



**BUTTE COUNTY CONTRACT ADMINISTRATION
REQUEST FOR EXPENSE CONTRACT REVIEW**

To Be Completed By Submitting Department
(A MINIMUM OF **TWO ORIGINALS & ONE COPY** OF THE CONTRACT MUST BE ATTACHED unless contract is going to the BOARD = **THREE ORIGINALS & ONE COPY**)

CONTRACT NO.

X 23135

COUNTY OF BUTTE

Approval Authority:		<input checked="" type="checkbox"/> Board of Supervisors	<input type="checkbox"/> General Services	<input type="checkbox"/> Department Only
<input type="checkbox"/> Contract Initial Review	<input type="checkbox"/> Contract Approval Review	<input type="checkbox"/> Amendment Initial Review	<input checked="" type="checkbox"/> Amendment Approval Review	
Date Submitted:	10/7/2020	Contact Person:	Candace Grubbs	Phone No: 552-3401
Vendor #:	11890	Name of Contractor:	Dominion Voting Systems, Inc	
Title of Contract:	Electronic Voting System Purchase- Amendment 3 X23135			

Is this a NEW INDEPENDENT CONTRACTOR/SOLE PROPRIETOR? NO YES - If YES you must file a W-9 before payment can be issued

Charge Code:	4701000	Account No.:	539010	Project No. or PCharge Code or PCharge Code Acct.	470472
Maximum Amt. Payable:	\$1,218,884.23	Encumbrance Split (If contract will be encumbered):			
Start Date:	Upon approval	End Date:	June 30, 2025	Duration:	8 years
Will contract require additional appropriation	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Funding Source:			
Does Contract require Business Associate Agreement (HIPAA)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

HOW WAS CONTRACTOR SELECTED?

Contract is for less than \$5000 and therefore solicitation is not required and/or quotes were obtained to verify pricing
 Based on Competitive Solicitation No. ___ - ___; lowest price/best value & responsive/responsible offer/proposal/bid or...
 Explain:

Non-Competitive Process:
 Based on Competitive Solicitation Exception F.2.(B)v(b)(X) (Cite Specific Exception)

Brief Elaboration: This is the only known product or service that will meet the specialized needs of this department or perform the intended function.

I concur with the above citation application to this contract and recommend approval as exception to the competitive solicitation process.
 I do not concur with citation; competitive solicitation is required or SSJ must be submitted.

Debbie Heath, Contracts/Procurement Agent Date:

Based on standardization (S_____, approved on _____) other sole source or single source justification; see attached documentation for full explanation.

CONFLICT OF INTEREST/CALPERS ANNUITANT

Contractor is a past County employee (within past 24 months) or a CalPERS retired annuitant from any agency. (If checked, attach completed Independent Contractor Certification Form which has been approved by HR and the Auditor/Controller prior to routing to General Services.)

DEPARTMENT AUTHORIZATION & APPROVAL SPECIAL HANDLING

Requested Date of Approval: 10/23/2020 BOS Agenda Date: 10/27/2020
 NOTE: If transmittal has already been submitted this sheet should be YELLOW

When fully routed send directly to Clerk of the Board When fully routed notify contract person for instruction

The undersigned hereby certifies that the attached contract and the processes that produced it were accomplished in compliance with the Butte County Ordinance and with Contract/Purchasing Policy & Procedure Manual and in accord with Butte County Fiscal Goals and Objectives.

Candace J. Grubbs

10/16/2020

Typed or Printed Name of Dept Head or Delegate Signature of Department Head or Delegate Date

FOR REVIEW RECORDS ONLY

PWC 100

Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	10/19	10/22/20		
County Counsel:	10/23/20	10/26/20		
Approval Authority:				

BUTTE COUNTY GENERAL SERVICES
 OCT 19 2020
 ORVILLE, CALIFORNIA
 BUTTE COUNTY ADMINISTRATION
 OCT 26 2020

**AMENDMENT TO CONTRACT
GREATER THAN \$25,000.00**

X 2 3 1 3 5

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

Amendment Number	3	Date of Amendment	10/07/2020																				
Contract Number	X23135	Date of Contract	7/1/2018																				
Contractor	Dominion Voting Systems, Inc.																						
Previous Contract Price	1,042,000	<input type="checkbox"/>	Fixed Price	<input checked="" type="checkbox"/>	Not-to-Exceed Price																		
Net Change This Amendment	176,809.98	<input type="checkbox"/>	Fixed Price	<input checked="" type="checkbox"/>	Not-to-Exceed Price																		
Revised Contract Price	1,218,809.98	<input type="checkbox"/>	Fixed Price	<input checked="" type="checkbox"/>	Not-to-Exceed Price																		
Original Completion Date	6-30-2026																						
Revised Completion Date																							
Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)																							
Amendment to increase contract price to include additional products and services for State Mandated modifications for the implementation of Vote Centers. Provisions include:																							
<ul style="list-style-type: none"> Additional purchases: <table border="0" style="width: 100%;"> <tr> <td>15 Mobile Ballot Printing printers</td> <td style="text-align: right;">\$87,000.00</td> </tr> <tr> <td>Nine ImageCast X Kits</td> <td style="text-align: right;">\$28,575.00</td> </tr> <tr> <td>Nine ATI Kits- ICX – USB</td> <td style="text-align: right;">\$3,375.00</td> </tr> <tr> <td>Nine ImageCast X Voting Booths</td> <td style="text-align: right;">\$2,655.00</td> </tr> <tr> <td>Nine ImageCast Classic 8MD Transport Bag</td> <td style="text-align: right;">\$1,125.00</td> </tr> <tr> <td>Shipping</td> <td style="text-align: right;">\$900.00</td> </tr> <tr> <td>Total Purchases</td> <td style="text-align: right;">\$123,630.00</td> </tr> <tr> <td>8.25% Sales Tax</td> <td style="text-align: right;">\$10,125.23</td> </tr> <tr> <td>Grand Total with tax</td> <td style="text-align: right;">\$133,755.23</td> </tr> </table> Remove current Exhibit A 2. payment schedule and replace with attached Exhibit A 2. payment schedule. This includes adjusting remaining five years of contract to include an extra \$9,060.52 annually for licenses, warranties and sales tax. 						15 Mobile Ballot Printing printers	\$87,000.00	Nine ImageCast X Kits	\$28,575.00	Nine ATI Kits- ICX – USB	\$3,375.00	Nine ImageCast X Voting Booths	\$2,655.00	Nine ImageCast Classic 8MD Transport Bag	\$1,125.00	Shipping	\$900.00	Total Purchases	\$123,630.00	8.25% Sales Tax	\$10,125.23	Grand Total with tax	\$133,755.23
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Shipping	\$900.00																						
Total Purchases	\$123,630.00																						
8.25% Sales Tax	\$10,125.23																						
Grand Total with tax	\$133,755.23																						
All remaining terms and conditions of the contract shall remain in effect.																							
All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.																							

