and timely pays the applicable annual Consultant Software License, Maintenance and Support Fees set forth on **Schedule A1 of Exhibit A1**. The licenses allow such bona fide employees to use and copy the Consultant Software (in object code only) and the Documentation, in the course of operating the Consultant Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** County shall not take any of the following actions with respect to the Consultant Software or the Documentation:

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 Consultant Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Consultant Software or Documentation, in whole or in part, to or by any third party without Consultant’s prior written consent; or

c. Cause or permit any change to be made to the Consultant Software without Consultant’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 Consultant Software (except finished ballots by ballot printers selected by County) in which Consultant 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.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the Consultant Software described in Section 2 and shall continue for a one (1) 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 County of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. Consultant may terminate either license if County fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for Consultant Software or upon County’s

discontinuance of the use of any Consultant Software, County shall immediately return such Consultant Software and the related Documentation (including any and all copies thereof) to Consultant, or (if requested by Consultant) destroy such Consultant Software and Documentation and certify in writing to Consultant that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, Consultant may provide new releases, upgrades or maintenance patches to the Consultant Software, together with appropriate Documentation (“Updates”), on a schedule defined by Consultant. County is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Consultant Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be Consultant Software for purposes of this Agreement upon delivery. County may install the Updates in accordance with Consultant’s recommended instructions or may request that Consultant install the Updates. Consultant may charge County at its then-current rates to (i) install the Updates; (ii) train County on Updates, if such training is requested by County or (iii) provide maintenance and support on the Consultant Software that is required as a result of County’s failure to timely or properly install an Update. County shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by County’s failure to install and use the most recent Update provided to it by Consultant. If County proposes changes in the Consultant Software to Consultant, such proposals will become Consultant’s property. Consultant may, in its sole discretion, elect to make or not to make such changes without reference or compensation to County or any third party. Consultant represents to County that the Updates will comply with all applicable state law requirements at the time of delivery. County shall be responsible to ensure that it has installed and is using only certified versions of Consultant Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, Consultant reserves the right to charge County for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the Consultant Equipment contracted for herein that may be developed and offered by Consultant in order for such Consultant Equipment to remain compliant with applicable laws and regulations; and
- (iii) County’s pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

County’s pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in County’s jurisdiction by the total number of registered voters in all counties in County’s state to which Consultant has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by County under this Agreement. County shall pay Consultant the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by County.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by County, product availability and other events. Consultant will notify County of such revisions as soon as Consultant becomes aware of such revisions. Risk of loss for the

Consultant Equipment and Consultant Software shall pass to County when such items are delivered to County's designated location. Upon transfer of risk of loss to County, County shall be responsible for obtaining and maintaining sufficient casualty insurance on the Consultant Equipment and Consultant Software and shall name Consultant as an additional insured thereunder and, at Consultant's request, shall deliver written evidence thereof to Consultant until all amounts payable to Consultant under this Agreement have been paid by County.

7. **Warranty.**

a. **Consultant Equipment/Consultant Software.** Consultant warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the Consultant Equipment or Consultant 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 Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consultant Equipment components that are consumed in the normal course of operating the Consultant Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of Consultant Equipment or Consultant Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Consultant Equipment or Consultant Software will become the property of Consultant. This warranty is effective provided that (I) County notifies Consultant within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Consultant Equipment or Consultant Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Consultant, (III) the Consultant Equipment or Consultant 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 Consultant or causes beyond the reasonable control of Consultant or County, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) County has installed and is using the most recent update provided to it by Consultant. 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. The terms of post-warranty license, maintenance and support are set forth on **Exhibit A1.**

b. **Exclusive Remedies/Disclaimer.** **IN THE EVENT OF A BREACH OF SUBSECTION 7(a), CONSULTANT'S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. CONSULTANT 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. FURTHER, IN THE EVENT CUSTOMER DECLINES CONSULTANT'S INSTALLATION AND ACCEPTANCE TESTING 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**

CONSULTANT OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Compliance with Laws.** Consultant warrants to County that, at the time of delivery, the Consultant Equipment and Consultant Software sold and licensed 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 County's state. The Consultant Equipment and Consultant Software, including all components will be provided to County with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event County fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, County agrees to indemnify and hold harmless Consultant from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the County's breach of its obligations hereunder.

9. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified Consultant voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by Consultant to the Consultant Software and/or Consultant Equipment licensed and sold hereunder, County shall be responsible for:

(i) County's pro-rata share of such Review costs;

(ii) County'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 Consultant Equipment and/or Consultant Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the Consultant Equipment and/or Consultant Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

County's pro-rata share of the costs included under subsections 9(ii) and 9(iii) above shall be determined at the time by dividing the number of registered voters in County's jurisdiction by the total number of registered voters in all counties in County's state to which Consultant has sold and/or licensed the Consultant Equipment and/or Consultant Software purchased and licensed by County under this Agreement.

EXHIBIT A1
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND
SUPPORT SERVICES
(POST-WARRANTY PERIOD)**

ARTICLE I
GENERAL

1. **Term; Termination.** This **Exhibit A1** for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in **Schedule A1** (the “Initial Term”). Upon expiration of the Initial Term, this **Exhibit A1** shall automatically renew for an unlimited number of successive **One-Year Periods** (each a “Renewal Period”) until this **Exhibit A1** is 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 thirty (30) 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 A1**, 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 Consultant notifies County 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 County’s jurisdiction, or (e) the date which is thirty (30) days after County fails to pay any amount due to Consultant under this **Exhibit A1**. The termination of this **Exhibit A1** shall not relieve County of its liability to pay any amounts due to Consultant hereunder and shall only entitle County to a prorated refund of any fees already paid to Consultant in the event that this is **Exhibit A1** is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for Consultant’s agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this **Exhibit A1**, County shall pay to Consultant the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on **Schedule A1** for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on **Schedule A1**. Consultant 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 County. 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 Consultant Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other Consultant Software, and shall be in addition to any fees or charges separately referred to in any Section of this **Exhibit A1**. If County elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, Consultant will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II **HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to County under this Agreement for the Consultant equipment set forth on **Schedule A1** (the “Products”) shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An Consultant 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 Consultant pursuant to this Subsection 1(a) are referred to herein as “Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) 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 Consultant 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. County 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 A1** and shall be due within thirty (30) days after invoice date. Consultant will schedule the Routine Maintenance Services with County. The Routine Maintenance Services will be provided at County’s Designated Location. County’s “Designated Location” shall mean County’s owned or leased facility at which County desires Consultant to perform the Hardware Maintenance Services.

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, County shall promptly notify Consultant, and Consultant shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by Consultant pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. Consultant will perform Repair Services in conjunction with a Routine Maintenance Service event at the County’s Designated Location.

ii. **Defects Due to County 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 Consultant, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by Consultant or (3) causes beyond the reasonable control of Consultant or County, 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 County does not notify Consultant within 72 hours after it knows of the defect or malfunction, County shall pay Consultant for the Repair Services at Consultant’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 Consultant and County. If County requires Consultant to provide

“emergency” Repair Services (which shall be defined as Repair Services that are provided by Consultant within 48 hours after County notifies Consultant of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by Consultant, County shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At County’s request and if such product is available, Consultant shall use reasonable efforts to promptly make available to County 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, County shall pay Consultant for the use of the Loaner Unit at Consultant’s then-current rates including the cost of shipping.

c. **Exclusions.** Consultant 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, Consultant 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, Consultant shall no longer be required to provide Hardware Maintenance Services for such Product. Consultant shall also refund to County 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.** County shall not permit any individual other than an Consultant 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. County shall provide Consultant Representatives with all information necessary to enable them to provide Hardware Maintenance Services. County 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. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products’ Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, County may thereafter resume receiving Hardware Maintenance Services upon (a) notification to Consultant and (b) the granting to Consultant of access to the Products. Consultant requires County 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 Consultant’s then current rates and shall be due from County within thirty (30) days of its receipt of Consultant’s invoice therefore. If any of the Products is not in Normal Working Condition, Consultant, at the option of County, (i)

shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at County's expense with respect to the cost of any labor (charged at Consultant'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 LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** Consultant shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the Consultant Software and Consultant Firmware (collectively, "Consultant Software"), to allow County to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 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 Consultant and each party's obligations with respect to such services are set forth on **Schedule A1**.

