

*maintaining voter confidence*



## Request for Proposal for Election Voting Tabulation System and Services for the County of Dallas

RFP No. 2018-052-6745

ORIGINAL

November 5, 2018

Election Systems & Software, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137

*enhancing the voter experience*



# Enhancing the Dallas County Election Process

RFP No. 2018-052-6745 – Election Voting Tabulation System and Services

ORIGINAL

November 5, 2018

# COVER SHEET

With nearly 40 years of elections-centric experience and a local office in Plano, Texas, ES&S is uniquely qualified to provide unmatched service and support to Dallas County. ES&S is the industry leader in election technology and project management.

Our approach to deliver the services described in the RFP is based on the standards and framework of Project Management Body of Knowledge (PMBOK). We build on PMBOK using the lessons learned over approximately 40 years of installing voting systems to ensure every implementation is a success.

We understand your need to purchase a certified election system to serve the needs of your registered voters, to include precinct digital vote tabulators, vote marking devices, high-speed central count tabulators, ballot-on-demand printers and election reporting system, services, documentation, election coding, and ballot printing.

We are prepared to work closely with your staff to develop, engineer, and customize our solution to meet every need you disclosed in this RFP. We are confident we will provide the right combination of technology and expertise to meet your stated goals.

Our solution will provide Dallas County with a reliable, cost-effective, state-of-the-art voting tabulation system, *that includes a voter-verifiable paper trail*, to meet the needs of County voters well into the future. County staff and poll workers will find our equipment *easy to move and set up* on Election Day and *convenient to store and maintain* when the election is over. Voters will find this new system easy to use and will leave the polling location feeling confident that their vote was counted. And, as always, our *team of customer service and technical support experts* will be available to assist with any questions or concerns that arise.

# EXECUTIVE SUMMARY

# ENHANCING THE DALLAS COUNTY VOTING EXPERIENCE



Election Systems & Software, LLC (“ES&S”) is excited to present Dallas County this information about our latest vote tabulation system equipment.

To implement new voting technology, the County needs a partner with a proven track record of experience, innovation and overall company stability. Our award-winning technology, service and support have made ES&S the election industry leader for approximately 40 years.

## UNDERSTANDING YOUR NEEDS

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We understand your need to purchase a certified election system to serve the needs of your approximately 1,276,494 registered voters, to include precinct digital vote tabulators, vote marking devices, high-speed central count tabulators, ballot-on-demand printers and election reporting system, services, documentation, election coding, and ballot printing.

With 650 polling sites to manage, easy poll opening and closing will be critical to a smooth Election Day. The ES&S system is the simplest system on the market for poll workers, reducing calls to Election Central and ensuring the polls are ready on time and that results are quickly available.

Your transition to our leading-edge technology will enhance the entire voting process for your voters, poll workers, and election staff, while you continue to enjoy support and service from a trusted partner.

With approximately four decades of experience servicing elections in the state, we are built to accommodate the needs of our Texas customers. Our more than 450 employees allow us to develop, enhance, and maintain the most relevant, easy-to-use, and dependable equipment and software available for elections.

Working with ES&S will ensure a smooth implementation -- we understand and know how to serve the election process in Texas.

## WHAT YOU CAN EXPECT

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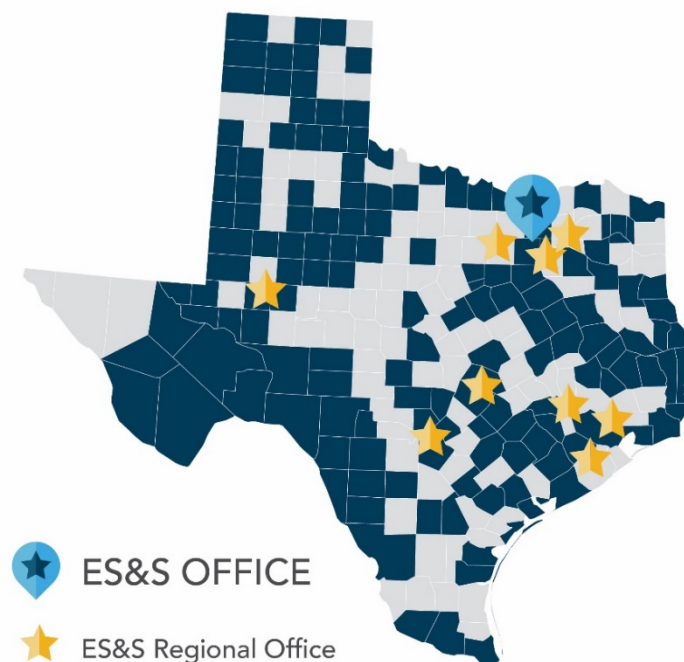
### A SYSTEM THAT MEETS YOUR NEEDS

As you will read on the following pages, our proposed voting system meets and exceeds the needs and requirements listed throughout your RFP.

ES&S prides itself in providing voting equipment that meets the needs of election staff, poll workers, and voters alike. The proposed ES&S system is not only reliable, but it is *the easiest voting system for poll workers and election staff to open, close, and manage*. The proposed solution also will provide the County with a *voter-verifiable paper trail* and numerous positive enhancements.

## We understand and know how to serve the election process in the State of Texas.

Since our inception, ES&S has been privileged to provide voting system support to jurisdictions in Texas. We have helped Texas jurisdictions achieve success by providing reliable products and services to all our valued clients, including voting equipment, electronic poll books and project management services. From our first Texas customer, Orange County, ES&S has expanded to support 186 customers across 137 counties in Texas ranging from Travis and Bexar to Loving and Brewster counties. ES&S knows and understands Texas elections. For over three decades, ES&S has had a *local, full service center* in Plano, Texas, that provides equipment, software, election management, and day-to-day election operations support. Our Texas support team includes 20 Texans who live throughout the state ready to serve you. This map illustrates our large local Texas presence.



Having local feet on the ground provides significant benefits to Dallas County. Listed below are just a few:

- ✓ Texas-based customer service for all your election needs.
- ✓ Local maintenance support, including on-site and depot repair, for all election equipment.
- ✓ First-hand knowledge and understanding of Texas elections laws and procedures. Our resources provide ES&S with *unmatched product innovation and Texas election expertise*.

## ES&S – LONGEVITY AND STRENGTH

*ES&S is the largest and most experienced elections-only company in the world and has provided voting systems for nearly four decades.*

- ✓ ES&S has installed more than 200,000 voting systems in its history
- ✓ ES&S has supported more than 100,000 elections during the past decade alone

ES&S entered the elections industry when the development of the optical mark reader technology was in its infancy. We also were the first company to develop solutions that enable people with disabilities to vote privately and independently.

Today, not only do we work with many of the same customers we've served for nearly 40 years, but our business has grown to *serve 42 states and more than 3,300 clients*. From our humble beginnings supporting a handful of election administrators and voters in 1979, today nearly 100 million registered voters tabulate with ES&S.

*Nearly 100 million registered voters tabulate with ES&S.*

*You can be assured ES&S will be here to support you now and in the future.*

ES&S provides election systems and services to clients ranging in size from small county governments to state boards of elections. ES&S completed successful installations of statewide voting systems in *Alabama, Arkansas, Georgia, Maryland, Maine, Montana, Nebraska, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, and West Virginia.*

We provide our gold-standard service to jurisdictions of all sizes, and we value each and every customer, regardless of their size. Managing an election is a great responsibility. ES&S takes the worry out of the process by being a partner and working to make sure every election you run is a success. We are with you every step of the way.

# THE ES&S SOLUTION

## EXPRESSVOTE® UNIVERSAL VOTING SYSTEM



The award winning ExpressVote® is a Universal Voting System that *combines paper-based voting with touch-screen technology* to create a breakthrough in voting solutions for early vote centers and on Election Day in precincts or vote centers. It *produces a paper-based record for subsequent tabulation*. While the ExpressVote provides the best solution to meet the needs for people with disabilities, the ExpressVote was designed for use by all voters. The simplicity and ease of use provide a very intuitive voting session for any voter, but especially those with disabilities. During disability testing campaigns and in live elections nationally, the ExpressVote continues to dominate the competitor's systems, earning high praise and appreciation. *The ExpressVote is the election industry's number 1 selling early and Election Day vote center solution.*

### EXPRESSVOTE: KEY FEATURES & BENEFITS

- ✔ **Ease of use & setup.** The intuitive design offers streamlined simplicity for both election officials and voters alike. For election officials, poll opening and closing is as simple as turning the machine on and off. For the voter, the ExpressVote provides an intuitive voting session and multiple opportunities to review vote choices – including via the interface and on the printed card.
- ✔ **Touch-screen interface.** The interconnected **15-inch touch screen** and tactical navigational keypad buttons provide complete independence for the voter as he or she casts a ballot. The official ballot is provided simultaneously in both audio and visual formats. The ExpressVote automatically protects against overvotes and can alert the voter to undervotes.
- ✔ **Controlled & reduced costs.** The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace costly consumables like ink, toner, or drums that will need to be replaced on Election Day. Unused cards can be used in future elections, *which eliminates waste with the ExpressVote*. Reducing the need and expense for pre-printed paper ballots cuts traditional ballot printing costs significantly. ExpressVote makes budgeting for recurring expenses easy and accurate.
- ✔ **Accessibility Compliant.** ExpressVote meets and exceeds the rigorous 2005 Voluntary Voting Systems Guidelines and HAVA section 301 accessibility requirements providing the industry-leading universal voting system for all eligible voters without discrimination of voters with disabilities.

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

*"I just had the most WONDERFUL experience. I am totally blind, and I voted myself in the November general election! I tested/voted on the new accessible voting machines during the primary – but that feeling cannot even begin to compare with how I feel this morning. I was in tears by the time I left the polling station – for the first time in years I VOTED without assistance.*

*To the manufacturers and trainers of the accessible voting machines, THANK YOU! Because of you I have the capability of exercising my rights as a US Citizen. To the poll workers in Franklin, Virginia, THANK YOU! Because of you, I can vote right along my sighted peers without feeling "frowned" upon. I am now an equal.*

*Thank you, Franklin, Virginia!*

*(Note: "My husband said I was "skipping" down the sidewalk this morning with my Guide Dog, Hannah – I was so excited!)."*

## DS200® PRECINCT SCANNER AND TABULATOR



The **DS200® precinct digital scanner and tabulator** combines the best attributes of a paper-based system with the flexibility and efficiency of a digital environment. Precise ballot sensors simultaneously scan both sides of a ballot in high resolution. As a result, cast vote records and ballot images can be stored on memory devices and reviewed, as needed, on a standard PC. The DS200 is designed with flexibility to support a wide range of ballot configurations and designs. It allows for more efficient accumulation and transmission of votes, directly from the polling place. *More than 35,000 DS200 tabulators are in use in 24 states.*

## DS200: KEY FEATURES & BENEFITS

- ✔ **Unique user-friendly design.** The DS200 tabulator was designed for easy election judge setup – opening the lid powers on the unit in one simple step. The election judge then simply presses “Open Polls,” the Zero tapes will print, and the polls are open.
- ✔ **Large display.** Our **12-inch display** enhances voter, election staff, and poll worker interfaces and usability. It provides immediate feedback and instructions to the voter in the language he or she selects.
- ✔ **Internal battery backup.** The DS200 has a **built-in internal** battery backup designed to meet the EAC 2005 VVSG certification standards. No external UPS (universal power supply) or separate charging device is necessary. When plugged in, the DS200 battery charges automatically.
- ✔ **Patented technology.** The DS200 employs U.S. *patented* technology to quickly and accurately process ballots, discriminating between valid voter marks and extraneous ballot elements like smudges, spills, and perforations. This advanced technology enhances voting system accuracy. The DS200 can be set to query voters about overvotes, undervotes, blank ballots, and other situations.
- ✔ **Integrated thermal printer.** In response to customer input, the DS200 tabulator’s printer eliminates the need for a paper spool. You simply remove the used plastic core and drop in a new roll of thermal paper – it’s that easy.
- ✔ **Accessible.** The DS200 is compatible both with the next generation ExpressVote Universal Voting System.

## DS850 HIGH-SPEED CENTRAL SCANNER AND TABULATOR



With the increase in mail and other absentee ballots, a high-speed central scanner and tabulator offers *unmatched efficiency*. The **DS850® high speed central scanner and tabulator** is unrivaled in speed, accuracy, and the ability to process folded ballots. Our digital-imaging solution allows for smooth, continuous ballot scanning from start to finish.

## DS850: KEY FEATURES & BENEFITS

- ✔ **User-friendly design and operation.** The durable 15-inch color touch screen and user-friendly interface walk election workers through every step of the process. It is as simple as placing a stack of ballots on the scanner and pressing the Start button.
- ✔ **High-speed sorting.** The DS850 is the only high-speed vote scanner in the marketplace that can sort various ballot sizes at full speed. It scans and sorts 14-inch double-sided ballots at 300 per minute into three output trays, separating ballots into three categories: counted, requires further review, and write-ins. The DS850 adjudicates at approximately three times the speed of competing devices. The DS850 is also able to sort ballots for manual recounts.
- ✔ **Folded ballot processing.** The DS850 was designed with a series of patent-pending TruGrip™ composite rollers that apply constant control to folded ballots throughout the entire process.
- ✔ **Flexibility.** With three separate sorter bins, you can determine whether you want to sort specific types of ballots for further review. The DS850 can separate out ballots with write-in votes, over-votes, or blank ballots without missing a beat.
- ✔ **Auto Adjudication.** The DS850 central tabulator saves you time and money. Its patented auto-adjudication intelligently recognizes common voter marks automatically as the ballots are scanned, reducing the number sent to the adjudication board by up to 68 percent. Out of 1,000 ballots our competitors' systems send for costly manual review, the DS850 will automatically and accurately adjudicate up to 680, leaving only about 320 ballots for review. If the adjudication board spent 5 minutes reviewing each ballot, the DS850 would save approximately 56 hours of time and expense. The DS850 was purpose-built by election professionals for election professionals to securely and accurately scan and tabulate ballots. We invite you to do a side-by-side comparison of the DS850 with our competitors' central tabulators. You will see the job gets done faster and more accurately with the DS850.