COUNTY

CONTRACTOR

Steve Lambert 10/27/2020
 Steve Lambert Date
 Chair, Board of Supervisors

Michael Frontera
 Michael Frontera Date:
 Executive Vice President 10/14/20

APPROVED AS TO FORM
 Butte County Counsel

Contracts Division 10/22/2020
 Contracts Division Date

By: [Signature] 10/16/20
 Date

2. Payment Schedule - Licenses and warranties will be invoices annually and services will be invoiced immediately after the service is provided. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer.

ID	Payment Invoice Detail	Payment Amount
Year 1		
1	Agreement Signing	\$199,474.00
2	Completion of System Acceptance	\$199,474.00
3	Election Services	\$21,500.00
5	Tax	\$23,848.73
6	Estimated Shipping	\$7,000.00
Year 1 TOTAL (Already Purchased/Paid)		\$451,296.73
Year 2		
1	Additional Purchase of BOD's & ImageCast X	\$122,265.00
2	Additional Purchase - 8.25% Sales Tax	\$10,086.86
3	Election Services	\$17,000.00
4	License (taxable)	\$29,350.00
5	Warranty (taxable)	\$12,975.00
6	Tax	\$3,491.81
Year 2 TOTAL (Already Purchased/Paid)		\$195,168.67
Year 3		
1	Additional Purchase of BOD's & ImageCast X	\$133,755.23
2	Election Services	\$21,500.00
3	License (taxable)	\$30,250.00
4	Warranty (taxable)	\$13,905.00
5	Tax	\$3,642.79
Year 3 TOTAL		\$203,053.02
Year 4		
1	Election Services	\$17,000.00
2	License (taxable)	\$31,600.00

ID	Payment Invoice Detail	Payment Amount
3	Warranty (taxable)	\$20,925.00
4	Tax	\$4,333.31
	Year 4 TOTAL	\$73,858.31
	Year 5	
1	Election Services	\$17,000.00
2	License (taxable)	\$31,600.00
3	Warranty (taxable)	\$20,925.00
4	Tax	\$4,333.31
	Year 5 TOTAL	\$73,858.31
	Year 6	
1	Election Services	\$17,000.00
2	License (taxable)	\$31,600.00
3	Warranty (taxable)	\$20,925.00
4	Tax	\$4,333.31
	Year 6 TOTAL	\$73,858.31
	Year 7	
1	Election Services	\$17,000.00
2	License (taxable)	\$31,600.00
3	Warranty (taxable)	\$20,925.00
4	Tax	\$4,333.31
	Year 7 TOTAL	\$73,858.31
	Year 8	
1	Election Services	\$17,000
2	License (taxable)	\$31,600.00
3	Warranty (taxable)	\$20,925.00
4	Tax	\$4,333.31
	Year 8 TOTAL	\$73,858.31
	TOTAL CONTRACT	\$1,218,809.98



**BUTTE COUNTY CONTRACT ADMINISTRATION
REQUEST FOR EXPENSE CONTRACT REVIEW**

**CONTRACT NO.
X 23135
COUNTY OF BUTTE**

To Be Completed By Submitting Department
(A MINIMUM OF **TWO ORIGINALS & ONE COPY** OF THE CONTRACT **MUST BE ATTACHED** unless contract is going to the BOARD = **THREE ORIGINALS & ONE COPY**)

Approval Authority: Board of Supervisors General Services Department Only
 Contract Initial Review Contract Approval Review Amendment Initial Review Amendment Approval Review
 Date Submitted: 6/1/2018 Contact Person: Candace Grubbs Phone No: 538-7654
 Vendor #: 11890 Name of Contractor: Dominion Voting Systems, Inc
 Title of Contract: Electronic Voting System Purchase

Is this a NEW INDEPENDENT CONTRACTOR/SOLE PROPRIETOR? NO YES - If YES you must file a W-9 before payment can be issued

Charge Code: 4701000 Account No.: 563000 Project No. or PCharge Code or PCharge Code Acct. 470472
 Maximum Amt. Payable: \$893,000.00 Encumbrance Split (If contract will be encumbered): 2026 gmd
 Start Date: July 1, 2018 End Date: June 30, 2025 Duration: 8 years
 Will contract require additional appropriation YES NO Funding Source:
 Does Contract require Business Associate Agreement (HIPAA)? YES NO

HOW WAS CONTRACTOR SELECTED?

Contract is for less than \$5000 and therefore solicitation is not required and/or quotes were obtained to verify pricing
 Based on Competitive Solicitation No. ___ - ___; lowest price/best value & responsive/responsible offer/proposal/bid or...
 Explain:

Non-Competitive Process:
 Based on Competitive Solicitation Exception _____ (Cite Specific Exception)
 Brief Elaboration: This is the only known product or service that will meet the specialized needs of this department or perform the intended function.
 I concur with the above citation application to this contract and recommend approval as exception to the competitive solicitation process.
 I do not concur with citation; competitive solicitation is required or SSJ must be submitted.
 Debbie Heath, Contracts/Procurement Agent Date:
 Based on standardization (S _____, approved on _____) other sole source or single source justification; see attached documentation for full explanation.

CONFLICT OF INTEREST/CALPERS ANNUITANT

Contractor is a past County employee (within past 24 months) or a CalPERS retired annuitant from any agency. (If checked, attach completed Independent Contractor Certification Form which has been approved by HR and the Auditor/Controller prior to routing to General Services.)

DEPARTMENT AUTHORIZATION & APPROVAL SPECIAL HANDLING

Requested Date of Approval: 6/18/2018 BOS Agenda Date: 6/26/2018 NOTE: If transmittal has already been submitted this sheet should be YELLOW
 When fully routed send directly to Clerk of the Board When fully routed notify contract person for instruction

The undersigned hereby certifies that the attached contract and the processes that produced it were accomplished in compliance with the Butte County Ordinance and with Contract/Purchasing Policy & Procedure Manual and in accord with Butte County Fiscal Goals and Objectives.