2. **Updates.** During the Initial Term and any Renewal Period thereof, Consultant may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** Consultant shall not provide Software License, Maintenance and Support for any item of Consultant Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by Consultant, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by Consultant, (c) causes beyond the reasonable control of Consultant or County, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) County's failure to timely and properly install and use the most recent update provided to it by Consultant, or (e) County's failure to notify Consultant within three (3) business days after County knows of the need for such services. 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 County as a result of items set forth in this Section 3 or as a result of County's actions or inactions shall be billable to County at Consultant's then current rates.

4. **Proprietary Rights.** Consultant 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 County or others, as a result of or related to the performance of this **Exhibit A1**, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, Consultant hereby grants to County a non-exclusive license to use that portion of such corrections, programs, information and work product that Consultant actually delivers to County pursuant to this **Exhibit A1**. All licensed items shall be deemed to be Consultant Software for purposes of this **Exhibit A1**. Except and to the extent expressly provided herein, Consultant does not grant to County any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this **Exhibit A1**.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, County may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to Consultant, (b) payment of all fees, which would have been due to Consultant had the Initial Term or any Renewal Period not expired, and (c) the granting to Consultant of access to the Consultant Software, so that Consultant may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Summary:		
Description	Refer To	Amount
Consultant Hardware Maintenance Fees	Consultant Hardware Maintenance Description and Fees Below	\$22,920.00
Consultant Software License, Maintenance and Support Fees	Consultant Software License, Maintenance and Support Description and Fees Below	\$26,025.00
Consultant Firmware License, Maintenance and Support Fees	Consultant Firmware License, Maintenance and Support Description and Fees Below	\$12,750.00
Total Maintenance Fees for the Initial Term:		\$61,695.00
Payment Terms:		
Consultant shall Invoice County annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of County.		

CONSULTANT HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
4	Model DS200 Scanner	Year 1	\$185.00	\$740.00
2	Model DS450 Scanner	Year 1	\$2,730.00	\$5,460.00
12	ExpressVote BMD Terminal	Year 1	\$120.00	\$1,440.00
Total Maintenance Fees for Year 1				\$7,640.00
4	Model DS200 Scanner	Year 2	\$185.00	\$740.00
2	Model DS450 Scanner	Year 2	\$2,730.00	\$5,460.00
12	ExpressVote BMD Terminal	Year 2	\$120.00	\$1,440.00
Total Maintenance Fees for Year 2				\$7,640.00
4	Model DS200 Scanner	Year 3	\$185.00	\$740.00
2	Model DS450 Scanner	Year 3	\$2,730.00	\$5,460.00
12	ExpressVote BMD Terminal	Year 3	\$120.00	\$1,440.00
Total Maintenance Fees for Year 3				\$7,640.00
Total Hardware Maintenance Fees for the Initial Term				\$22,920.00

Note 1: The Per-Unit Fees if County requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: County’s Designated Location: Amador County, California

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one County Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by Consultant Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through County’s Consultant Web-based portal.

4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an Consultant 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 Consultant Equipment.

5. Repair Services.

- County 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 County's location if such repairs are not election critical.
 - A Product may be sent to Consultant's Depot location for repairs at a time to be mutually agreed upon by Consultant and County.

6. Priority Services.

- County has access to the Consultant Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified Consultant parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, Consultant is under no obligation and shall not provide other Hardware Maintenance Services to the County unless previously agreed upon in writing by the parties.