## BALOTAR® BALLOT ON-DEMAND SYSTEM



The Balotar Printing System® is an integrated, highly secure printing system specifically *designed to automatically generate ballots for elections on request, providing the ballot styles Dallas County needs, when Dallas County needs them.* Balotar combines commercially available printing components

with ES&S proprietary hardware and software modifications, enabling it to meet the demanding printing and audit needs of elections.

The comprehensive Balotar solution automates and streamlines all the facets of ballot production and distribution. It provides election officials scalable and flexible options to address all on-demand ballot printing needs.

## BALOTAR: KEY FEATURES & BENEFITS

- ✔ **Cost efficient.** Enables Dallas County to avoid pre-printing mass quantities of ballots, significantly reducing waste.
- ✔ **Access security.** Besides Microsoft Windows logon security, the Balotar software is role-based. This allows jurisdictions to configure the functions needed for three levels of users: operator, supervisor, and administrator.
- ✔ **Ballot security.** Ballots can be encrypted to prevent printing of ballots from a raw PDF form. This protects against unauthorized printing, even if the security or access to the PDFs is compromised.
- ✔ **Accountability.** Balotar features a printing audit system for built-in accountability.
- ✔ **Ensures maximum ballot readability.** Balotar's precision alignment feeder ensures readable ballots.
- ✔ **Overprint/overlay capabilities.** Balotar software can automatically overprint text, barcodes, or images onto a completed PDF.

## ELECTIONWARE® ELECTION MANAGEMENT SYSTEM SOFTWARE SUITE



Electionware is ES&S' election management system (EMS) software solution that provides end-to-end election management activities. Electionware software allows users to *create the election information database, format ballots, program ballot scanning equipment, create voice files, count ballots, generate results reports, and manage captured ballot images.*

Its companion results reporting program **Election Reporting Manager® (ERM)**, is ES&S' election results reporting program. ERM will generate paper and electronic reports for election officials, candidates, and the media. ERM is designed to print reports and display updated election totals on a monitor as results are

received from polling locations. Report editing features enable the user to customize report formats and generate accurate election results.

Dallas County will also use reporting functionality in Electionware for managing election results data, including loading the election results data from ERM, filtering and exporting poll place and ballot records, and generating additional reports.

## ELECTIONWARE: KEY FEATURES & BENEFITS

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- ✔ **Ease of Use.** Electionware is an intuitive, easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows ES&S to create, layout, and program your election much faster. In addition, its single database ensures consistency across ballots and machine programming.
- ✔ **Security.** Electionware incorporates the very latest in election security, including heightened audit controls and change management processes that are built-in to make sure your election data is safe and secure. Each user is assigned their own login credentials and level of access while the system tracks all actions in its robust Events Log.
- ✔ **Single User Interface.** Electionware comprises several modules, each one representing a stage of the election creation process. Stepping through each module allows the user to systematically proceed with election creation free from worry that key steps have been overlooked.
- ✔ **Help System.** Electionware contains an interactive, comprehensive help system.
- ✔ **Election Results Reporting.** Election Reporting Manager (ERM) and Electionware will generate paper and electronic reports for election officials, candidates, and the media. Report editing features enable the user to read data from a variety of scanners, customize report formats, and generate accurate election results.

# STRENGTHS & BENEFITS

# STRENGTHS AND BENEFITS

## OF THE ES&S TEAM

The ES&S team offers Dallas County the most elections experience of any vendor. The table below illustrates the benefits a continued partnership with ES&S for election systems and support services.

Strengths	Benefits
<b>Current relationship with Dallas County</b>	ES&S has more than 15 years of experience providing election equipment and services to Dallas County. Our experience as the voting system vendor for the County allows us to hit the ground running.
<b>ES&amp;S' financial strength is unmatched by any vendor in the industry</b>	ES&S has had one owner for nearly 40 years. This stability has provided ES&S with financial strength unmatched in the industry. This provides Dallas County with confidence their investment will be supported, sustained and protected for as long as you own the system.
<b>Sustainability</b>	We invest in innovation to continually develop products for the benefit of our customers. ES&S has continued to enhance and improve its systems, certifying six (6) new systems in Texas over the last two years. You can expect continued innovations over the life of your system.
<b>Vote tabulation experience</b>	Forty years of ballot tabulation experience at your service. Our team has unmatched knowledge and experience preparing, maintaining, and conducting elections in Texas.
<b>ES&amp;S is the elections industry leader</b>	Being the industry leader demands accountability. Our commitment, dedication, and credibility in the industry will give you great assurance that your elections will be accurate, safe, and secure.
<b>Understanding of Texas election rules and regulations</b>	Because we have served the election process in Texas since our company's inception, we understand Dallas County's election processes and procedures like no other vendor.
<b>The ability to provide for every election need</b>	Our integrated, robust system means our customers can enjoy the efficiency of dealing with one trusted vendor for all their election needs.
<b>Local presence</b>	Our full-service center in Plano and our Texas support team of 20 Texans illustrates our commitment to Texas elections.

# WHY ES&S?

# WHY SHOULD YOU CHOOSE ES&S?

ES&S offers Dallas County the right solution. In addition, that solution will be implemented, serviced, and supported by the election industry's largest, most experienced, and knowledgeable team. We know and understand elections like no other vendor. Above all, we offer the County the promise of our continued outstanding support and customer service. In addition, doing business with ES&S provides Dallas County with:

- ✔ **Partnership with a proven, financially stable company.** Dallas County has the peace of mind and security of knowing that ES&S is the most experienced, financially sound elections company. *With approximately 40 years of elections experience and more than 450 employees*, ES&S is well-positioned to support counties and sustain the tabulation system.
- ✔ **A high-value solution.** ES&S provides you the most cost-effective, efficient, low-risk option available. By selecting ES&S, County officials can be assured investment is sound and their system will be sustained by one company for at least 15 years.
- ✔ **Proven implementation and in-state service and support.** With over 200,000 system implementations in our history, no other vendor can compete with ES&S voting equipment implementation and support plans.
- ✔ **A truly Universal Voting System.** The award-winning ExpressVote Universal Voting System not only earns accolades from disability advocacy groups, but also provides *touch-screen voting for any voter, with a voter-verifiable paper trail*.



## SUMMARY

Our solution will provide Dallas County with a *reliable, cost-effective, state-of-the-art voting tabulation system* that will continue to meet the needs of County voters well into the future. County staff and poll workers will find our equipment *easy to move and set up* on Election Day and *convenient to store and maintain* when the election is over. And, as always, our *team of customer service and technical support experts* will be available to assist with any questions or concerns that arise.

Thank you for this opportunity to present this information. We look forward to future successes as we continue to provide Dallas County with unparalleled election technology, service and support.

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November 5, 2018

Dallas County Purchasing Department  
Founders Square  
900 Jackson St., 6th Floor, Suite 680  
Dallas, TX 75202

Dear Mr. Irvin:

**Election Systems & Software, LLC (“ES&S”)** is pleased to present Dallas County this proposal for a **Voting Systems and Services** in response to your Request for Proposal (RFP) No. 2018-052-6745. Our system has been certified by the United States Election Assistance Commission (EAC) and approved and certified by the State of Texas. and meets the standards set forth by Dallas County and the State of Texas. This system also meets the Pre-Election Acceptance and Testing of Voting System requirements set out in Texas Election Code Section 129.

ES&S is confident you will find our proposed system to embody many of the features and attributes you are seeking on behalf of the 1.2 million Dallas County registered voters. In fact, you will find that our overall system is similar in process and employs many of the procedures you have determined to best suit Dallas County’s needs. ES&S has built leading-edge tabulation technology that will improve all aspects of the election process for your voters, election staff, election judges, and voting equipment technicians. Additionally, ES&S is excited to work with Dallas County to continue to enhance and improve on the system we have proposed to bring even more of the desired functionality the County prefers.

**Our industry-leading solution is composed of the following:**

- DS200 precinct scanner & tabulator – Provides the required digital scan technology. ES&S tabulators are the most accurate and secure in the industry
- DS850 central scanner & tabulator – Also provides the required digital scan technology. No other tabulator can scan and sort ballots simultaneously
- ExpressVote universal voting system – Provides the required separation between marking votes and tabulation, and provides the required paper record in a system lauded by disability groups with user-centered technology for every voter
- ExpressVote activation card printer and ExpressLink software – Provides the required interface to your Voter Registration system to provide the correct ballot style to each voter
- Ballot on Demand Printing – The Balotar is a comprehensive, integrated solution to automate and streamline all facets of ballot production and distribution. This integrated product and service provides election officials scalable and flexible options to address all on-demand printing needs.
- Electionware/Election Reporting Manager – You will use this full-suite election management system (EMS) to easily develop your election database, proof data, and program the audio ballot, including voice files. Provides the required reporting format to your Election Night Reporting (ENR) system
- On-site project management services, support and training

- Hardware and software services and support – On-site annual preventative maintenance events by trained technicians

ES&S is uniquely qualified to fill the role of voting system vendor for a forward-thinking jurisdiction like Dallas County. ES&S has nearly 40 years of experience designing, developing, and implementing systems for our customers.

## CONTACT INFORMATION **CONFIDENTIAL**

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### *PERSON AUTHORIZED BY THE ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION*

#### **Dick Jablonski, Vice President of Finance**

Telephone: (877) 377-8683

Fax Number: (402) 970-1291

Email Address: [djjablonski@essvote.com](mailto:djjablonski@essvote.com)

### *PERSON AUTHORIZED TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION*

#### **Thomas F. O'Brien, Executive Vice President, Finance, and Chief Financial Officer**

Telephone: (877) 377-8683

Fax Number: (402) 970-1291

Email Address: [tfobrien@essvote.com](mailto:tfobrien@essvote.com)

### *PERSON TO BE CONTACTED FOR CLARIFICATION*

#### **Chris Moody, Director of Sales Texas**

Telephone: (972) 533-5559

Fax Number: (972) 385-3564

Email Address: [chris.moody@essvote.com](mailto:chris.moody@essvote.com)

## CONCLUSION

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Thank you for the opportunity to present this proposal for **Election Voting Tabulation System and Services** for Dallas County. ES&S looks forward to a partnership with the County combining your leading-edge ideas with our unparalleled elections knowledge, expertise, and capability. We look forward to the opportunity to assist Dallas County in providing a new voting system solution that best meets the needs of your registered voters.

All furnished information, including prices, will remain valid for a period of not less than one hundred and eighty (180) days from the date set for the opening thereof and will remain the property of Dallas County.

ES&S acknowledges and understands Addendums No. 1, No. 2, No. 3, and No. 4.

Sincerely,



Dick Jablonski

Vice President of Finance

## EXPERIENCE AND QUALIFICATIONS OF FIRM

a. *Provide a brief overview of your company. This can include primary products and/or services, nature of business, year established, history and organization of your firm, parent and/or subsidiary information, headquarters, industry, number of employees, number of offices, principal place of business, locations, awards and recognitions.*

### ES&S RESPONSE

ES&S is the only company in the voting industry that provides the full range of voting system hardware, software, and election support services to meet the extensive needs of Dallas County. Our end-to-end product solutions include voter registration, precinct and central count tabulation hardware and software, accessible voting ballot marking devices, voter education/outreach, ballot layout and printing, poll book data conversion services, election media programming, early voting and Ballot on Demand print services, initial and recurring product training, equipment preventative maintenance, and voting supplies, absentee mail ballots, electronic poll books, project management services, Election Day support, and results reporting.

ES&S is a limited liability company, owned by Government Systems, Software, & Services, Inc. We have approximately 480 election professionals living in 38 states and two (2) Canadian provinces (Ontario and British Columbia). ES&S has nine (9) operating locations and is headquartered in Omaha, NE.

Since August 2013, ES&S has certified 15 new and upgraded voting systems under the EAC and certified 12 new and upgraded voting systems at VSTL.

When considering your next technology vendor, consider the frequency of continued enhancement to protect your investment. ES&S is the industry leader in bringing new innovations while maintaining existing systems.

For example:

- ✔ ES&S has federally certified 45 product releases since 2006 (*an average of over 3.5 releases per*).
- ✔ Since 2002, over 90 state-specific releases have progressed through state certification.

ES&S is recognized with top level partnerships to further security in the U.S Voting environment. ES&S recently announced new partnerships with multiple Department of Homeland Security (DHS) Critical Infrastructure Program offices including the National Protection and Programs Directorate (NPPD) and the National Cybersecurity Assessment and Technical Services (NCATS) to conduct cyber hygiene scans of ES&S public-facing internet presence, monitor and share cyber threat information, detect and report indicators of compromise, develop and distribute election security best practices, and raise the election security awareness of election officials and the voting public.