Candace J. Grubbs *Candace J. Grubbs* 6/11/2018
 Typed or Printed Name of Dept Head or Delegate Signature of Department Head or Delegate Date

FOR REVIEW RECORDS ONLY


Review	Received	Log Out	Comments or Notations	Reviewer
Contracts Division:	6/11/18	6/13/18	X23135 4701000 563000 470472	JMG
County Counsel:	6/14/18	6/19/18		BJS
Approval Authority:	7/25/18	7/25/18		605/pb

BUTTE COUNTY RECEIVED
 JUN 17 2018
 BUTTE COUNTY COUNSEL
 2:18 JUN 14 AM 8:17
 GENERAL SERVICES


SOLE SOURCE JUSTIFICATION/APPROVAL **CONTRACT NO**

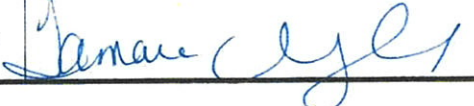
Supplier Name:	Dominion Voting Systems, Inc	X 23135
Street Address:	1201 18 th St., Ste. 210	
City/State/ZIP:	Denver, CO 80202	
Telephone:	(909) 362-1715	
General Description of Commodity or Service to be Purchased		
Purchase of an Electronic Voting System to include hardware, software, set-up and training over a term of 8 years.		
Estimated (or Actual) Dollar Value of Contract		\$ 893,000.00

INSTRUCTIONS: Please initial all entries below that apply to the proposed purchase. Attach additional information or support documentation if needed. More than one entry will apply to most sole source justifications.

SOLE SOURCE JUSTIFICATION		
ITEM	INITIALS	JUSTIFICATION
1		Purchase is required from the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed.
2		Purchase is required from the only Butte County area distributor of the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed
3		Parts or equipment are not interchangeable with similar parts from another manufacturer. If this item is initialed, please explain below (attach additional sheet if needed).
Explanation:		
4		This is the only known product or service that will meet the specialized needs of this department or perform the intended function. If this item is initialed, please explain below (attach additional sheet if needed).
Explanation: See attached Memo		
5		Parts or equipment are required from this supplier to provide standardization. If this item is initialed, please explain below (attach additional sheet if needed).
Explanation:		
6		None of the above apply. A detailed justification for this sole source purchase is provided below (Attach additional sheet if needed):
Detailed Justification:		

On the basis of the foregoing, I recommend that competitive procurement be waived and that the product or service on the attached Purchase Requisition be purchased on a sole source basis. I understand that I may be required to provide a detailed cost estimate since price reasonableness will not be established through the competitive process.

DEPARTMENT NAME	AUTHORIZED SIGNATURE	DATE
Clerk-Recorder		6/11/18

APPROVAL BY PURCHASING SERVICES (Approval by General Services Director Required for Consultants)		
Based on the above justification:		
<input checked="" type="checkbox"/> I hereby approve the purchase of this product or service on a sole source basis.		
<input type="checkbox"/> I recommend that the Board of Supervisors approve this purchase on a sole source basis.		
Signature		Date
		6/13/18

CANDACE J. GRUBBS
COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS
COUNTY OF BUTTE

CONTRACT NO.

X 23135

COUNTY OF BUTTE
County Clerk-Recorder Division

530-538-7691

Fax: 530-538-7975

Elections Division

530-538-7761

Fax: 530-538-6853

155 Nelson Avenue
Oroville, CA 95965-3411

<http://clerk-recorder.buttecounty.net>
<http://buttevotes.net>
Twitter:@ButteCCRR



To: General Services
From: Candace J. Grubbs, County Clerk-Recorder/Registrar
Subject: Sole Source Justification
Date: 5/25/2018

Here are the differences from Dominion and any other vendor:

1. Dominion Voting's Democracy Suite, version 5.2, received certification and approval for use from the Secretary of State of California on October 16, 2017. This certification was to the highest level highest standards required by the California Secretary of State, as adopted. These standards are derived from the United States Elections Assistance Commission's Voluntary Voting System Guidelines versions 1.1 and 2.0. Dominion's Democracy Suite Voting Solution is currently the only system in California that is certified to these standards.
2. ImageCast Remote Voting UOCAVA/RAVBM System offers a secure and efficient means for overseas and military voters, as well as voters with disabilities to receive, mark, print and return their ballot to their local elections office. The ImageCast Remote UOCAVA/RAVBM system ensures the security and transparency of the balloting process while preserving the privacy of UOCAVA voters and voters with disabilities. Ballots returned by ImageCast Remote UOCAVA/RAVBM voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system.
3. Adjudication: the all certified system in CA with Adjudication of outstacked ballots, increase efficiency and cut cost of tabulating ballots.
4. COTS (Commercial Off The Shelf): Dominion's offer is fully off the shelf. This saves time to implement and overall cost of acquisition.

Candace J. Grubbs
Butte County Clerk-Recorder/ Registrar of Voters

STANDARD CONTRACT
Greater than \$25,000.00

CONTRACT NO. X 2 3 1 3 5

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE			
Term of This Contract (Complete Dates in Just One of the Following Three Rows)			
<input checked="" type="checkbox"/> Below	Term Begins	Term Completion Date	
<input type="checkbox"/>	On Following Date	On Following Date	July 2025 <i>2026 gm</i>
<input type="checkbox"/>	Upon Date Notice to Proceed Received	<input type="checkbox"/>	Calendar Days Following Receipt of Notice to Proceed
<input checked="" type="checkbox"/>	Upon Last Date Executed by County	<input type="checkbox"/>	Calendar Days Following Execution of Contract by County
County Department		FOB Point	
Terms	Net	Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)	
Price	0	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price
		<input type="checkbox"/> Monthly Price	<input type="checkbox"/> Hourly Rate
Not-to-Exceed Price	\$893,000.00	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate	
Contractor Contact Information		County Contact Information	
Contractor	Dominion Voting Systems, Inc.	Project Manager	Candace J. Grubbs
Address	1201 18 th St., Ste. 210	Address	155 Nelson Ave
City, State & ZIP	Denver, CO 80202	City, State & ZIP	Oroville, CA 95965
Telephone	(909) 362-1715	Telephone	(530) 538-6366
Facsimile		Facsimile	(530) 538-6853