**CONSULTANT SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only	Year 1	\$5,625.00
1	ExpressLink Software	Year 1	\$3,050.00
Total License, Maintenance and Support Fees Year 1			\$8,675.00
1	ElectionWare Software – Reporting Only	Year 2	\$5,625.00
1	ExpressLink Software	Year 2	\$3,050.00
Total License, Maintenance and Support Fees Year 2			\$8,675.00
1	ElectionWare Software – Reporting Only	Year 3	\$5,625.00
1	ExpressLink Software	Year 3	\$3,050.00
Total License, Maintenance and Support Fees Year 3			\$8,675.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$26,025.00

**CONSULTANT SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof
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
4	Model DS200 Scanner	Year 1	\$80.00	\$320.00
2	Model DS450 Scanner	Year 1	\$1,575.00	\$3,150.00
12	ExpressVote BMD Terminal	Year 1	\$65.00	\$780.00
Total License, Maintenance and Support Fees for Year 1				\$4,250.00
4	Model DS200 Scanner	Year 2	\$80.00	\$320.00
2	Model DS450 Scanner	Year 2	\$1,575.00	\$3,150.00
12	ExpressVote BMD Terminal	Year 2	\$65.00	\$780.00
Total License, Maintenance and Support Fees for Year 2				\$4,250.00
4	Model DS200 Scanner	Year 3	\$80.00	\$320.00
2	Model DS450 Scanner	Year 3	\$1,575.00	\$3,150.00
12	ExpressVote BMD Terminal	Year 3	\$65.00	\$780.00
Total License, Maintenance and Support Fees for Year 3				\$4,250.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$12,750.00

Software License, Maintenance and Support Services Provided by Consultant under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through County's Consultant Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, Consultant is under no obligation and shall not provide other Software License, Maintenance and Support services to the County unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – County Responsibilities

1. County shall have completed a full software training session for each product selected.
 - County shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - County shall have the ability to install firmware and application software and make changes to date and time settings.
 - County shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by Consultant.
2. County shall have reviewed a complete set of User Manuals.
3. County shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the County, unless otherwise agreed upon, in writing, by the parties.
4. County shall be responsible for data extraction from County voter registration system.
5. County shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the Consultant Equipment and Consultant Software.
6. County shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. County shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the County's network.
8. County shall be responsible for the resolution of any errors associated with the County's network or other hardware and software not purchased or recommended by Consultant and not otherwise identified in the User Guides as part of Consultant's Equipment and Software.
9. County shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-Consultant Ballot Partner Printers ballots.
10. County shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by County. The price for such additional or replacement Software CDs or DVDs shall be at Consultant's then current rates.

**EXHIBIT B1
THIRD PARTY ITEMS**

Qty Ord.	Description	Price	Ext. Price
	EMS WORKSTATION		
1	DELL OPTIPLEX 5050 (DESKTOP)	\$1,620.00	\$1,620.00
	<ul style="list-style-type: none"> • OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHZ, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves Maxx Audio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License) 		
1	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERYBACKUP, 850VA (WORKSTATIONS)	\$147.00	\$147.00
1	<i>*Optional</i> SYMANTEC ENDPOINT PROTECTION 14.2	\$61.00	\$61.00
1	WINDOWS 7 ENTERPRISE - UPGRADE	\$287.00	\$287.00
	MISCELLANEOUS COMPONENTS		
1	OKI B432DN MONO LASER DUPLEX PRINTER - <i>Optional</i>	\$416.00	\$416.00
1	LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE	\$4.00	\$4.00
2	DELKIN USB MEDIA - BITLOCKER	\$33.00	\$66.00
	ORDER TOTAL:		\$2,601.00

ATTACHMENT A-2
BALLOT ON DEMAND SYSTEM

BALLOT ON DEMAND SYSTEM 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 Consultant Equipment and Consultant Software.

g. "Consultant Equipment" means Consultant's hardware or other Consultant proprietary equipment.

h. "Consultant Software" means Consultant's proprietary Ballot On Demand software and all Updates delivered to County under this Agreement, unless licensed pursuant to a separate written agreement.