In addition, ES&S has membership with two (2) Information Sharing and Analysis Centers (ISAC): The Elections Infrastructure ISAC (EI-ISAC) and the Information Technology ISAC (IT-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure and two-way sharing of information between the private and public sector. Through membership in the EI-ISAC, ES&S gains access to election-specific threat alerts, cybersecurity awareness and training products, and tools for implementing security best practices.

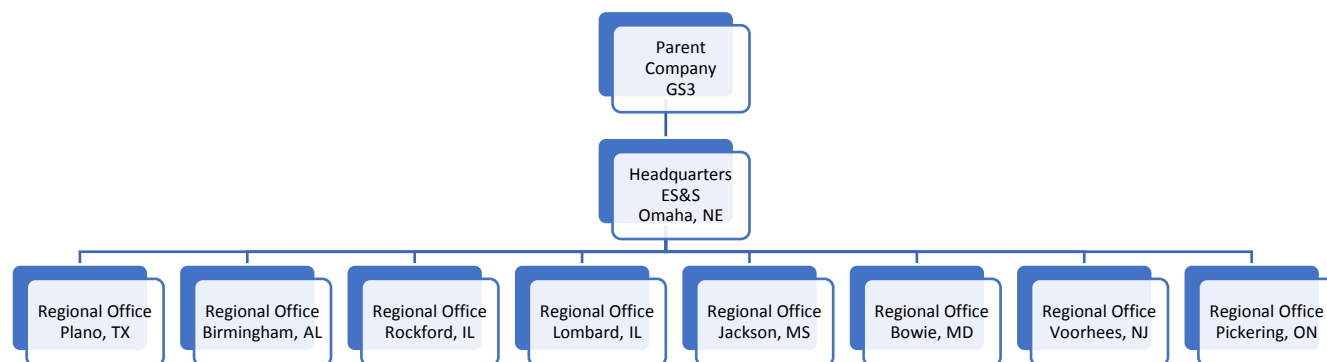
“The latest technology and active partnerships enable ES&S, together with state and local elections officials, to strengthen the democratic process and elevate the protection of the critical elections infrastructure to a new level of security, accountability and reliability,” ES&S President and CEO Tom Burt said.

*“As a leading provider of election services and products to election officials across the country, ES&S recognizes the importance of collaboration in enhancing cyber-protections to ensure the integrity of the U.S. vote, and we’re honored to partner with DHS, EI-ISAC and IT-ISAC in furthering security.”*

Today, not only do we work with many of the same customers we’ve served for almost four decades, but our business also has grown to serve 42 states and more than 95,955 supported precincts. From our humble beginnings supporting a handful of election administrators and voters in 1979, today nearly 100 million registered voters tabulate with ES&S. ES&S associates have supported more than 100,000 elections and installed approximately 200,000 voting units throughout the past decade alone.

b. Provide Organizational Chart that identifies the complete structure of the including any parent company, headquarters, regional offices, and subsidiaries.

## ES&S RESPONSE



c. *Describe the office that will be designated to serve the Dallas County’s program and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they would provide for this account at each office or location.*

#### **ES&S RESPONSE**

Programming, Ballot Layout, and Support Services will be dedicated to Dallas County on-site. However, additional resources, if needed, can come from the Plano Service and Support office as well as the Field Service Office.

ES&S proposes a three-tiered support approach. The first tier is on-site through our Project Manager (Nicolas Mevellec) and on-site service work through our Field Services Team. Our second tier of support will be from our Plano office. This support will include back up personnel resources when needed, housing of emergency equipment support, and supply chain management. Our third tier would be our corporate headquarters in Omaha, Nebraska. The Omaha office will provide orders and invoices, media assistance, equipment preparation and shipping, third-tier phone support for software and equipment, and IT support.

d. *Statement of understanding of the services requested, including a narrative and work plan outlining an approach for addressing the requirements of the RFP. Provide a statement of the firm’s qualifications as they relate to the scope of services. Describe of how you will accomplish the work and satisfy the County’s objectives described in the RFP.*

#### **ES&S RESPONSE**

ES&S agrees and will comply. Please see the section entitled **Project Approach, Methodology and Implementation Plan**.

e. *Indicate prior experience in delivering the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse workplace.*

#### **ES&S RESPONSE**

We have managed projects of all sizes, from large-scale, complex installations such as statewide implementations and New York City with its 4.6 million voters, to single-county projects such as Loving County, Texas, with its 108 registered voters. We support multiple languages in our diverse New York City configuration, including English, Spanish, Bengali, Chinese (with Mandarin and Cantonese audio), and Korean.

ES&S upholds federal requirements related to Equal Employment Opportunity and maintains a positive work environment through the Core Value of “Build Trust and Respect.” Recognizing the need to invest in existing and future talent, ES&S created a new position of Talent Education Specialist. This position is responsible for new hire orientation and on-going development which will continue to evaluate the on-going needs for robust cultural competence and diversity training. Past and continuing efforts include individual coaching on areas related to diversity, opportunities for managers to attend outside diversity training, and cultural sensitivity training related to customs particular to our diverse workforce. We run reports to continue to evaluate the needs of our diverse population.

f. *Provide a narrative that details the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide staffing services to Dallas County. Describe what sets your agency apart from other staffing agencies, and why and how you are qualified to handle the Dallas County as a client.*

### ES&S RESPONSE

ES&S has been the tabulation vendor in Dallas County for more than 20 years. This history gives ES&S unique insight into the day-to-day operations in Dallas County. Throughout the years, our local staff, including on-site personnel, has worked directly with Dallas County and local staffing agencies to support elections in the County.

Specifically, Nicolas Mevellec has been a dedicated Project Manager in Dallas County for nine (9) years. His established presence in the County provides a unique understanding of the election processes in Dallas County. Because Nicolas will continue to be the Project Manager, it will bring continuity between the County's current system and our proposed solution.

In addition, other Texas-based personnel provide more than 100 years of service and support experience to Dallas County.

For qualifications of our project team, please see [Resumes](#) at the end of this section.

g. *Provide proof of any applicable certifications, licenses and credentials of staff committed to this contract including their names and documentation of their training successfully completed. No contract shall be awarded except to responsible firms capable of providing the class of service described.*

### ES&S RESPONSE

ES&S places a high value on its experience in vote tabulation system installations and support. We are the most experienced voting system provider in the United States. No other vendor has more election experience, more voting devices installed, or more support personnel in the field. ES&S has significant experience with similar projects to the proposed solution for Dallas County. For almost 40 years, ES&S has deployed its solutions to the satisfaction of customers throughout the country and Texas.

From small, single-county deployments, to large-scale statewide implementations, ES&S has helped our customers advance polling place procedures, innovation, and improve the voting experience for our customers. In doing so, ES&S has gained valuable knowledge and has compiled a skilled and experienced resource pool capable of applying their past experiences to the unique aspects of Dallas County's elections. The experience of the support team that we have selected for Dallas County is evidence of the breadth of voting system implementation experience our employees hold.

You can have complete confidence that our in-state support team -- comprised of Chris Moody, Director Sales -- Texas; Nicolas Mevellec, Project/Account Manager; Ariela Matravers, Production Manager; and John Chuang, Field Services Technician -- all are experts in our voting system technology, all know the election rules and processes for Texas, and all will make themselves available to you on a 24x7 basis to guarantee your election preparation and execution.

*h. Indicate if the firm/ company has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance.*

**ES&S RESPONSE**

ES&S has not had any contracts terminated for default within the past five (5) years.

*i. Provide written verification certifying that all temporary employees provided by your firm will be considered employees of your firm, or of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, minimum insurance coverage including worker's compensation, benefits, wages, salaries, and taxes including payroll taxes covering each person whose services you provide to Dallas County*

**ES&S RESPONSE**

ES&S agrees and will comply.

*j. Experience and capability of the Proposer's key personnel, including Proposer's designated representatives. Proposer shall submit a list of qualifications and resumes of Key Personnel (i.e. Project Manager, Subject Matter Expert, etc.) and Sub-Contractors assigned to the proposed contract with County. This information shall indicate sufficient evidence satisfactory to the County that the proposed Key Personnel have the qualifications and experience necessary to successfully perform the Scope of Services. For each key person identified, the following information must be provided:*

*o Key personnel and sub-contractors areas of expertise and areas for prime responsibility under the contract; and*

**ES&S RESPONSE**

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Name	Title
Roberta Shoemaker	Vice President of Account Management
Nicolas Mevellec	Project/Account Manager, Texas
DuWayne McCormack	Regional Manager of Field Services
Bill McCullough	Senior Field Services Technician
Jay Rivera	Field Services Technician II
John Chuang	Field Services Technician III

For areas for prime responsibility under the contract, please see **Project Approach, Methodology and Implementation**.

o Resumes or personnel profiles for each person with background, year of experience in each position, past experience and training including a description of their roles and responsibilities on recent contracts of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

### ES&S RESPONSE

Please see **Resumes** at the end of this section.

k. Describe the role of the Project Manager in comparison to the role of the Subject Matter Expert.

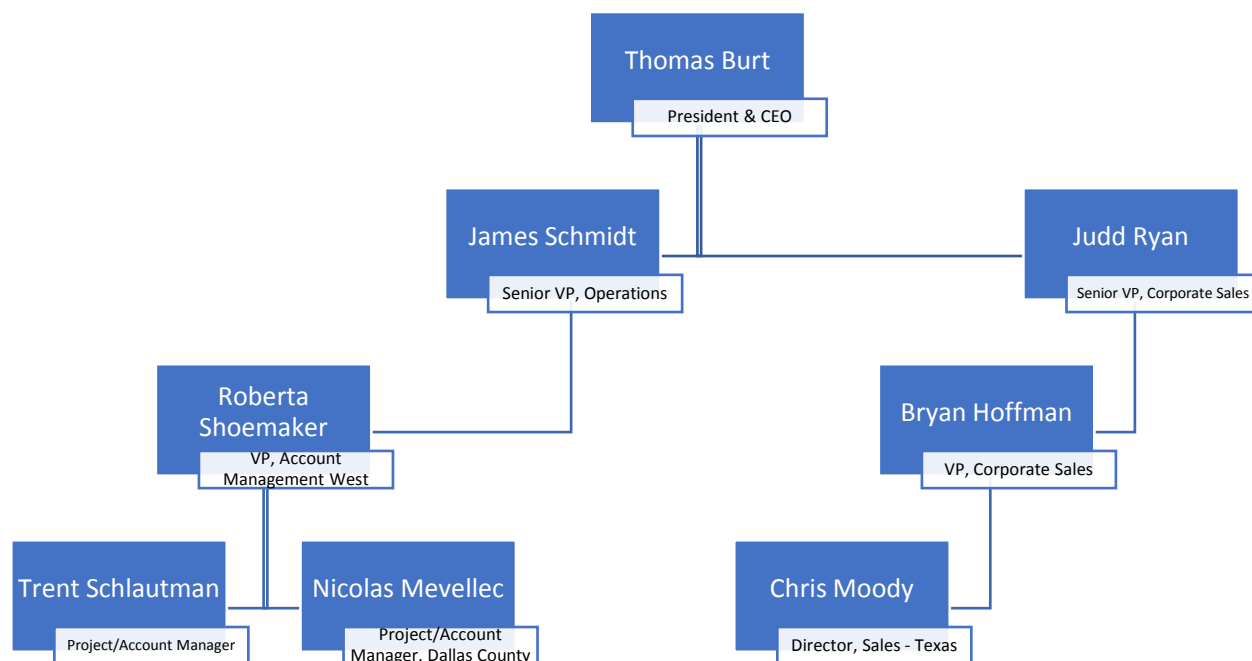
### ES&S RESPONSE

The Project Manager is responsible for the implementation of the new system. In Dallas County, this includes ongoing support for daily operations. The Subject Matter Experts (SMEs) provide support specific to equipment and/or software. This Tier 3 support is accessible to the Project Manager and County staff.

l. Provide an organizational chart identifying all employees to be assigned to this project showing relationships between key personnel and support staff.

### ES&S RESPONSE

### CONFIDENTIAL



## MINIMUM QUALIFICATION REQUIREMENTS

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Proposer must furnish documentation supporting that they meet the Minimum Qualification Requirements and provide the client references so that County can confirm qualifications.

*9.1 The proposing vendor must have at least four (4) years of experience deploying, programming and installing like systems*

*Recent start-up businesses do not meet the requirements of this solicitation.*

*NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.*

### ES&S RESPONSE

ES&S is the largest and most experienced elections-only company in the world and has provided voting systems for nearly four decades.

We have completed more than 700 new installations over the past four (4) years, including 323 in the last 12 months.

Including installations of the same configuration we are proposing to Dallas County in Sedgwick County, Kansas; Shawnee County, Kansas; and Monongalia County, West Virginia.

*9.2 Proposer must certify that your firm can provide an on-site Project Manager during elections periods: Project Management, Ballot Layout and Coding, Pre-Election Mock Election, Election Day Support, Early Voting Support, and L&A Testing functions, as well as any other additional services as needed. DCED prefers to have these functions performed onsite (DCED Central County Station) by the vendor.*

### ES&S RESPONSE

ES&S agrees and will comply. ES&S has an administrative office within the DFW area with responsible personnel to maintain all records required per this RFP and certifies that our firm can provide the Project Manager and requested services and support.