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work, *Exhibit A, Exhibit B gm*

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Candace J. Grubbs
 Typed or Printed Name *Candace J. Grubbs* Signature 6/11/18 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY
Steve Lambert JUL 24 2018
 Steve Lambert Date
 Chair, Butte County Board of Supervisors

CONTRACTOR
Michael Frontera 6/18/18
 Michael Frontera Date
 Executive Vice President

REVIEWED FOR CONTRACT POLICY COMPLIANCE
 General Services Contracts Division
Janet Woods 6/13/18
 By Date

REVIEWED AS TO FORM
 BRUCE S. ALPERT
 Butte County Counsel
Bruce S. Alpert 6/19/18
 By Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Compensation.** The maximum amount of this contract shall not exceed \$893,000.00 and shall be paid in accordance with the attached costs listed in Exhibit A - Dominion Voting Systems Agreement, attached hereto. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County. Title to the System, or any portion thereof, shall not pass to the County and shall remain with Contractor.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions, or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct. Except for the indemnification obligations of this Section 7, the Contractor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which

may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract**. Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care**. County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures**. Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term**. Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws**. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum**. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions**. In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment**: Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
17. **Removal and disposal of existing voting system**. Contractor agrees to remove and dispose of existing voting system in place at the County, before implementation of the new system, at no additional charge or expenses to the County. All applicable regulations will be followed and Vendor will provide documentation certifying this to the County.

ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) 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.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 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 and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The County of Butte, 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 Contractor, 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 Contractor'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).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form 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 and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or 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.

E. 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.

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

G. 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.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT III

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor shall perform all implementation, training, and election support services associated with the hardware and software listed in the cost proposal included in Exhibit A – Voting System Agreement and Exhibit B – Scope of Work and hereby provides a license to the county to utilize the software as set forth in Attachment III – Dominion Voting Systems Software License and Hardware Warranty Terms and Conditions.

DOMINION VOTING SYSTEMS

A. SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Agreement" shall mean the agreement between the Parties for the purchase of Hardware and purchase and use of the licensed Software.
- 1.2. "Hardware" means the ImageCast® system defined in the Agreement.
- 1.3. "Licensee" shall mean the Butte County Clerk-Recorder.
- 1.4. "Licensor" shall mean Dominion Voting Systems.
- 1.5. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.6. "Software" means the Democracy Suite® and/or ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.7. "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.8. "Term" shall mean the term period defined in the Agreement.

2. License.

- 2.1. License to Software. Subject to the terms herein and subject to payment by the Licensee of the License fees as described in the Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. When applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of

Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

3. Upgrades and Certification. During the Term, Licensor shall provide upgrades to Licensee under the following conditions.

- 3.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Licensee's State, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.
- 3.2. Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

4. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

- 4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- 4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- 4.3. Alter or modify the Software or copyright notices in any way or prepare any derivative works of the Software or any part of parts of the Software;

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

6. Warranties. The following warranties shall apply.

- 6.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. The Licensor also warrants that the Software shall comply with the Licensee's State certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the Licensee's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.
- 6.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost and incorporate such corrections into the next version certified by the Licensee's State.
- 6.3. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

- 6.4. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware Warranty shall remain in effect until one year after Hardware acceptance.
- 6.5. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.
- 6.6. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Dominion for use with the Hardware. The following conditions apply to the Hardware warranty:
- 6.6.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.
- 6.6.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
- 6.6.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
- 6.6.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;
- 6.6.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;
- 6.6.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.
- 6.7. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

B. PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

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

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Contract.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS LICENSE, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND BUTTE COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Canon DR-G1130 high speed document scanner, OptiPlex 7440 All-in-One Series with pre-loaded software, ImageCast Central Software, Twain driver, ibutton driver, DR-G1130 driver, One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables.	4	\$ 25,000	\$ 100,000
ImageCast X – BMD Accessible Units 21 inch touchscreen tablet, ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	45	\$2,750	\$123,750
ImageCast X Voter Activation Stations Dell Laptop, ICX Activation software Smart Card Reader/Writer	40	\$1,200	\$48,000
ImageCast X Transportation Bag Set	45	\$125	\$5,625
ImageCast X Voting Booths	45	\$275	\$12,375
ImageCast X Pollworker Smartcards	50	\$8	\$400
ImageCast X Technician Smartcards	20	\$8	\$160
ATI Accessibly Voting Kit	45	\$354	\$15,930
8GB USB Flash Drive	10	\$17	\$170
UPS SMT 1500 980 watts, input 120 output 120volts, interface DD-9RS-232	12	\$499	\$5,988
Mobile Ballot Printing (MBP) Kit Oki Data C712 Printer, dell laptop, cables	2	\$5,800	\$11,600
Democracy Suite System Software and Hardware			
Democracy Suite Standard Software Application	1	\$25,000	\$25,000
ImageCast Adjudication Software Application	1	\$20,000	\$20,000
Mobile Ballot Printing Software Application	1	\$4,000	\$4,000
ImageCast Remote UOCAVA/RAVBM Software Application	1	\$12,500	\$12,500
Democracy Suite EMS Server Hardware Kit – up to 22 clients	2	\$17,000	\$34,000
Democracy Suite EMS Workstation	2	\$1,400	\$2,800

Democracy Suite Adjudication Hardware Kit	3	\$1,400	\$4,200
EMS Report Printer	2	\$125	\$250
Reformatting Station Kit	1	\$1,200	\$1,200
Shipping			TBD
Implementation and Training			
Project Management and Implementation Support	20	\$2,500	\$50,000
System Acceptance Testing Training	2	\$2,000	\$4,000
Democracy Suite Training	3	\$2,000	\$6,000
ICX Operator Training	1	\$2,000	\$2,000
ICC Operator Training	1	\$2,000	\$2,000
ICC Adjudication Training	1	\$2,000	\$2,000
Pollworker Train the Trainer	2	\$2,000	\$4,000
Subtotal			\$497,948
Discount			(\$99,000)
YEAR 1 TOTAL EXTENDED PRICE			\$398,948
Election Set Up and Support			
Election Set Up (7 Elections Total)	7	\$17,000	\$119,000
3 day Election Support (2 Elections Total)	2	\$4,500	\$9,000
TOTAL EXTENDED PRICE			\$128,000

ANNUAL SOFTWARE LICENSE

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extended Price
Democracy Suite Software	1	\$5,000	\$5,000
ImageCast Adjudication Software	1	\$4,000	\$4,000
Mobile Ballot Printing Software	1	\$800	\$800
ImageCast Remote UOCAVA/RAVBM Software	1	\$2,500	\$2,500
ImageCast Central Tabulator Software	4	\$2,575	\$10,300
ImageCast X – BMD Accessible Units	45	\$150	\$6,750

* Dominion reserves the right to adjust the Annual Software License Fee within two and half percent (2.5%) of the then current fee starting year 3.