ARTICLE 2
SALE OF CONSULTANT EQUIPMENT AND LICENSE OF CONSULTANT SOFTWARE
AND PAYMENT OF FEES

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, Consultant agrees to sell, and County agrees to purchase, the Consultant Equipment described on **Exhibit B2**. The payment terms for the Consultant Equipment are set forth on **Exhibit A2**. Title to the Equipment shall pass to County when County has paid Consultant the total amount set forth on **Exhibit A2** for the Consultant Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, Consultant hereby grants to County nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the Consultant Software described on **Exhibit B2** and related Documentation supplied by Consultant. The licenses allow County to use (but not copy) the Consultant Software and the Documentation in the course of operating the Consultant Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit County to use the source code for the Consultant Software.

b. **Prohibited Uses.** County shall not take any of the following actions with respect to the Consultant Software or the Documentation:

i. 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 Consultant Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Consultant 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 Consultant Software or Documentation by any third party to perform any services for County (including, but not

limited to, any ballot printing, coding, programming or ballot layout services) without Consultant's prior written consent; or

iii. Cause or permit any change to be made to the Consultant Software without Consultant's prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by County) in which Consultant 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 Term of Licenses. The licenses granted in Section 2.2 shall commence upon the delivery of the Consultant Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (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 County of the annual software license and software maintenance and support fee as set forth on Exhibit A2. Consultant may terminate the license if County fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for Consultant Software or upon County's discontinuance of the use of any Consultant Software, County shall immediately return such Consultant Software and the related Documentation (including any and all copies thereof) to Consultant, or (if requested by Consultant) destroy such Consultant Software and Documentation and certify in writing to Consultant that such destruction has occurred.

2.4 Updates. During the Initial License Term or any License Renewal Term, Consultant may provide new releases, upgrades or maintenance patches to the Consultant Software, together with appropriate Documentation ("Updates"), on a schedule defined by Consultant. County is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Consultant Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be Consultant Software for purposes of this Agreement upon delivery. County may install the Updates in accordance with Consultant's recommended instructions or may request that Consultant install the Updates. Consultant may charge County at its then-current rates to (i) install the Updates to the County, (ii) train County on Updates, if such training is requested by County; or (iii) provide maintenance and support on the Consultant Software that is required as a result of County's failure to timely or properly install an Update. County shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by County's failure to install and use the most recent Update provided to it by Consultant. If County proposes changes in the Consultant Software to Consultant, such proposals will become Consultant's property. Consultant may, in its sole discretion, elect to make or not to make such changes without reference or compensation to County or any third party. Consultant represents to County that the Updates will comply with all applicable state law requirements at the time of delivery. County shall be responsible to ensure that it has installed and is using only certified versions of Consultant Software in accordance with applicable law. County shall pay Consultant for any Update which is required due to a change in state or local law.

2.5 Fees

a. **Equipment Sale and Software License Fees.** The fees for the purchase of Consultant's Equipment and License of Consultant Software are set forth on Exhibit A2

- b. **Election Set-Up Fee.** The per election fee for election setup is set forth on Exhibit B2.
- c. **Pre-Election Services.** The fees for the optional Pre-Election Services are set forth on Exhibit B2.

ARTICLE 3 MISCELLANEOUS

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after Consultant notifies the County of Consultant intent to terminate the Agreement as a result of the County no longer utilizing Consultant's voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) County's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by Consultant due to (a) a breach of this Agreement by County, (b) County's failure to pay any amounts owed under this Agreement or (c) the failure of County to appropriate funds to make the payments due under this Agreement, County shall pay Consultant for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, County shall immediately return all Consultant Software and Documentation (including any and all copies thereof) to Consultant, or (if requested by Consultant) destroy such Consultant Software and Documentation and certify in writing to Consultant that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** Consultant anticipates shipping the Consultant Equipment and Consultant Software identified on Exhibit B2 to County on or before the "Estimated Delivery Dates" listed on Exhibit A2. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by County, product availability and other events outside of Consultant's control. Consultant will notify County of such revisions as soon as Consultant becomes aware of such revisions. Risk of loss for the Consultant Equipment and Consultant Software shall pass to County when such items are delivered to County's designated location. Upon transfer of risk of loss to County, County shall be responsible for obtaining and maintaining sufficient casualty insurance on the Consultant Equipment and Consultant Software and shall name Consultant as an additional insured thereunder and, at Consultant's request, shall deliver written evidence thereof to Consultant until all amounts payable to Consultant under this Agreement for Consultant Equipment and Software have been paid by County.