## REFERENCES

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*9.3 Proposer shall provide a least five (5) verifiable client references, preferably from public or government entities from clients who received similar services as outlined in the RFP within the past five (5) years. Clients shall not be within the Proposer's own organization or subsidiary. Each client reference shall include must include the following information:*

- o Client Name of the client*
- o Address*
- o Contact person(s) name*
- o Contact telephone number(s)*
- o E-mail address (if available)*
- o The amount/value of the contract*

- o The dates of performance (i.e.: Project Start and End Date)
- o Description of Project Scope of Work or Service

## ES&S RESPONSE **CONFIDENTIAL**

### MARION COUNTY, INDIANA

**Address:** Marion County Election Board  
200 East Washington Street, Suite W-122  
Indianapolis, IN 46204

**Contact:** Myla Eldridge, Clerk of Marion County

**Phone:** (317) 327-3465

**Email:** myla.eldridge@indy.gov

**Amount:** \$5,137,359.87

**Dates of Performance:** 2016 – Present

**Project Description:** Implementation of DS200s, ExpressVotes, and DS850s with regional results reporting in EVS 5.2.0.0

### NEW YORK CITY, NEW YORK

**Address:** Board of Elections  
42 Broadway, 7<sup>th</sup> Floor, New York, NY

**Contact:** Michael J. Ryan, Executive Director

**Phone:** (212) 487-5403

**Email:** mryan@boe.nyc.ny.us

**Amount:** \$141,657,369

**Dates of Performance:** 2008 – Present

**Project Description:** Implementation of nearly 10,000 pieces of equipment (tabulators, BMDs, supply carts, battery carts, etc.); ongoing testing and election day support; ongoing maintenance support

### ERIE COUNTY, NEW YORK

**Address:** Erie County Board of Elections  
134 W. Eagle Street, Buffalo, NY

**Contact:** Ralph M. Mohr, Commissioner

**Phone:** (716) 858-7786

**Email:** mohrr@erie.gov

**Amount:** \$9,964,822

**Dates of Performance:** 2008 – Present

**Project Description:** Implementation of nearly 1,000 pieces of equipment (tabulators and BMDs), with ongoing maintenance and support

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### **MIAMI-DADE COUNTY, FLORIDA**

**Address:** Miami-Dade Elections Department  
2700 NW 87<sup>th</sup> Ave.  
Doral, FL 33172-1630

**Contact:** Christina White, Supervisor

**Phone:** (305) 499-8683

**Email:** bacogc@miamidade.gov

**Amount:** \$9,719,325

**Dates of Performance:** 2007 - Present

**Project Description:** Voting System products and services

### **BROWARD COUNTY, FLORIDA**

**Address:** County Government Ctr  
115 S Andrew St., Rm 102  
Fort Lauderdale, FL 33301-1801

**Contact:** Dr. Brenda C. Snipes, Supervisor

**Phone:** (954) 712-1950

**Email:** brenda.snipes@browardsoe.org

**Amount:** \$3,574,550 + \$163,750

**Dates of Performance:** 2017 - Present

**Project Description:** Voting Equipment and Implementation Services of nearly 2,500 units of voting equipment (tabulators and BMDs) with ongoing maintenance and support.

### **SEDGWICK COUNTY, KANSAS**

**Address:** Sedgwick County Election Office  
510 N. Main Street, Suite 101  
Wichita, KS 67203-3769

**Contact:** Ms. Tabitha Lehman

**Phone:** (316) 660-7100

**Email:** tabitha.lehman@sedgwick.gov

**Amount:** \$5,177,020

**Dates of Performance:** 2016 - Present

**Project Description:** Installation and testing of 900 ExpressVote units, 200 DS200 units, and the full Electionware suite with a 5 PC network, completed for 74 polling sites and 16 early voting locations

### **SHAWNEE COUNTY, KANSAS**

**Address:** Shawnee County Election Office

**CONFIDENTIAL**

3420 S.W. Van Buren Street  
Topeka, KS 66611

**Contact:** Mark A. Stock, Asst. Election Commissioner

**Phone:** (785) 251-5900

**Email:** mark.stock@snco.us

**Amount:** \$1,729,275

**Dates of Performance:** 2016 - Present

**Project Description:** Voter Tabulation Sales Order Agreement; BOD System, Processing and Services Agreement; and SW Hosting, System and Services Agreement

*NOTE: Proposers who do not meet minimum qualifications stated 8.1 - 8.3 (pass/fail) submission requirements as specified and has not included minimum qualifications supporting documentation and information (proof and evidence), their Proposal will be deemed non-responsive after which no further evaluation will occur.*

**ES&S RESPONSE**

Acknowledged.

# RESUMES

**CONFIDENTIAL**

## CONFIDENTIAL

CHRIS MOODY



### DIRECTOR OF SALES, TEXAS

Chris has 21 years of experience in the Election Support/Customer Service fields at ES&S. His experience includes layout and coding, customer hardware and software installations, hardware and software upgrades, project management, sales and team management.

While managing projects and teams, Chris has led both single jurisdiction and statewide projects in multiple regions across the United States. Chris managed the installation of hardware and software, along with ensuing hardware firmware and software upgrades, for all ES&S counties in the state of Texas.

### QUALIFICATIONS

- ✓ Level 1 certificate for Level 1 Customer Maintenance (BTC126H) from the Lucent Technology Lab in Dallas
- ✓ Managed multiple customer service managers within a region (Texas, New Mexico, Arizona, Colorado, Kansas and Arkansas)
- ✓ Managed implementation of a HAVA voting system in 158 counties in Texas, including shipment, installation and configuration services
- ✓ Managed the ES&S National Account Services Group

### CURRENT RESPONSIBILITIES

- ✓ Director of Sales and Support in Texas
- ✓ Primary responsibility is sales but is also the go-to contact for escalating any support- or service-related items in Texas

### ES&S ACCOMPLISHMENTS & EXPERTISE

- ✓ Director of Sales, Texas, 2016-present
- ✓ Director of Account Services, 2013-16
- ✓ Manager, Election Services, 2008-13
- ✓ Regional Account Manager, 2006-08
- ✓ Director, Election Services, 2004-06
- ✓ Regional Election Services Manager, 1998-2004

## **CONFIDENTIAL**

### **EDUCATION**

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- ✔ Computer Drafting and Architecture courses, Oklahoma State University Institute of Technology, Okmulgee
- ✔ Computer Science courses at Richland College and Oklahoma State University Institute of Technology

### **REFERENCES**

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The following individuals may be contacted to discuss Chris's performance in supporting their projects

#### **Jacque Callanen**

Election Administrator  
Bexar County, TX  
210.335.0305  
jcallanen@bexar.org

#### **Oscar Villareal**

Election Administrator  
Webb County, TX  
956.523.4050  
ovillarreal@webbcountytx.gov

#### **Shelly Coston**

County Clerk  
Bell County, TX  
254.933.5177  
shelley.coston@co.bell.tx.us

## CONFIDENTIAL

NICOLAS G. MEVELLEC



### PROJECT/ACCOUNT MANAGER, TEXAS

Nicolas has more than 14 years of experience in the elections industry. He has supported and managed hundreds of elections, including the most recent United States presidential election, and previous presidential election in France.

In addition to his work on U.S. and French elections, Nicolas also worked with United Kingdom officials and support staff to provide an internet voting solution for UK electoral voters.

### QUALIFICATIONS

- ✔ ES&S-certified hardware and software support specialist
- ✔ Customer service manager for statewide vote tabulation customers
- ✔ Facilitates the successful planning and execution of ballot, coding, hardware, firmware and software services, including certification, delivery, acceptance, upgrade, training, and election preparation activities

### CURRENT RESPONSIBILITIES

- ✔ Project manager for Dallas County (Texas), the ninth-largest county in the United States
- ✔ Facilitates and provides training on voter registration systems to local and state election officials
- ✔ Serves as the owner and main point of contact for customer deliverables, problems and questions in the maximization of the system

### ACCOMPLISHMENTS & EXPERTISE

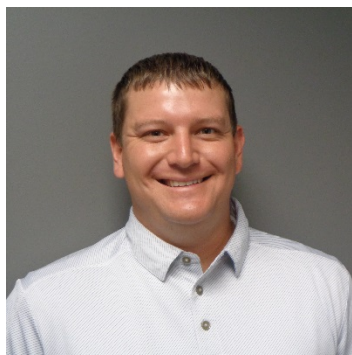
- ✔ Managed the first successful internet election integration for a large municipality in Ontario from conceptualization to delivery and completion
- ✔ Assists in quality assurance efforts for new software releases
- ✔ Technical liaison for customer voter registration jurisdictions

### EDUCATION

- ✔ Associate of Applied Science degree in Electronic Engineering

## CONFIDENTIAL

### TRENT SCHLAUTMAN



#### PROJECT MANAGER

Trent has four years of project management experience, including in-depth interactions with accounts of all sizes. His experience includes the management of large accounts that employ the most current ES&S equipment offerings.

Skilled in all phases of election processes, Trent also has extensive knowledge in the areas of installation and support, technical service, and customer support. Customers also appreciate his ability to complete successful installations with short-term timelines.

#### QUALIFICATIONS

- ✔ Develops initiatives and direction designed to improve and maintain the quality of project and account services to ensure customer satisfaction
- ✔ Manages client accounts in approximately 40 counties

#### CURRENT RESPONSIBILITIES

- ✔ Oversees and handles all customer service and project management needs for several states, including implementation, on-site support, and election consultation
- ✔ Analyzes and monitors customer needs and expectations

#### ACCOMPLISHMENTS & EXPERTISE

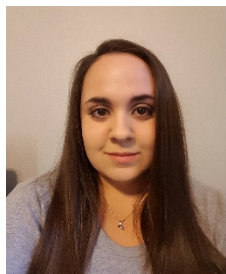
- ✔ Received certified training on all ES&S products and systems, including DS200, DS450, DS850 and ExpressVote
- ✔ Troubleshoots client issues and works with development to provide accurate and timely resolution to all customer projects

#### EDUCATION

- ✔ Doane University, Bachelor of Science

## CONFIDENTIAL

### ARIELA MATRAVERS



#### PRODUCTION MANAGER, TEXAS

Ariela has nine (9) years of experience in the Election Service/Customer Service fields at ES&S. Her experience ranges from Layout and Coding, Customer Hardware/Software installations, Hardware/Software upgrades, Project Management and Precinct Kit Assembly.

#### QUALIFICATIONS

- ✓ Election Services Account Representative, 2009 - 2010
- ✓ Election Services Associate, 2010 - 2015
- ✓ Production Manager, 2015 - Present

#### CURRENT RESPONSIBILITIES

- ✓ Assist with large statewide installs of Hardware and Software (Texas)
- ✓ Help implement the new Electionware services for Texas customers
- ✓ Manage all services surrounding the state of Texas (Layout, Coding, Printing)
- ✓ Manage supplies for the State of Texas
- ✓ Precinct kits
- ✓ Absentee and Military by Mail Kits

#### EDUCATION

- ✓ South Dakota State University – Bachelor of Arts

#### REFERENCES

The following individuals may be contacted to discuss Ariela's performance in supporting their projects:

##### Julie Cooper

Elections Manager  
Walker County, TX  
936.436.4957  
jcooper@co.walker.tx.us

##### Cheyenne Lampley

**CONFIDENTIAL**

Election Administrator

Panola County, TX

903.693.0370

cheyenne.lampley@co.panola.tx.us

**Vicki Vogel**

Election Administrator

Victoria County, TX

361.576.0124

vvogel@vctx.org

## CONFIDENTIAL

### JOHN CHUANG



#### FIELD SERVICES TECHNICIAN III, DALLAS COUNTY

John has maintained and, when needed, repaired ES&S equipment, including the DS850, DS450, M650, iVotronic, ExpressVote, AutoMARK, DS200, M100, TSX and OSX, for almost ten (10) years. Along with Election Day support, John provides maintenance and repair services in Kansas, Texas and Arkansas.

Prior to joining ES&S, John was the computer lab supervisor at Collin College in McKinney, Texas, for two (2) years. His responsibilities included providing leadership, troubleshooting and performance improvement for all IT operations, and supervising technician assistants, support and imaging campus-wide.

#### QUALIFICATIONS

- ✔ Certification of DS850, DS450, M650, iVotronic, ExpressVote, AutoMARK, DS200, M100, TSX and OSX

#### CURRENT RESPONSIBILITIES

- ✔ Conduct quality control tests for software and hardware-related issues for audit activities on ES&S products, including the DS850, DS450, M650, iVotronic, ExpressVote, AutoMARK, DS200, M100, TSX and OSX
- ✔ Hardware and software repair on DS850, DS450, M650, iVotronic, ExpressVote, AutoMARK, DS200, M100, TSX, OSX and ExpressPoll

#### ACCOMPLISHMENTS & EXPERTISE

- ✔ Upgraded and maintained Windows networking while ensuring 100 percent backup of information
- ✔ Solid record of contributions to project success, business growth and technology advancement

#### EDUCATION

- ✔ University of Texas at Dallas, Richardson campus
- ✔ Plano East Senior High School

## CONFIDENTIAL

### ANGIE BUTLER



#### MANAGER, OPERATIONS TRAINING & RESOURCE COORDINATION

Angie has spent the past 15 years in leadership and management roles. Throughout this time, she has served as a coach, mentor, project manager, team leader, and manager. She has proved to be an extremely effective manager with a clear vision and a creative thought process. She can think outside the box to solve problems, and she consistently delivers a high-quality product to our customers. She is a motivational leader dedicated to teamwork, disciplined planning, and building and developing results-oriented teams.