ANNUAL HARDWARE WARRANTY

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator	4	\$1,500	\$6,000
ImageCast X – BMD Accessible Units	45	\$155	\$6,975

2. **Payment Schedule** - Dominion shall provide invoices to the Customer for Year 1 System and services as described below. Ongoing licenses and warranties will be invoices annually and services will be invoiced immediately after the service is provided. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The estimate California tax for the first year payment equals \$23,900.

ID	Payment Invoice Detail	Payment Amount
Year 1		
1	Agreement Signing	\$199,474.00
2	Completion of System Acceptance	\$199,474.00
3	Election Services	\$21,500.00
5	Tax	\$23,848.73
6	Estimated Shipping	\$7,000.00
	Year 1 TOTAL	\$451,296.73
Year 2		
1	Election Services	\$17,000.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 2 TOTAL	\$62,393.56
Year 3		
1	Election Services	\$21,500.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56

ID	Payment Invoice Detail	Payment Amount
	Year 3 TOTAL	\$66,893.56
	Year 4	
1	Election Services	\$17,000.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 4 TOTAL	\$62,393.56
	Year 5	
1	Election Services	\$17,000.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 5 TOTAL	\$62,393.56
	Year 6	
1	Election Services	\$17,000.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 6 TOTAL	\$62,393.56
	Year 7	
1	Election Services	\$17,000.00
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 7 TOTAL	\$62,393.56
	Year 8	
1	Election Services	\$17,000

ID	Payment Invoice Detail	Payment Amount
2	License	\$29,350.00
3	Warranty	\$12,975.00
4	Tax	\$3,068.56
	Year 8 TOTAL	\$62,393.56
	TOTAL CONTRACT	\$892,551.65

3. Detailed Deliverables Description

3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon DR-G1130 high speed document scanner
- 3.1.2 ImageCast® Central Software including third party software
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 3.1.4 iButton Security Key
- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

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

- 3.2.1 **AuditMark®.** For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
 - The top portion of the image contains a scanned image of the ballot.
 - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1 **ImageCast® X ("ICX").**

- 3.1.1 **Application:** ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written

summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored both the ImageCast Central and Precinct Tabulators

- 3.1.2 Components: ImageCast X BMD is composed of a 21" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable, 5 smart cards, and 8GB flash drive.
- 3.2 **Democracy Suite Light Software** consists of the following components
 - 3.2.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.
 - 3.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 3.3 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.
- 3.4 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.
- 3.5 **ImageCast Remote Voting UOCAVA/RAVBM System** offers a secure and efficient means for overseas and military voters, as well as voters with disabilities to receive, mark, print and return their ballot to their local elections office. The ImageCast Remote UOCAVA/RAVBM system ensures the security and transparency of the balloting process while preserving the privacy of UOCAVA voters and voters with disabilities. The ImageCast Remote UOCAVA/RAVBM system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote UOCAVA/RAVBM voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system.
- 3.6 **Implementation Services and Training.** Dominion will provide the following training as described herein.
 - 3.6.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of

the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

- 3.6.2 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period
- 3.6.3 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.6.4 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.6.5 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.6.6 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting. In addition, Dominion will provide training for ImageCast Remote UOCAVA / RAVBM and Mobile Ballot Printing.
- 3.6.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.
- 3.6.8 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.
- 3.7 ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for the seven (7) Elections during the term of the initial contract. Ballot definition services will be provided in English only and will include the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense.
- 3.8 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.9 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.10 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

BUTTE COUNTY
EXHIBIT B
STATEMENT OF WORK

1. **Introduction**

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

2. **Project Management**

2.1 **Phase I**

"Phase I" will occur during the full system implementation of the Dominion Voting system for the 2018 November General Election. A Dominion Project Manager will be appointed and will be on-site as needed to support the county as flow dictates. (consistent to the departments work hours) and available commencing when the contract is signed through completion of Phase I. Dominion's Project Manager will be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall have the requisite skills and experience to provide the services required for the implementation including without limitation: elections support, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines. Dominion shall make commercially reasonable efforts to provide a Project Manager familiar with the election operations of Butte County and the election rules and regulation of the State of California.

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

- 2.1.1 **Product Specialist.** Shall provide technical support through Phase I. This resource is responsible for the installation, operation, repair, and maintenance of all Dominion Voting Systems hardware and software, scheduling and supervising resources for all hardware and software related matter, providing election support services and customer training, and interfacing directly with customers, co-workers and election officials.
- 2.1.2 **Implementation Manager** Shall work with the County's elections staff, as well the County's IT staff, to install the certified EMS and adjudication system hardware. As part of this role, the systems configuration manager will evaluate the current environment at the County and provide recommendations for any changes required for configuration.
- 2.1.3 **Training and Documentation Manager.** Will coordinate with Dominion and County project managers to develop and customize all training documentation and supervise all training related activity.

BUTTE COUNTY
EXHIBIT B
STATEMENT OF WORK

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

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

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

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

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

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

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2.2 Phase II

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

In the event the County decides it requires additional election programming, product specialist, or other support beyond what is described in paragraph 1 of this section, the County shall have the option to purchase additional services at the prices identified in Schedule B3. Dominion reserves the right to amend Schedule B3 throughout the agreement term; however, any increase in pricing will be based on changes in the Consumer Price Index. Services described in Schedule B3 (or modified equivalent services) shall be available throughout the Agreement Term.