3.3 **Installation of Consultant Equipment and Consultant Software.** County acknowledges and agrees that the Consultant Equipment and Consultant Software provided by Consultant hereunder shall only be used by the County to perform the services contemplated under this Agreement and not for any other purpose. County will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the Consultant Equipment and

Consultant Software. Such site shall include has all necessary electric current outlets, circuits, and wiring for the Consultant Equipment. Consultant may, but shall not be required to, inspect the site and advise on its acceptability before any Consultant Equipment or Consultant Software is installed. The Consultant Equipment should be stored in a clean, dry and secure environment. During the storage and operation of the Consultant Equipment, the temperature and moisture ranges should be maintained in accordance with the Consultant Equipment Documentation. Consultant shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any Consultant Equipment or Consultant Software at a site not meeting Consultant's specifications.

3.4 Warranty

a. **Consultant Equipment and Consultant Software.** Consultant warrants for a **one (1) year** period for the Consultant Equipment and a **one (1) year** period for the Consultant Software (the "Warranty Periods") it will repair or replace any component of the Consultant Equipment or Consultant 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 Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any repaired or replaced item of Consultant Equipment or Consultant Software shall be warranted only for the unexpired term of the Warranty Periods. All replaced components of the Consultant Equipment or Consultant Software will become the property of Consultant. Warranty services may be provided on-site at the County's location or through a depot location as may be determined by Consultant in Consultant's sole discretion. This warranty is effective provided that (I) County notifies Consultant within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Consultant Equipment or Consultant Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Consultant, (III) the Consultant Equipment or Consultant 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 Consultant or causes beyond the reasonable control of Consultant or County, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) County has installed and is using the most recent update provided to it by Consultant. 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. County shall have access to Consultant Help Desk Support during the Warranty Periods. Consultant reserves that right to use third parties approved by Consultant to perform the warranty services hereunder.

b. **Exclusive Remedies/Disclaimer.** **IN THE EVENT OF A BREACH OF SUBSECTION 3.4(a), CONSULTANT'S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. CONSULTANT 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.**

3.5 **Consumables.** County shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the Consultant Equipment,

including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet Consultant's specifications and may be purchased directly from Consultant or from authorized dealers. In the event the County purchases Consumables which do not meet Consultant specifications, County shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the County's failure to purchase Consumables which meet Consultant's specifications

**EXHIBIT A2
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
Consultant Equipment, Software, and Services	Exhibit B2	\$27,600.00
Shipping and Handling		Included
Total Sale:		\$27,600.00
Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see <u>Exhibit B2</u> for Election Set-Up Fees and Optional Pre-Election Services Fees and Payment Terms.		
Terms & Conditions:		
<p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of County. 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>Invoicing and Payment Terms are as Follows:</u> Please see Attachment B – Compensation</p> <p>\$27,600.00 to be invoiced upon delivery of the Ballot On Demand Printing System. Invoice is due net 30 from invoice date.</p> <p>All other Service Fees are set forth on <u>Exhibit B2</u> and are due within thirty (30) days of County’s receipt of Consultant’ invoice.</p>		
Ongoing Services:		
Description	Annual Fee – First Renewal Period	
Software License, Maintenance & Support Services:		
- Software Fees (See <u>Exhibit B2</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	\$7,380.00	
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.		