#### QUALIFICATIONS

- ✓ Customer relations management
- ✓ Project management
- ✓ People and team development
- ✓ Proven success as a multi-tasking manager in a fast-paced, highly-competitive environment

#### CURRENT RESPONSIBILITIES

- ✓ Oversees teams that specialize in training and customer relations
- ✓ Manages teams consisting of resource coordinators responsible for customer account productivity and delivering products to state and county customers.
- ✓ Leads teams that develop and implement ES&S product training and education programs
- ✓ Coordinate and leads training meetings and events with customers
- ✓ Manages resources in support of election events

#### ACCOMPLISHMENTS & EXPERTISE

##### Gallup, 2002-2016

##### Learning & Development Manager/Project Manager

- ✓ Managed numerous projects monthly ensuring all deadlines were met
- ✓ Provided team support including resourcing, needs identification, and implementation of solutions
- ✓ Created strategies to implement and sustain a high-performance culture through employee engagement

## CONFIDENTIAL

- ✔ Led teams of up to 50 people with diverse background
- ✔ Won numerous Manager of the Year awards

## EDUCATION

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University of Nebraska, Lincoln, BS Business Administration

Member of Association for Talent Development (ATD)

## REFERENCES

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### **Audra Pace**

Consultant Service Manager  
Client Resources, Inc.  
20120 South 72<sup>nd</sup> St, Suite 300  
Omaha, NE 68124  
402.276.6848

# PROJECT APPROACH, METHODOLOGY AND IMPLEMENTATION PLAN

a. *Describe the category classification your agency primary focus or specialize service.*

## ES&S RESPONSE

ES&S is the most comprehensive Elections-only company in the voting industry that provides the full range of voting system hardware, software, and election support services to meet the extensive needs of Dallas County. Our end-to-end product solutions include voter registration, precinct and central count tabulation hardware and software, accessible voting ballot marking devices, voter education/outreach, ballot layout and printing, poll book data conversion services, election media programming, early voting and Ballot on Demand print services, initial and recurring product training, equipment preventative maintenance, and voting supplies, absentee mail ballots, electronic poll books, project management services, Election Day support, and results reporting. This makes ES&S uniquely qualified to understand the full integration of your election system from start to finish. No other company has a greater understanding of how the full line of products work together and how they affect each other. ES&S can leverage this knowledge to provide consultation to Dallas County on their full range of Election Products if needed.

b. *Description of how the Agency's will accomplish the work and satisfy the County's objectives described in the RFP.*

c. *Describe the methodology that will be used. Detail how your agency implement system including training, software and all other services indicated in the RFP.*

## ES&S RESPONSE

### ES&S PROJECT MANAGEMENT PLAN SUMMARY: DALLAS COUNTY, TEXAS

#### INTRODUCTION

Ultimately, the measure of success in a new voting system implementation is a successful election. Our proven project management approach instills confidence and provides tools and training to ensure you are prepared for each Election Day. ES&S will provide all related aspects of project management to ensure a smooth and successful implementation, which ultimately means trouble-free elections.

All of our projects involve several key steps that we manage well. At ES&S, we adhere to the Project Management Body of Knowledge, or PMBOK, project management best practices. Our PMP-certified personnel are committed to ensure our team follows the standards and framework of the Project Management Institute in every step of the project implementation.



PMBOK is recognized worldwide as the best-practices guide to the project management knowledge, skills, techniques and tools known to achieve success. Among other implementation areas, PMBOK provides guidance in organization, planning, staffing, implementation and controlling of a project. ES&S uses the standards and framework of PMBOK to guide our practices. We then build on PMBOK using the lessons learned over approximately 40 years of implementing voting systems to ensure every implementation is a success. Our customized implementations include extensive customer communication, touch points, mutual reporting, ongoing evaluation, and follow-up to ensure we meet each customer's unique requirements and needs.

The project team will employ our vast network of subject matter experts company-wide to provide quality support and sound project management. As a leader in the elections industry, ES&S has implemented projects for thousands of customers. We take every effort to ensure every implementation is a smooth process and that you and your staff are fully prepared throughout each step of that process.

## ES&S PROJECT MANAGEMENT APPROACH

### PROJECT SCOPE

Our experienced project managers and account managers will collaborate with Dallas County to complete all steps of the implementation process.

We understand your need to purchase a uniform voting system that will utilize ballot marking devices and central count voting scanners/tabulators, as described in the RFP, including:

- ✓ DS850
- ✓ DS200
- ✓ ExpressVote BMD
- ✓ Electionware
- ✓ Balotar

The project will include the installation and training and support of all the above listed equipment and software.

The basis for the scope of the project will begin with the contract between ES&S and Dallas County. The contract defines specific milestones, deliverables and tasks that will be further detailed in the final Project Management Plan after collaboration between ES&S and Dallas County. The Project Management Plan scope will define all specific hardware, software and service deliverables and will be documented by the ES&S project team with continual review from Dallas County. Below are the key aspects of the project scope that will be documented in the Project Management Plan:

### KEY ASPECTS OF THE PROJECT MANAGEMENT PLAN

- ✓ **Specified project deliverables** – equipment delivery, acceptance, training, etc.
- ✓ **Formal acceptance/verification procedures** – process, criteria, documentation
- ✓ **Success requirements** – key inputs, conditions, capabilities, and expectations
- ✓ **Project management approach and control strategy** – scope/risk/change strategy

- ✔ **Delivery and implementation plans** – delivery milestones, critical paths
- ✔ **Project roles and organizational structure** – project team, communication approach
- ✔ **Project risks** – key risks and project dependencies
- ✔ **Change control procedures** – process for making changes to project scope

## PHASES OF AN IMPLEMENTATION

### PHASE 1: INITIATING THE PROJECT

We know every customer has unique and specific election needs. We will start by making sure we understand every detail of Dallas County’s needs so that we are prepared to deliver. We will then work with you to fine-tune our approach and determine the contract terms that define what you can expect throughout the process.

During this phase, you can expect the following:

- ✔ A Project Kickoff meeting with ES&S staff and Dallas County:
  - Initial task and timeline planning
  - Review of existing processes and systems
  - Discuss the transition from your existing or previous voting system

### PHASE 2: PLANNING THE PROJECT

During this phase, ES&S and Dallas County staff collaborate to create:

- ✔ The formal Project Management Plan, including:
  - A Work Breakdown Structure (WBS) for all implementation deliverables
  - A project schedule collaboratively defined between Dallas County and ES&S
  - Documented milestones
  - Documented resources necessary to complete every task
  - Documented clear responsibility for every task
- ✔ A Communications Plan to ensure all lines of communication are clear and open
  - Definition of the multiple tracking and communication methods that will be used to monitor the status of project deliverables and milestones
- ✔ The initial Action Item list

In addition, ES&S and Dallas County staff will perform review and customizations of all ES&S standard tools and procedures to ensure they meet Dallas County’s needs and standards, such as:

- ✔ Acceptance testing checklist
- ✔ Logic & Accuracy testing procedures

- ✓ Training plans, documents, and courses
- ✓ Content and timing of status reports
- ✓ Risk assessment and issue mitigation

### PHASE 3: EXECUTING THE PROJECT

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Step 3 focuses on executing on all tasks and meeting deliverables on time and in a quality manner. It includes constant communication, customer sign-off procedures, and documentation of the following:

- ✓ Removal and disposal of old voting equipment by Small Business Enterprise (SBE) partners
- ✓ Delivery of the new voting equipment by SBE partners
- ✓ Installation of all hardware
  - ES&S Field Services technicians and SBE partners will install all equipment at your site
  - ES&S technicians and SBE partners will assist in acceptance testing of the equipment per the agreed-upon acceptance testing checklists and obtain Dallas County approval
  - Any hardware that does not meet Dallas County approval will be immediately remedied
- ✓ Installation of all necessary software, networks and third-party items
  - ES&S technicians will perform a final Quality Assurance check and obtain Dallas County approval
- ✓ Training of County staff on all facets of the ES&S voting system
- ✓ Pre-election ballot layout and coding
  - ES&S will collaboratively work with Dallas County staff to lay out ballots and code the election
- ✓ Pre-election Logic and Accuracy testing
  - ES&S will work with Dallas County staff to perform Logic and Accuracy testing, from marking ballot through results reporting
- ✓ Post-election processing
  - ES&S will assist Dallas County with canvassing and close-out tasks

### PHASE 4: MONITORING

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ES&S will perform constant monitoring throughout all the other phases to ensure the project stays on track. The following activities will be customized to meet your needs:

- ✓ Routine status meeting check-ins with all key personnel and stakeholders
- ✓ Updated Status Reports detailing the progress on all agreed upon tasks, deliverables and milestones defined in the project plan
- ✓ Creation of and continuous review of the Action Item list
- ✓ Risk assessment and issue mitigation plans

- ✔ Continued partnership and open lines of communication to ensure we achieve Dallas County's 100 percent satisfaction throughout the entire implementation

## PHASE 5: CLOSING THE PROJECT

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At ES&S, we see a new voting system implementation as a first step in an important and long-term partnership. After a successful implementation — resulting in a successful election — ES&S will work closely with Dallas County to review all phases of the implementation process.

During this phase of the implementation you can expect:

- ✔ Review of all phases of the project
- ✔ Lessons learned for future elections; for example, any changes in processes from beginning to end
- ✔ Discuss additional training needs
- ✔ Detailed follow-up on any outstanding items

## KEY ASPECTS OF AN ES&S PROJECT MANAGEMENT PLAN

### PRODUCT ACCEPTANCE

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Product acceptance is one important aspect of the Project Management Plan. The ultimate goal of the project will be to implement a quality, usable and dependable voting system that Dallas County and its voters can trust. To achieve that goal, quality and performance assurance strategies in these specific categories will be managed and monitored for all product and service deliverables:

- ✔ **Security**
- ✔ **Reliability**
- ✔ **Accessibility**
- ✔ **Sustainability**

The acceptance process for all equipment, services and documentation will follow the specific procedures defined by Dallas County. ES&S will provide recommended acceptance checklists and procedures and will ensure that Dallas County is allowed time to review, modify and approve the procedures prior to the provision of related deliverables. The project team will ensure that the resulting acceptance test scripts are followed specifically, and that documented approvals are acquired for each deliverable and/or key milestone. Specific plans and step-by-step checklists will be documented and developed within the acceptance and testing plan, including all user acceptance testing procedures.

### MILESTONES MATTER

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The project milestones for each phase of the implementation, tasks and deliverables will be detailed in the Project Management Plan and include a timeline and status of events.

Jurisdiction	Status	Contract Signed	Kickoff Meeting	Status Meeting Start Date	Est. Delivery Date (Hardware)	Pick-Up Trade-In	ES&S Equipment Installation	3rd Party Network Installation	Jurisdiction Acceptance Testing	Hardware Training	Software Training
<b>M = Milestone</b> <b>D = Deliverable</b> <b>T = Task</b>	✓										

Key milestones include delivery of the new voting equipment, acceptance testing, installation of any necessary software and/or IT networks, training election personnel on all facets of system operation, and supporting the logistics of a trouble-free election day (Logic and Accuracy testing, managing the transfer of equipment from a central location to the voting locations, etc.)

For each phase of the implementation, there are key milestones including:

Milestone	Description
Kick-off meeting(s)	Following contract execution, the ES&S team will meet with key personnel and stakeholders to solidify project plan details.
Deliver project and system documentation	Initial project plans and documentation will be provided early in the project.
Finalize training plan	The ES&S training lead will work with Dallas County to develop a comprehensive training and knowledge transfer plan.
Complete System Installation and Acceptance Testing	Throughout the delivery phase, system and unit level testing will be completed. Once all system components have been delivered, an end-to-end system integration test will be completed. ES&S will provide suggestions and guidance on the system test but ultimate acceptance requirements and procedures will be determined and approved by the Dallas County.
Complete on-site training	ES&S will provide on-site training for users to provide a hands-on training experience at each course location. ES&S will provide training for each hardware device and software that make up the voting system.
Data collection and system configuration	Data will be imported into the Election Management System and basic election configuration steps will be completed.
Setup and L&A testing	Pre-election setup will be completed and verification and Logic and Accuracy (L&A) testing will be conducted prior to full system deployment. Testing can begin prior to the finalization of VR data to confirm data integrity, feature functionality, configuration options, and hardware/accessory performance.
System Deployment	As soon as ballot and voter data is loaded and the system is configured and tested, the system can be deployed for the election.
Provide Election Support	During the critical period prior to, during, and after Election Day, ES&S will assure that essential support resources are available and committed to project success.
Post-Election Support	ES&S will provide support to Dallas County following each election.

## **QUALITY MANAGEMENT APPROACH FOR SUCCESS**

Quality management is another important aspect of the Project Management Plan. Under direction of Dallas County, the ES&S project team will develop sub-plans for quality management and project management configuration within the overall Project Management Plan.