3. Implementation Plan and Schedule

Dominion's Project Manager and County's Project Manager shall provide an Implementation Plan specifying the details for all tasks necessary to successfully complete the project, working cooperatively to set hard and soft deadlines. Each task identified will include a start and end date and the responsible parties involved. The Implementation Plan will include, but will not be limited to, a detailed Implementation Project Plan, which includes product delivery with implementation, delivery and training dates; Acceptance Testing Plan; System Readiness Plan; a Training Plan specifying training dates and curriculum to parties requiring training; as well as a Communication Plan. Please see a draft Implementation Plan attached hereto as Schedule B1.

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

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

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

4. System Transition Review

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

- Ballot Templates. Used to create specific ballot designs for different election content including headers, ballot target positioning, contest and candidate width and height, County logos, instructional information, etc.
- Reporting. Includes a full review of the County's existing reporting requirements, as well as output to provide a comparison to the new system's analogous reporting functionality.
- California Use Procedures. Review of the California Use Procedures for the Dominion System including Dominion's summary documentation.
- Configurable System Settings. The Dominion system has a number of optional system settings which are prescribed in the California Use Procedures. This portion will describe each setting and the effects of the current configuration on the election.
- Ambiguous Zone Thresholds. When a ballot is fed into an ICC, a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds, this is known as the ambiguous zone.
- Ballot Printing. Shall include a review of the requirements of ballot certification in California, provide a list of all current certified printers and discuss the importance of paper sourcing as well as other variables.
- DIMS Integration. Shall include a description of the Dominion Election Data Translator and it's compatibility with the current DIMS GEMS compatible export. In

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addition, this discussion will include some of the items which will need to be modified as part of the import process.

- WinEDS to Democracy Suite overview. This shall provide a comparison of WinEDS functionality to the analogue Democracy Suite functionality. For example, a comparison between WinEDS machines type options and Democracy Suite's configurable settings.
- Others, including without limitation, review of the County's current mobile ballot printing and election night reporting systems and operations facility review and planning.

5. Acceptance and Readiness Testing

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

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

5.1 General Acceptance Testing Terms

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

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

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5.2 Dominion ICC Acceptance Testing

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

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

1. Unpack the ICC scanner and place it on the desired workstation surface.
2. Attach the cabling from the scanner to the PC workstation
3. Plug the scanner and the PC workstation into a suitable 120V AC power source.
4. Power up the scanner and PC workstation.
5. Insert the memory card into the memory card port.
6. Log onto the computer.
7. Run the ICC application from the computer.
8. Insert the iButton security key and enter the passcode. The application will verify the iButton security key against the election files in the memory card port. Errors at this point indicate that the iButton security key has not been programmed correctly, and a replacement key may need to be ordered. Otherwise, the application will commence internal diagnostics testing before going into User's Mode.
9. If the ICC profile has been provided, and the settings match, then there is no need to re-create or re-save the profile. Simply use the one provided.

5.3 Dominion EMS Acceptance Testing

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

Pre-Voting Phase

1. Open the EMS Election Event Designer application
2. Create the Election Project
3. Open the Project
4. Set the Ballot Style and Ballot Style Parameters

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5. Define District Types
6. Define the District
7. Define the Precincts and associate Precinct to Districts
8. Create Political Party
9. Create Office, Define Office Settings, and Associate Elector Group Types to Offices, set Rotations
10. Import District Rotations
11. Create Contest, Override Office/Contest Settings
12. Define Choice to Contest, Associate Political Parties to Choice
13. Import Template Keywords
14. Define Ballot Manifestation
15. Preview Ballot Types
16. Preview Ballot Manifestation
17. Create Ballot Header
18. Create Contest Headings
19. Create Proofing Ballots
20. Create (Official) Ballots
21. Creating Polling Places
22. Define Tabulators, Assign Polling Places to Tabulators, Assign Precinct to Tabulators
23. Import DCF/MBS Files
24. Define Configuration Files
25. Associate Configuration File to Tabulator
26. Generate Election Files
27. Program Memory Card
28. Program iButton Security Key

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29. Create EMS Results Tally & Reporting User

Post-Voting Phase

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

5.4 System Readiness Testing

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

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

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6. **Printing Facilities Certification** Dominion shall provide the following services related to ballot printer certification.

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

7. **Training**

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

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

Dominion shall prepare training materials including training manuals, website training videos (please see sample of previous implementation at <https://www.youtube.com/playlist?list=PLsiDPMsLSeoA-0np94JYdl63QwDxn4-gS>), and technical reference manuals. Training and curriculum particular to the resources, staff, and needs of the County will be developed as part of the implementation meetings.

7.1 **Staff Training Outline**

- System
 - All system software and hardware components supplied by Dominion (proprietary and COTS)
 - ImageCast Central
- Optional system items
 - MBP Printers
 - ImageCast X BMD
 - ImageCast Remote (UOCAVA)
 - Election Night Reporting

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

7.2 Poll Worker Training

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

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

7.3 Training Curriculums

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

Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
ICX1 Technician Training	Administrative/Super User (County Officials and Elections Staff)	This course provides an introduction to the Dominion Voting hardware. Topics include: <ul style="list-style-type: none"> • Setup of the Equipment • Full security standards, including safeguards to prevent and detect tampering 	.5 Days	10 per class

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Training Class Description	User Category	Sample topics	Number of Days/Hours	Number of Students
		<ul style="list-style-type: none"> • Opening Polls • Handling Voting Sessions • Accessible Voting • Closing Polls • Hardware Diagnostics • Troubleshooting • Acceptance Testing • Performing L&A 		
ICX Operator Training	Basic User	<p>This course provides an introduction to the Dominion Voting hardware. Topics include:</p> <ul style="list-style-type: none"> • Setup of the Equipment • Basic security protocols, including safeguards to prevent and detect tampering • Opening Polls • Handling Voting Sessions • Accessible Voting • Assisting Voters with Special Needs • Closing Polls • Managing the Polling Place 	.5 Days	10 per class
ICC Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	<p>This course provides an introduction to the Dominion Voting hardware. Topics include:</p> <ul style="list-style-type: none"> • System setup, configuration & scan options • Security • Opening Polls • Scanning ballots and batch management • Closing Polls • Troubleshooting • Acceptance Testing • Performing L&A • Dominion to observe first ICC general user training and provide feedback 	5 Days	5 per class
Senior EMS User Training	Administrative/Super User (County Officials/Elections Staff)	<p>This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include:</p> <ul style="list-style-type: none"> • Overview • Turning on system • Application navigation • Importing from DIMS • Creating and editing offices and contests • Creating and editing ballot layout • Creating and editing screen content • Programming voting devices / central count scanners • Creating audio files for accessible voting • Editing synthesized audio • Importing custom audio • Zero reports 	5 days	5 per class