**EXHIBIT B2
EQUIPMENT, SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES**

QTY	DESCRIPTION	TOTAL PRICE
Ballot On Demand Printing System		
4	(Refurbished) Compact Printer with Firmware and (One) 1 Year Warranty	Included
4	Laptop Computer with Router	Included
Software		
	Balotar 1-Year Software Licenses Including the Following Features:	
X	Single and Multiple Request Capability	Included
Services		
1	Training	Included
X	Installation & Acceptance Testing	Included
TOTAL SALE:		\$27,600.00

ELECTION SETUP FEES

Initial Election Set-Up Fee per Election Event
Black and White Ballot Set-Up:
\$450.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Color Ballot Set-Up:
\$550.00 per election set-up + \$1.00 per unique PDF for first Computer
\$75.00 for each additional Computer set-up
Rework of Set-Up due to County Changes After Initial Set-Up is Complete
\$175.00 per change event for first Computer set-up
\$75.00 for each additional Computer set-up
Other
\$350.00 fee for L&A Test Deck Creation
On-Site Set-Up: \$1,700.00 per person, per day

OPTIONAL PRE-ELECTION SERVICES FEES

Upon request by the County and the payment of the associated fees, Consultant shall provide the following services to the County ("Pre-Election Services"). The Service Fee per day is subject to increase after the Initial Term.

DESCRIPTION	SERVICE FEE PER DAY
Printer Cleaning, Pre-Election Testing, Roller Replacement, Parts Inspection, Ballot-Folder Adjustment/Testing and Onsite Assistance with Print-Alignment, Clearing Jams and other Hardware Adjustments.	\$1,700.00 Per Person Per Day

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of Consultant invoice.

Consultant reserves the right to increase the fees set forth herein at the beginning of each Renewal Period.

ATTACHMENT B – COMPENSATION

Total compensation to Consultant will be paid in accordance with the payment terms set forth below with cost-not-to-exceed (\$).

PRICING AND PAYMENT TERMS

Voter Tabulation System

Description	Refer To	Total Amount
Initial Voter Tabulation System Sale	Attachment A-1	\$172,083.75
Payment Terms:		
<p>\$86,041.75 of Total Amount will be invoiced upon Agreement Execution.</p> <p>\$86,042.00 of Total Amount will be invoiced as Tabulation, BMD Equipment and Software are delivered to County.</p> <p>Invoices are due net 30 from invoice date.</p>		
Description	Refer To	Total Amount for Three Year Term
Post Warranty Hardware and Software, License Maintenance and Support Services	Exhibit A1 of Attachment A-1	\$61,695.00
Payment Terms:		
<p>Consultant will invoice County annually for each year of the initial three (3) year term. Payment is due before the start of each period within the initial three (3) year term.</p>		

Ballot On Demand System

Description	Refer To	Total Amount
Initial Ballot On Demand System Sale	Exhibit A2 of Attachment A-2	\$27,600.00
Payment Terms:		
<p>\$27,600.00 of Total Amount will be invoiced as the Ballot On Demand System is delivered to County.</p> <p>Invoices are due net 30 from invoice date.</p>		
Description	Refer To	Amount
Election Set Up Fees and Optional Pre-Election Services Fees	Exhibit B2 of Attachment A-2	TBD
Payment Terms:		
<p>Election Set Up and Optional Pre-Election Fees are due within thirty (30) days of receipt of Consultant's invoice.</p>		
Description	Refer To	Amount
Annual Software License, Maintenance and Support Services	Exhibit A2 of Attachment A-2	\$7,380.00

Payment Terms:

Payment is due at the start of each Renewal Period. The fee set forth above reflects the Fee for the First Renewal Period Only.

The pricing and payment terms set forth herein constitute the full and complete understanding and agreement of the parties with respect to the equipment, software and services to be provided by Consultant and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Consultant shall provide invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, days of work expended, a detail of work performed, daily rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

DAILY LABOR RATES

- Consultant Services \$1,700.00/day

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for Election Systems & Software, LLC (the "Consultant"), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Consultant's officers, subconsultants, and agents who perform services pursuant to the Agreement to which this **Attachment "C"** is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subconsultants, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Company Name (if any):

Election Systems & Software, LLC

Signed:  _____

Date: 11/11/19

Name: Richard J. Jablonski

Title: VP OF Finance