The quality management sub-plan will describe all characteristics surrounding successful product and project acceptance.

The project management configuration sub-plan will define procedures for submitting, approving, tracking and verifying all changes to the configuration of the products and the overall project.

## **PROJECT STATUS REPORTING**

The ES&S project team will stay in constant communication internally and with Dallas County. Regular meetings/conference calls are scheduled so progress can be shared and challenges proactively avoided.

The ES&S project manager is responsible for verifying that you receive all goods and services agreed to in the contract. The project manager manages status reporting to you on the consumption of those resources on a regular basis and manages the communication and agreement on any changes to the scope of services or products you request.

Where necessary, the project manager takes requested changes to the appropriate parties within ES&S for authorization and approval. These changes can take the form of new product releases, configuration changes, quantity changes, or scope of service changes. The project manager works directly with you to identify any proposed changes as well as any of your requested changes.

Where appropriate, the project manager will work with you or others within ES&S to determine the effect of any changes, resolve any financial impact in cooperation with you and your account manager, and reflect any agreed-upon changes in the project timeline and status reporting. We have developed an internal approach to managing these changes. These same practices are used throughout our organization.

## **RISK MANAGEMENT APPROACH**

Every project has risks. Preparing for these risks in advance helps to plan for and mitigate those risks. The ES&S project team will develop and utilize a comprehensive risk management strategy to manage all potential risks throughout the project. Early in the implementation, the ES&S project team will meet with Dallas County to identify potential project risks and develop initial mitigation strategies. Subsequent to this meeting, the ES&S project team will expand the identification of these risks and develop detailed plans for avoiding potentially negative effects of the identified and unidentified risks.

## **CHANGE MANAGEMENT APPROACH**

ES&S will systematically assess the current state of Dallas County's election operation. During the process, the on-site personnel will document and work with Dallas County staff to address current practices, guiding Dallas County through managing this change and reengineering current procedures and process.

While assessing the current state and consulting on the future state, ES&S personnel will engage with Dallas County key stakeholders. They will identify key personnel who are to be involved in defining the new processes and rolling out any changes to Dallas County staff.

In some instances, the assessment might indicate process changes are desirable. However existing processes may need to stay intact either permanently or temporarily. Or, they may need to be eliminated entirely.

Additionally, ES&S will help communicate any needed changes, ensuring there is a clear expression of the reasons for the change. ES&S personnel, along with the Dallas County's key personnel, will assess the training needs driven by the new system, when and how it will be implemented.

Our experience with election process and voting system changes has proven that operating end-to-end mock and/or simulated elections, using actual users, helps to identify potential improvements and risks. If possible, ES&S recommends operating multiple small-scale mock elections, where lessons can be learned and changes implemented and documented between mock elections. This will serve as a comprehensive approach to manage change. This human-centered approach has proven most effective, especially when dealing with both full-time and seasonal users (i.e., poll workers). ES&S believes in a collaborative and inclusive process and human change management approach that ensures that key resources are included and involved in the change.

## TEAM ROLES **CONFIDENTIAL**

Name	Title
Roberta Shoemaker	Vice President of Account Management
Nicolas Mevellec	Project/Account Manager
DuWayne McCormack	Regional Manager of Field Services
Bill McCullough	Senior Field Services Technician
Jay Rivera	Field Services Technician II
John Chuang	Field Services Technician III

### ES&S PROJECT MANAGER

A project manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S services in conjunction with the account manager. This person shall be the liaison for Dallas County with ES&S as it pertains to all products, services and obligations set forth in the Agreement.

### ES&S ACCOUNT MANAGER

The ES&S account manager will work closely with the project manager and Dallas County to develop a timeline of activities, provision of deliverables, and critical milestones. Your account manager will ensure Dallas County is fully supported and knowledge is successfully transferred to Dallas County staff. The ES&S account manager will be onsite and use various proven reporting tools and status updates reports throughout the project to communicate with Dallas County. The account manager will also bring technical, election system implementation experience along with consulting and training capabilities.

#### *ES&S VICE PRESIDENT OF ACCOUNT MANAGEMENT*

The ES&S Vice President of account management will be overseeing the project and will serve as an escalation point and project sponsor to Dallas County and the ES&S project team.

#### *ES&S TECHNICAL SERVICES*

Responsible for the design and installation of the election management system (EMS) network.

#### *ES&S TECHNICAL SUPPORT TEAM (HELP DESK)*

The ES&S Project Team includes a Technical Support Team (Help Desk) staffed with experienced hardware and software support technicians and engineers. The ES&S Technical Support Team utilizes a systematic 3-tiered escalation process to assure that all issues and questions, whether minor or major, are quickly addressed by the appropriate subject matter experts. The Technical Support Team has direct access to Tier 3 product engineers, system administrators, and software developers and is available 24x7 during election critical periods.

#### *ES&S FIELD SERVICES TECHNICIANS*

ES&S will leverage its existing regional support network to provide support and assistance throughout the implementation and on-going phases of the project.

#### *ES&S TIER 3 SUPPORT AND DEVELOPMENT*

The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the ES&S Project Team and Dallas County will have access to Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the development and deployment of system changes, including any updates or enhancements.

#### *ES&S CONTRACTOR STAFF*

Occasionally, ES&S uses contractors, trained and vetted by ES&S to supplement their staff. These individuals work directly for ES&S and have experience in all aspects of the election process, including installation, acceptance testing, logic and accuracy testing and Election Day support.

### **COMMUNICATION PLAN**

A key factor in providing structure for a project is the methodology used to establish guidelines and control project activities throughout a project lifecycle. By using a proven methodology, the project team can significantly improve communications, planning, and performance from the initial proposal stage, through completion of project deliverables to final closure of the project.

The assigned ES&S project manager and account manager will communicate with Dallas County on a mutually agreed-upon regular basis, as required based on the task at hand. The account manager will be on-site as needed during the initial phase of the implementation. On-site time increases as we get closer to the election.

Task	Communication Plan
Point of Contact	The ES&S account manager will serve as the Dallas County's point of contact throughout the life of the project.
Account Management	The ES&S account manager provides day-to-day coordination and interaction with Dallas County personnel. The account manager serves as a single point of contact and control for management, coordination, and resolution for all project activities.
Status Reporting	The ES&S project manager supplies Dallas County with regular implementation progress reports. These reports detail the work completed, scheduled tasks, milestones, and other related progress reports.
Status Meetings	Status meetings are on a regular basis, and are a review of the Work Plan, including items completed since the previous meeting and items to be completed prior to the next meeting. This discussion also includes a review of the party responsible for the task completion as well as any potential/foreseen roadblocks.
Contract Management	The assigned ES&S project manager is responsible for contract management.
Audits	It is the responsibility of both Dallas County and the ES&S project manager to continuously audit the project as well as all items pertinent to the project.
Planning	Planning is a joint effort between Dallas County and the ES&S account manager and is documented on the Work Plan.
Priorities	Priorities are agreed upon between Dallas County and the ES&S account manager.
Service Request	Any needed service requests, both outside and inside of the contract scope, are discussed between Dallas County and the ES&S project manager.

## PROJECT MANAGEMENT: WHY ES&S?

ES&S prides itself in our long history of successful voting system implementations for nearly 40 years. We have carried out thousands of implementations of voting systems – projects of every size and complexity. Written plans and execution tools are important pieces of a successful implementation equation. However, project management know-how, and project managers and account managers who instinctively understand what must be done to achieve a trouble-free election, are what sets the ES&S project management approach apart from the rest. We will serve as a trusted partner to ensure successful Elections and continual support from the first use and beyond.

Should you choose ES&S, you can expect:

- ✔ Trusted and experienced partner in Elections
- ✔ Customized implementation approach

- ✔ Project team led by PMP-credentialed staff who will work tirelessly to ensure a smooth and organized process during all phases of the project
- ✔ Support from first use and throughout the life of your voting system
- ✔ Dallas County's very successful Elections from the first use and beyond



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*ES&S, as a leader in the elections industry, has implemented thousands of customers. We take every effort to ensure the implementation is a smooth process and that you, your staff, and Dallas County will be fully prepared throughout each phase of the process.*

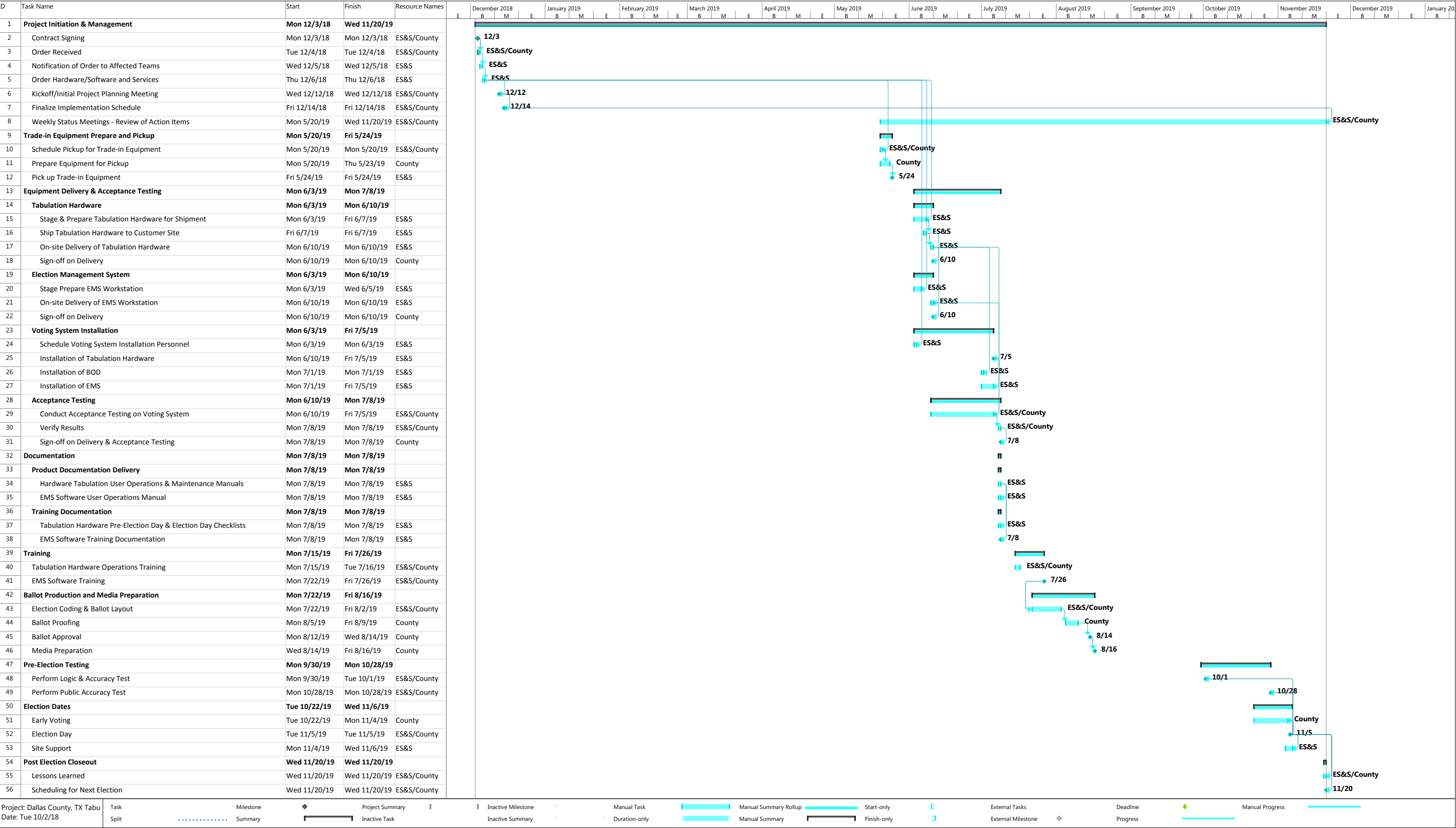
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# IMPLEMENTATION TIMELINE

**CONFIDENTIAL**

Dallas County, TX Tabulation Implementation Project Plan **CONFIDENTIAL**

Prepared by Election Sytems & Software



Note: Project Dates are estimates. Actual timeframes will be established at the time of contract execution. Following contract execution, project plans will be solidified.

# VOTING EQUIPMENT REQUIREMENT QUESTIONNAIRE

## 10. SCOPE OF WORK

Please mark each row to indicate if your system meets the listed proposed requirement, and provide detailed information in an attachment as to how your system meets, exceeds, or approaches the proposed requirements. **A written response that follows the numbering system in this request is recommended.**

### 10.1 Elections Voting Tabulation System

The new voting tabulation system will include equipment, software, and services. The proposed voting tabulation system must meet the standards set forth by the Dallas County and the State of Texas.