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Training Class Description	User Category	Sample topics	Number of Days/Hours	Number of Students
		<ul style="list-style-type: none"> • Adjudication setup • Adjudication Use (Administrator, User) • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR and ADJ) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting 		
Results Tally and Reporting Training	Administrative/Super User (County Officials/Elections Staff)	<p>This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include:</p> <ul style="list-style-type: none"> • Overview • Turning on system • Application navigation • Zero reports • Adjudication setup • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting 	5 Days	5 per class
ImageCast Adjudication Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	<p>This course provides an introduction to ImageCast Adjudication. Sample topics include:</p> <ul style="list-style-type: none"> • Overview • Turning on system • Application Navigation • Setting up the application • Application overview <ul style="list-style-type: none"> ○ Administrator ○ General user • Adjudicating ballots • Administering adjudicated ballots • Reporting • Closing/exiting application • Troubleshooting 	.5 Days	15 per class

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8. Election Setup

8.1 Election Definition

Dominion's Democracy Suite Election Management System shall have the capability of importing election data from DIMS's database to generate ballot layout used to conduct an election. Dominion shall provide election services for the November 2018 Elections. In the event the County requests additional election definition services from Dominion, Dominion shall provide those services according to the prices identified in Schedule B2.

The County shall review and approve or identify issues in all Dominion deliverables, with attention to ballot proofs and audio files. In the event the County discovers an issue, it shall provide written notice to Dominion following the discovery of any issue and Dominion shall rectify the issue within 24-hours at no additional cost to the County. In the event the County approves the final ballot proofs and audio files and after such approval, requests that a change be made to the deliverable, the Dominion may provide the change according to the service pricing identified in Schedule B2.

8.2 Ballot Layout

Dominion's Ballot Layout/Generation System supports English and Spanish, in both written and audio format; and, can add new languages.

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

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

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

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

Dominion has the ability to import the candidate/contest information directly from the DIMS's Election Information Management System and create the absentee ballot, Touchscreen ballot, and sample ballot from the same imported file. Dominion's System is capable of importing audio and text files (all languages).

The EMS can generate full-sized press-ready ballots in industry standard PDF format. The EMS has options to control fonts, line weights, number of columns, multiple languages, multi-card or double-sided, portrait-style, and colored headers. The ballot is

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8.5" wide and can vary between 11"-22" in length. The System has the ability to handle characters (such as solid diamond) placed before a candidate's name, without interfering with the randomized alphabet or rotation.

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

8.3 Pre-Election Logic and Accuracy Test

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

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

With a paper-based tabulation system, Pre-LAT is performed on the ImageCast X and ImageCast Central tabulators through the use of ballot test decks, rather than simulation scripts. Generally, the Pre-LAT procedure involves programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer

generated) test decks through each tabulator. This provides verification of both the quality of the printed ballots as well as the correctness of each tabulator's programming. After test decks have been scanned and the results report tapes have been verified, test results may be uploaded directly to the EMS Server using EMS Results Tally and Reporting. This results transfer test verifies that all parameters for each tabulator have been correctly configured.

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

9. Results, Tally and Reporting

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

The Results Tally and Reporting module enables election officials to use election data and report in styles and formats required by the Secretary of State. The Results Tally & Reporting module of the EMS shall provide reports with customizable queries, including the reporting of

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partial election returns throughout Election night, final unofficial election returns, and Canvass reports.

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

9.1 Adjudication

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

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

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

9.2 Marginal Marks

When a ballot is fed into an ImageCast® Central (ICC), a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds (known as the "ambiguous zone"), it will be deemed as a marginal mark and the ballot will be returned to the voter (in precinct voting) or sent to Adjudication (for central count) for corrective action.

9.3 AuditMark

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

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When scanned on the ICC, the ballot's AuditMark also includes a notation showing which batch the ballot belongs to and when it was scanned, making auditing by batch

simpler and more efficient. Each image is labeled with the tabulator, batch and sequence number within the batch which corresponds to the physical ballot in the stack.

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

10. Post-Election

Canvass - Dominion will assist the County in creating procedures for the conduct of the canvass and any necessary recounts. The system shall provide canvass reports including, but not limited to Interim, Semi-Final Official, Final Official, and the Statement of Vote reports. Dominion will be available to assist the County's staff in the conduct of the canvass and for any recounts through the 2018 Election Cycle. Dominion shall provide sample procedures and recommendations for the County's canvass process.

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

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

11. Warehouse Logistics Planning

Dominion will assist the County in planning the necessary upgrades and modifications needed for the storage and processing of the voting equipment. Dominion shall provide a written list of all tools, equipment, transportation carts, electrical requirements for outlets, and any other Dominion items, which are required to deploy the system. Dominion will also assist the County in creating a plan to accomplish the deployment of the equipment within the two weeks prior to Election Day.

12. Removal of County's Existing Elections Equipment

Dominion will assist the County in planning the necessary removal of existing elections equipment and provide all removal services. The cost for removal will be shared with the county.

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EXHIBIT B1-IMPLEMENTATION SCHEDULE—Sample Plan