I. Preferred Features & Function		YES	NO
<b>SECTION A. Elections Voting Tabulation System General Requirements</b>			
<i>(Mark "Yes" or "No" and add comments)</i>			
A101	Voting system must be certified by the EAC before implementation.	X	
(Comment): The proposed voting system, EVS 5.2.4.0, was certified by the EAC on June 5, 2018. Please see ES&S' EAC Certification in Attachment A.			
A102	All equipment must be new or newly manufactured, not reconditioned or refurbished in any way.	X	
(Comment): All proposed equipment is new or newly manufactured, not reconditioned or refurbished in any way.			
A103	Ability to support at least 9,999 ballot styles on a single voting unit. Please describe.		X
(Comment): The maximum number of ballot styles that can be loaded on a single voting unit is currently 9,900.			
A104	Ability to support at least 99 splits in a precinct. Please describe.	X	
(Comment): The EMS system, Electionware, supports up to 9,900 precincts with up to 99 splits per precinct.			
A105	Allow vote-for contests of greater than 9. Please describe.	X	
(Comment): The proposed ES&S system allows vote-for contests of up to 98 per contest.			
A106	Ability to support combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style. Please describe.	X	
(Comment): ES&S' proposed system can count and record ballots cast in combined precincts with varied ballot styles and can easily integrate the tallies into all election results and reports.			
A107	Allow for the evaluation of write-ins for which the ballot target was left blank on standard ballots.	X	
(Comment) The ES&S system can program the tabulators to recognize write-in content on the ballot, even if the voter failed to fill in the corresponding response oval. This feature can be used if local jurisdictional laws permit.			
A108	Allow the option of capturing images only of those ballots containing write-ins, rather than capturing images of all scanned ballots.	X	
(Comment): During the election setup in Electionware, the user may decide to use the Capturing Image feature to save all ballot images, no ballot images, or only those ballot images with write-ins.			
A109	Allow the display of a jurisdiction emblem or seal on all voter-facing voting units.	X	
(Comment): Users may import custom graphics that will appear on the DS200 and ExpressVote screens.			

A110	Ability to support variable language assignment on a precinct-by-precinct basis within the same election. (OPTIONAL – EXPLAIN)	x	
(Comment): Within the same election, users can display various languages based on the precinct level. For example, a jurisdiction could ensure certain precincts have English-only whereas other precincts have English and Spanish.			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
A111	Ability to support at least (5) languages, including character-based languages like Chinese.	x	
(Comment): Electionware accommodates multiple languages such as English, Spanish, Chinese, Korean, Japanese, and Bengali. With character-based languages, multiple audio languages are supported, including Chinese Mandarin, Chinese Cantonese, and Vietnamese.			
A112	Ability to automatically generate a paper ballot test deck along with the expected results reports on a precinct-by-precinct basis as well as on an election-wide basis.	x	
(Comment): The ES&S Automated Test Deck Creation software, part of Electionware Toolbox, allows the County to create pre-printed test decks with a 1 to x pattern, and optionally includes undervoted and overvoted ballots. The test deck function in Toolbox also creates a results report based on the marking algorithm selected. This report can be compared to the results report from the tabulator that scans the marked test deck. The test deck and expected results reports can be generated on a precinct-by-precinct basis as well as on an election-wide basis.			
A113	In a recount, the ability to isolate one or more contests without recreating the entire election definition. The same election definition should be utilized to re-tabulate only the specified recount contests. (OPTIONAL – EXPLAIN)	x	
(Comment): The Electionware election management system (EMS) quickly identifies the precincts and ballot styles associated with the recounted contest. Electionware software provides a powerful means for restricting the election definition to a subset of contests or precincts specified for a recount. This definition can be loaded on the DS200 and DS850, allowing for sorting and/or recounting of the ballots in question as permitted under a jurisdiction's election law.			
A114	Ability to support at least 17" ballot pages; 19"-length ballot page support is desired. (OPTIONAL)	x	
(Comment): The ES&S system is certified to support 11", 14", 17", and 19" length ballots/cards.			
A115	Ability to support at least 4.25" - 8.5"-wide ballot pages.	x	
(Comment): The ES&S system is certified to support ballots/cards of 8.5" and 4.25" wide.			
A116	Must encrypt all confidential data saved to the removable memory media device (USB drive, flash card, etc.) with AES and bit strength of 128 or higher.	x	
(Comment): Election definition files, vote results, and ballot image files on the DS200 USB removable memory device are digitally signed and encrypted using AES-256 asymmetric encryption to FIPS 140-2 standards.			
A117	Must support a mixture of paper ballots that are single-sided and double-sided within the same election.	x	
(Comment): The ES&S system accommodates a mixture of single-sided and double-sided ballots within the same election.			
A118	Must support use of paper ballots composed of multiple ballot sheets.	x	
(Comment): Electionware's Paper Ballot module allows multiple ballot sheets or pages.			
A119	Must support simultaneous viewing of scanned ballot images and Cast Vote Record data.	x	
(Comment): Ballot images and Cast Vote Records (CVRs) captured on the tabulators can be reviewed side-by-side simultaneously in Electionware.			

A120	Must allow for the creation of non-geographic precincts or districts to which all ballot styles can be automatically assigned. Please describe.	X	
(Comment): Electionware offers the ability to create non-geographic precincts, such as Absentee precincts, with a very simple process during the election setup in the Capture module. You can create one or multiple non-geographic precincts that are linked automatically to all ballot styles or linked to a certain district. Alternatively, some jurisdictions choose to create an Absentee precinct for each Congressional district or for each party in a Primary. Electionware makes this very easy to set up and manage.			
A121	The election management system must provide for audio file generation with high-quality synthesized voice.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): Once the ballots have been created, the Electionware Accessible Ballot module is used to generate the election data and translations scripts. These scripts provide the County with a listing of all the audio elements that need to be recorded for all languages. The system supports either human-recorded voice or synthesized audio. If the County prefers human-recorded voice, the scripts are sent to a sound studio and recorded by voice talent in all languages. A jurisdiction may also self-record the files using a microphone and recording software from a PC. If the County prefers synthesized audio, the script is imported into the Electionware Toolbox Text-To-Speech application and the audio files are automatically created. Once the files are created, they are imported into Electionware to be included on the ExpressVote media.			
A122	The system must be able to read a barcode created by the e-PollBook containing the correct ballot style for the voter.	X	
(Comment): Poll workers can use the ES&S ExpressPoll tablet with integral camera to scan a barcode on a Driver's License as well as scan the barcode on a Voter ID Card or State ID Card to immediately retrieve voter information. When a barcode is scanned, voter lookup is automatically performed in the ExpressPoll software. In addition, if the New Voters option is enabled, data from a scanned Voter ID Card or Driver's License can be automatically entered into a new voter record.  Alternatively, use of the proposed ExpressLink software and ExpressVote Activation Card Printer with your electronic poll books and voter check-in technology ensures that every voter gets the correct ballot style. ExpressLink is an on-demand application that prints activation cards for use with the ExpressVote to ensure that voters are provided with the correct ballot style. ExpressLink is a Windows PC application that can run in either a standalone mode or in a monitor mode where the application monitor requests from a voter registration system over a shared network folder. The application imports an election definition from Electionware, accepts requests to print a voter's ExpressVote activation card, determines the voter's ballot style, and then prints the activation card on the ExpressVote Activation Card Printer. The voter then inserts the activation card into the ExpressVote system and their correct ballot style is automatically presented on the ExpressVote screen. This automated ballot selection process eliminates the risk of a poll worker manually selecting an incorrect ballot style for a voter.			
A123	The system must provide for a reconciliation process for comparing the number of voters listed as having voted and the number of ballots cast in three ways: a) in early voting by mail; b) early voting in person, and c) on Election Day.	X	
(Comment): Using reports created by the DS850, election staff can compare the reports to the ballot transmittal form or the VR system to reconcile the number of ballots cast and counted. For early in-person voting, the public count on the DS200 precinct scanner can be compared to the poll book count for reconciliation. This process is the same on Election Day.			
<b>SECTION B. PRECINCT DIGITAL VOTE TABULATOR</b>		<b>YES</b>	<b>NO</b>
<i>The following requirements apply to the precinct equipment that scans and tabulates votes at the precinct level. The precinct digital vote tabulator must:</i>			
B101	Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.	X	
(Comment): The ES&S system includes many ways to protect the privacy of votes. Privacy sleeves can be used for transporting the card to be scanned on the DS200. The DS200 enables a ballot to be inserted face up, face down, top first or bottom first. The DS200 contains a hood over the ballot insertion slot to help protect the ballot from view as it is accepted into the unit. The DS200 accepts the ballot rapidly. If exceptions such as overvotes exist, the ballot remains in the DS200 unless the voter requests the ballot be returned, and voter alerts do not contain selections, allowing the voter to ask for poll worker assistance without compromising the secrecy of their selections. Every ballot cast is assigned a random 16-byte identifier and all the ballot Cast Vote Records (CVRs) and ballot images are stored with the same timestamp. This effectively decouples any association of the ballot to the voting order, guaranteeing voter privacy.			

B102	Include a touch screen of at least 12 inches to provide clear, concise feedback to the voters and poll workers.	X	
(Comment): The DS200 features an interactive 12-inch LCD color touch screen. Messages and prompts (both visual and auditory) assist workers and voters. During voting, situations that require voter or election-worker interaction are displayed clearly in plain text on the DS200 digital scanner's touch screen. All messages are displayed in easily understood text.			
B103	Make clear to the voter how to cast a ballot. Please describe how this is accomplished.	X	
(Comment): Before the voter inserts their marked ballot into the DS200, a "Welcome. Please Insert Your Ballot" screen is displayed which includes a repeating animation of how and where to insert the ballot. The ballot feed process is initiated when the voter places the ballot (in any orientation) into the ballot transport path. A confirmation screen provides clear feedback to the voter that their ballot has been successfully tabulated.			
B104	Make clear to the voter when a voting action is complete. Please describe how this is accomplished.	X	
(Comment): The voter inserts their marked ballot or card into the DS200 for tabulation. A confirmation screen provides clear feedback to the voter that their ballot has been successfully tabulated.			
B105	Make clear to the voter/election official that the vote has been cast and stored. Please describe how this is accomplished.	X	
(Comment): The DS200 has a public counter conveniently located on its large touch screen. After the DS200 scans and securely stores a marked paper ballot, the system displays a confirmation message for the voter and then increments the public counter to confirm that the ballot has been counted.			
B106	Clearly indicate to the voter/election official whether or not a ballot has been processed.	X	
(Comment): The screen clearly indicates if the ballot has been tabulated.			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
B107	Be capable of being programmed to alert voter to under-votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.	X	
(Comment): The DS200 can be programmed to alert a voter to undervotes for specific contests and provide the voter an opportunity to correct the ballot. The County can use Electionware to program the specific contests for which the voter should be alerted to undervotes and to indicate the voter should have the opportunity to correct the ballot in those cases. When the DS200 encounters an undervote it was programmed to detect, its touch screen clearly indicates an undervote and lists the contest(s) affected. The DS200 then provides the voter step-by-step instructions for correcting the ballot.			
B108	Prevent the voter from over-voting a contest.	X	
(Comment): The DS200 can be programmed to notify and return ballots to voters who have overvoted a contest. Depending on the options set during creation of the election in Electionware, the DS200 can be programmed to always reject ballots if overvoted contests are detected.			
B109	Include the option to allow the voter to over-vote a contest, depending on jurisdiction laws.	X	
(Comment): The DS200 can be programmed to allow a voter to overvote a contest. The DS200 can be programmed to always accept a ballot with an overvoted contest without alerting the voter, or it can be programmed to first query the voter. If the DS200 is programmed to query the voter, its touch screen displays a message alerting the voter to the overvoted contest and allowing the voter to retrieve the ballot for correction or cast the ballot as is.			

B110	Provide a voting solution that addresses provisional voting generally, and provisional ballots, including the casting of the provisional ballot, the accessibility/ADA options, and the recording and tabulating of such ballots. The voting solution shall be able to separate provisional ballots from non-provisional ballots. Results from provisional ballots shall be easily integrated with Election Day results and advance voting results, once those provisional ballots have been determined to be eligible for counting, for the purpose of producing total election results.	X	
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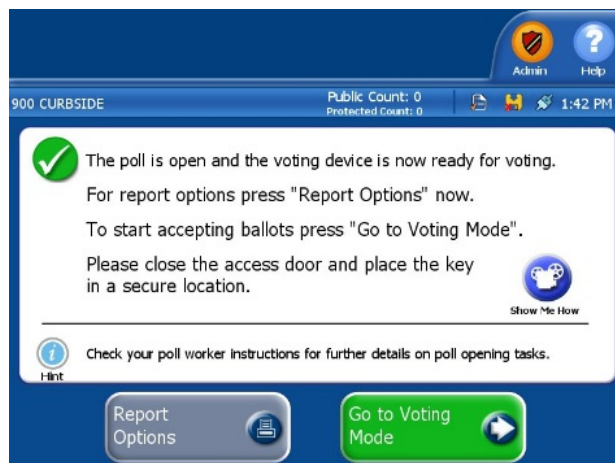
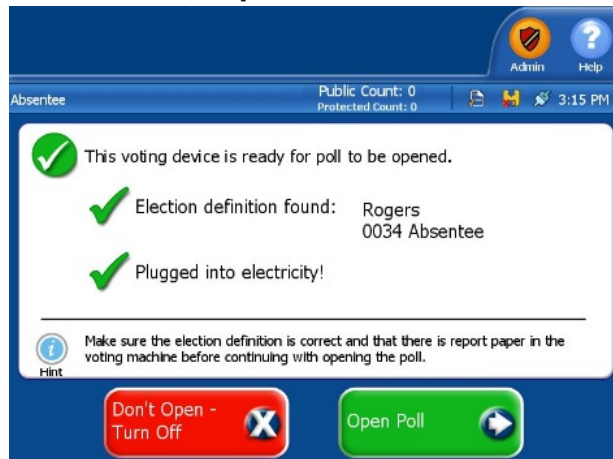
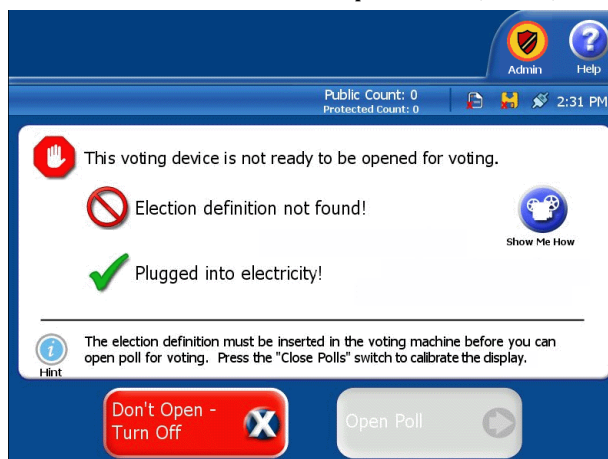
(Comment): The ES&S voting solution is versatile enough to handle multiple ballot sets in the same election. One ballot set or type can be configured to include only provisional ballot contests. With the right setup, on Election Day, these ballots can be rejected by the Election Day poll type equipment so that provisional ballots must be reviewed prior to casting. Once those ballots are determined to be eligible for counting, the provisional ballots can be tabulated and integrated into the same group or a unique provisional results group.