Task Name	Duration	Start	Finish	Resource Names
Butte County 2018 November Election-New Implementation Project	94 days	Mon 7/30/18	Fri 12/7/18	
Team Meetings	1 day	Mon 7/30/18	Mon 7/30/18	County,DVS
Kick-off Meeting with County-Team Meetings Begin	1 day	Mon 7/30/18	Mon 7/30/18	
Dominion Technical Lead and County IT staff work through any pre-installation preparation questions/prep work.	1 day	Mon 7/30/18	Mon 7/30/18	
November 2018 Election Project Milestones	80 days	Thu 8/16/18	Thu 12/6/18	
Random Alpha Drawing	1 day	Thu 8/16/18	Thu 8/16/18	
Ballot Layout & Design (paper ballot)	12 days	Mon 8/20/18	Tue 9/4/18	
Certified list of Candidates & Rotations	0 days	Thu 8/30/18	Thu 8/30/18	
UOCAVA Voting begins	0 days	Fri 9/7/18	Fri 9/7/18	
Logic and Accuracy Testing (Date TBD w/Customer)	15 days	Mon 10/1/18	Fri 10/19/18	
Early Voting Period	21 days	Mon 10/8/18	Mon 11/5/18	
15 day Close of Registration for General Election	1 day	Mon 10/22/18	Mon 10/22/18	
VBM Ballot Processing	24 days	Tue 10/30/18	Fri 11/30/18	
Election Day	0 days	Tue 11/6/18	Tue 11/6/18	
Canvass Period	18 days	Wed 11/7/18	Fri 11/30/18	
Customer certifies the election (anticipated date)	0 days	Tue 12/4/18	Tue 12/4/18	
DVS-County Post-Election Project Debriefing	0 days	Thu 12/6/18	Thu 12/6/18	
Equipment Removal	1 day	Wed 8/1/18	Wed 8/1/18	County,DVS
DVS works with County to arrange removal of previous equipment	1 day	Wed 8/1/18	Wed 8/1/18	
Transition Planning Items	24 days	Wed 8/1/18	Mon 9/3/18	
Computer Room (Set-up, security)	7 days	Wed 8/1/18	Thu 8/9/18	
Warehouse Facilities (set-up, security)	7 days	Wed 8/1/18	Thu 8/9/18	
Staff Training (identifying participants for specific classes)	3 days	Wed 8/1/18	Fri 8/3/18	
Review Precinct Supplies (what's needed for new equipment)	5 days	Mon 8/6/18	Fri 8/10/18	
Review Election Processes with new equipment	10 days	Mon 8/6/18	Fri 8/17/18	
Voter Education and Community Outreach Activities	21 days	Mon 8/6/18	Mon 9/3/18	
Develop Pollworker Training Program	15 days	Mon 8/6/18	Fri 8/24/18	
System Documentation & Manuals	1 day	Wed 8/1/18	Wed 8/1/18	
D-Suite EMS Set-up & Reporting Use Procedures (Adjudication (ADJ), Automated Test Decks Generator, Ballot Audit & Review Module, Election Night Reporting)	1 day	Wed 8/1/18	Wed 8/1/18	
Mail Ballot Production (MBP) System Use & Administrator Use Procedure Manuals	1 day	Wed 8/1/18	Wed 8/1/18	
ImageCast Central (ICC)/Adjudication Administrator & User Procedures	1 day	Wed 8/1/18	Wed 8/1/18	
ImageCast X (ICX) Operator Use Procedures & Pollworker Manual	1 day	Wed 8/1/18	Wed 8/1/18	
ImageCast Remote Administrator & User Procedures	1 day	Wed 8/1/18	Wed 8/1/18	
Equipment Delivery, Installation, Configuration, Acceptance Training & Testing	10 days	Mon 8/6/18	Fri 8/17/18	County,DVS
D-Suite EMS Delivery, Installation & Configuration- Servers, laptops, ancillary items; Customer Acceptance Training & Testing	3 days	Mon 8/6/18	Wed 8/8/18	
Mail Ballot Production (MBP) Delivery, Installation & testing; Customer Acceptance Training & Testing	2 days	Thu 8/9/18	Fri 8/10/18	
ImageCast Central (ICC) & Adjudication Equipment & components (ie G1130 scanners)--Delivery, Installation, Testing; Customer Acceptance Training & Testing	3 days	Mon 8/13/18	Wed 8/15/18	
Image Cast X Classic (ICX) w/ATI, Printers,	3 days	Mon 8/13/18	Wed 8/15/18	

**BUTTE COUNTY
EXHIBIT B
STATEMENT OF WORK**

Accessories-Delivery, Installation, Testing; Customer Acceptance Training & Testing				
Image Cast Remote Accessible Ballot Delivery-Set-up Delivery, Install, and Configuration; Customer Acceptance Training & Testing	2 days	Thu 8/16/18	Fri 8/17/18	
System Training (including instructional material)-Actual training dates to be arranged with customer.	8 days	Mon 8/20/18	Wed 8/29/18	County,DVS
EMS Result, Tally and Reporting (RTR) Training (results accumulation & reporting)	3 days	Mon 8/20/18	Wed 8/22/18	
ImageCast Central (ICC) Operator Training	1 day	Thu 8/23/18	Thu 8/23/18	
ImageCast Central (ICC) User Training & Adjudication User Training	1 day	Fri 8/24/18	Fri 8/24/18	
ImageCast X (ICX) Operator Training	1 day	Mon 8/27/18	Mon 8/27/18	
Train the Trainer: Pollworker Training	2 days	Tue 8/28/18	Wed 8/29/18	
Election Activities	74 days	Mon 8/27/18	Fri 12/7/18	
Ballot Production/Creation	10 days	Mon 8/27/18	Fri 9/7/18	County,DVS
EED Programming & Ballot Creation (For Paper Ballots)	7 days	Mon 8/27/18	Tue 9/4/18	
Customer sends ballot files to print vendor	1 day	Wed 9/5/18	Wed 9/5/18	
Creation of Screen & Audio Ballots for ICX	3 days	Wed 9/5/18	Fri 9/7/18	
Logic and Accuracy (ImageCast Central, ImageCast X)-Date TBD	0 days	Wed 10/10/18	Wed 10/10/18	County,DVS
Vote-By-Mail Ballot (VBM) Processing	6 days	Mon 10/29/18	Mon 11/5/18	County,DVS
Delivery & Retrieval of Equipment & Supplies (Polling Places)	14 days	Mon 10/29/18	Thu 11/15/18	County,DVS
Delivery of voting equipment & supplies to polling locations	6 days	Mon 10/29/18	Mon 11/5/18	
Retrieval of voting equipment & supplies to polling locations	7 days	Wed 11/7/18	Thu 11/15/18	
ELECTION DAY	0 days	Tue 11/6/18	Tue 11/6/18	County,DVS
Post-Election Activities	22 days	Wed 11/7/18	Fri 12/7/18	
Canvass Period	18 days	Wed 11/7/18	Fri 11/30/18	
Customer certifies the election (anticipated date)	0 days	Tue 12/4/18	Tue 12/4/18	
DVS-County Post-Election Project Debriefing	0 days	Fri 12/7/18	Fri 12/7/18	