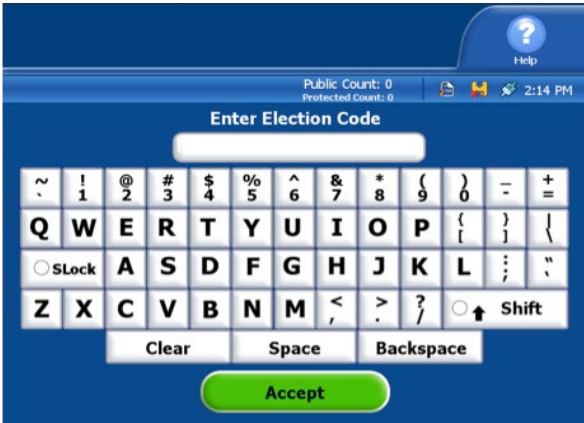
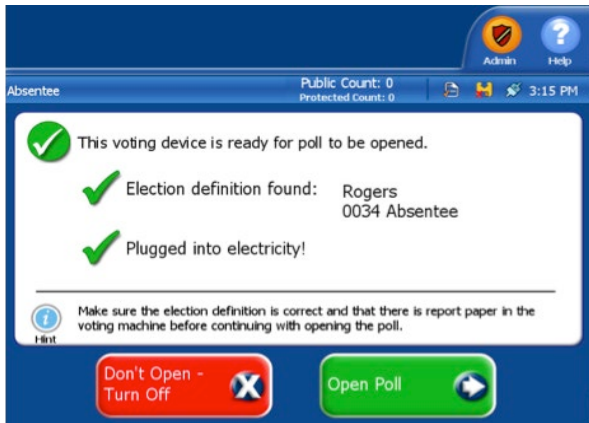
B111	The voting solution allows the system administrator to partially count a provisional ballot, meaning that the administrator can instruct the system not to count races for which the provisional voter was not eligible to vote.	X	
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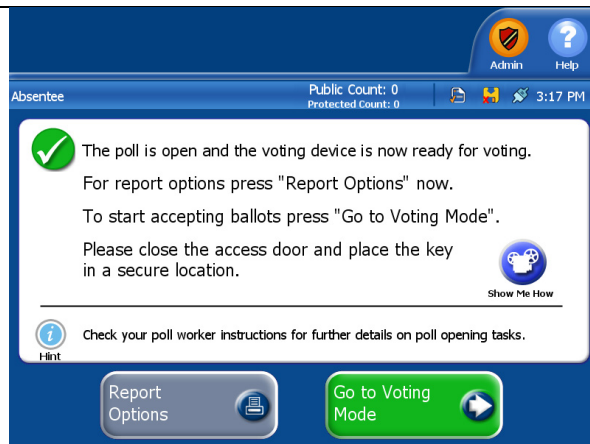
(Comment): The ES&S voting solution offers the ability to create multiple ballot sets in the same election. Provisional ballots can be programmed to display a subset of the races found in the election. This ensures that provisional voters only cast votes on eligible races.

B112	Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.	X	
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(Comment): All screen messages are written so they are easy to understand by both voters and poll workers. The easy-to-use 12-inch interface display provides instruction and feedback to poll workers, voters, and technical staff in a clear, complete and concise manner.



B113	Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.	X	
(Comment): All screen messages are written so they are easy to understand by both voters and poll workers. Messages are displayed in full text or numeric format. All DS200 digital scanner error messages requiring intervention by an operator or poll official are displayed unambiguously in easily understood text on the color display. Step-by-step instructions are provided for resolving any ballot issue.			
B114	Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): The DS200 requires the same special handling and transportation considerations as would be afforded to most electronic and computer equipment. It has been designed and tested to meet specific Voluntary Voting Systems Guidelines (VVSG) 1.0 minimum performance standards that simulate exposure to physical shock and vibration associated with frequent handling (such as loading, unloading, stacking, and heavy use) and transportation by surface and air common carriers. The DS200's internal components are assembled in a rugged, impact-resistant GE C6600 - Polycarbonate Acrylonitrile Butadiene Styrene (ABS) plastic housing. During transport, the lockable, hard shell carrying case further protects the unit from damage by withstanding real-world impacts, shocks, and vibrations that can be experienced when traveling to the poll site. The carrying case includes roller wheels and a telescoping handle to assist in the easy movement of the DS200 to and from the polling place.			
B115	Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.	X	
(Comment): ES&S recommends the County staff deliver the DS200 units to the polling location set up and ready to open polls. At the completion of Logic and Accuracy (L&A) testing, all votes should be cleared from each scanner and all test ballots should be removed from the ballot box prior to sealing the doors. Appropriate seals should be applied to the DS200 and ballot box to protect the integrity of the scanner and the USB flash drive containing the election definition. A new paper roll (for Zero and Results report printing) should be installed in each machine. On Election Day, setup tasks for the poll staff are minimal. The poll worker simply plugs the DS200 tabulator into an AC outlet, unlocks/unseals the lid of the ballot box to access the DS200, and unlocks and raises the lid of the DS200, which automatically initiates the boot-up process. Within minutes, the unit is ready for poll opening.			
B116	Require minimal poll worker poll opening and closing procedures. Please describe the steps to open and close the polls.	X	
(Comment): The poll opening procedure is quick and simple to perform. Most jurisdictions deliver the DS200 to the voting location with the DS200 already installed onto the ballot box and the USB flash drive with the election definition ready. To open the polls, the poll worker unlocks and raises the top lid of the DS200 ballot box, raises the DS200 touch screen (which automatically powers up the unit), presses "Open Poll" and then presses "Go to Voting Mode." The Configuration Report and Zero Report print automatically. To close the polls, the poll worker simply unlocks the access door, pushes the "Close Polls" button on the DS200, and then confirms by touching "Close Poll" on the screen. Most of our customers provide poll workers with open and close instructions that fit on a single sheet of paper. Please see Attachment B for simple, one-page descriptions of poll opening and poll closing procedures.			
			
Election Code Entry Screen (Optional)		Open Poll Screen	



Go to Voting Mode Screen




B117	Include an option for a removable bin that allows for collection of ballots without requiring the poll workers to touch the voted ballots.	X	
(Comment): ES&S' removable ballot tote bin fits inside the DS200 plastic ballot box enclosure. The tote bin is lockable and sealable and allows the ballots to be transported to Election Central after poll closing in a secure manner. The removable bin does not require the poll workers to touch the voted ballots.			
B118	Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.	X	
(Comment): The DS200 tabulator employs robust power management capabilities that meet VVSG requirements for handling common power fluctuations such as surges, dips, spikes, etc. and achieve the 2-hour minimum battery backup capability. In fact, the DS200 may be used continuously for 3-4 hours on battery backup. The unit automatically begins recharging when power is restored, whether the unit is powered on or off. This requires no action by the poll worker and allows for the system to better handle multiple power outages. The batteries are integrated into the unit with no external batteries or charging stations to manage.			
B119	Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.	X	
(Comment): The DS200 contains an internal backup battery that maintains the system in the case of a power failure during the election process. The battery is a 21-volt, 10 cell lithium-ion battery that needs no special maintenance. The battery obtains its charge automatically from the system power supply any time the unit is plugged in – a separate charging device isn't required. It ensures complete protection from power failure, providing a minimum of two (2) consecutive hours of heavy operation in the event of a power failure and lasting significantly longer during light scanning. The battery is floating on the system, meaning the battery kicks in immediately without system impact. When the battery gets low, the system gracefully shuts down to ensure no ballots are being scanned or data is being written to the USB memory device when it loses power completely. When power returns, a recovery procedure allows voting to continue where it left off.			
B120	Alert the user when the device is operating on battery or AC power, and shows the percentage (%) of battery life remaining. Please describe how this is accomplished.	X	
(Comment): If the system is disconnected from AC power, a series of four audible beeps will be heard. This same four-beep audio signal will be repeated every minute until AC power is restored. Furthermore, a battery charge indicator icon in the upper right corner of the DS200 color touch screen provides a visual notification of how much battery life remains in the unit. The battery icon is displayed as empty if the battery is dead or very low. If the battery is disconnected, the battery icon will blink. In addition, the power indicator light in the rear of the DS200 indicates the charging level for the battery.			

B121	Be fully lockable and have no exposed communication ports.	X	
(Comment): ES&S has numerous built-in safeguards to prevent unauthorized use and tampering of the DS200 in storage or while in use at the voting location, including the ability to be fully lockable and providing no exposed communication ports. The USB flash drive containing the election definition and election totals is secured under a locked panel. A provision for a wire seal within the USB port provides an additional level of security. The USB flash drive in the back of the machine used for redundant data storage is also sealed under a locked panel prior to Election Day. The DS200 has a laptop-style hinge display that doubles as a built-in security lid. Until this lid is unlocked and opened, there is no access to the paper path or other optical components. After the DS200 is mounted onto the ballot box, a door on the ballot box hinges into place at the front of the DS200 and locks the DS200 unit into place. The ballot box is equipped with key locks that prevent access to the ballot compartments storing the paper ballots, the DS200 unit and the ballot slot. After poll workers close the polls, ballots cannot be cast without the proper ballot box keys and security codes (including an administrator override code) to reopen the polls.			
B122	Allow programmable memory device(s) to be sealed in the unit with a means of tamper detection. Please describe.	X	
(Comment): The DS200's USB memory device is in a locked compartment. For added security, the USB memory device can be fastened in place with a wire seal and the door of the compartment can be secured with a tamper-evident seal.			
B123	Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): A poll official can easily clear a ballot jam in less than one minute by lifting the reader door to access the jammed ballot within the ballot transport mechanism.			
B124	Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.	X	
(Comment): The DS200 enables easy access (less than one minute) to the image sensors for cleaning and diagnostics. The rear access door can be unlocked, and the latches on the sides of the ballot transport can be opened. The top cover of the ballot transport can then be opened to reveal the contact image sensor glass.			
B125	Scan and store full, complete ballot images at a minimum of 200 dots per inch (DPI).	X	
(Comment): ES&S scans and stores ballot images using an image resolution of 200 x 200 DPI (dots per inch).			
B126	Allow for encrypted and digitally signed transfer of precinct results to the election management system (EMS). Please describe.	X	
(Comment): ES&S' results reporting program, Election Reporting Manager (ERM), is used to accumulate election results data from all ES&S tabulation devices. The tabulators save the vote data to a USB flash drive. All vote data saved to the USB is digitally signed and encrypted with FIPS (Federal Information Processing Standards)-certified security functions. The USB flash drives are transported to the PC at Election Central with the ERM program for upload and accumulation.			
B127	Allow the presiding judge at the polling location and Central Count the ability to print and sign the precinct returns to certify their accuracy. Please describe.	X	
(Comment): The DS200 Voting Results Report may be configured to print automatically at the close of the polls with either the polling place results or the precinct results. This report includes Election Judge signature lines. The DS850 high-speed central scanner and tabulator also produces printed reports that could be signed by Election Judges, including the Results Report which contains detailed election results and is available in multiple report levels – reporting level, detail level, selected precinct or all precincts.			
B128	Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.	X	
(Comment): If a unit fails, a poll worker simply transfers the memory media to a backup unit and voting continues seamlessly.			

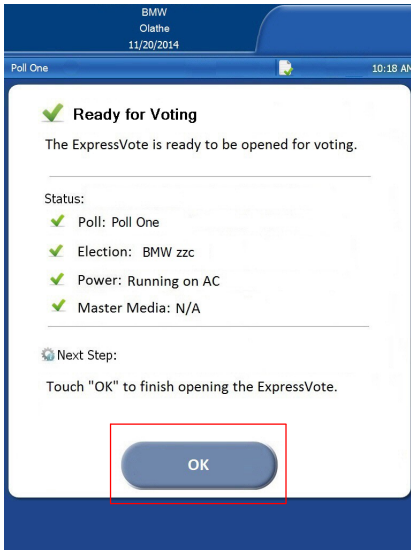
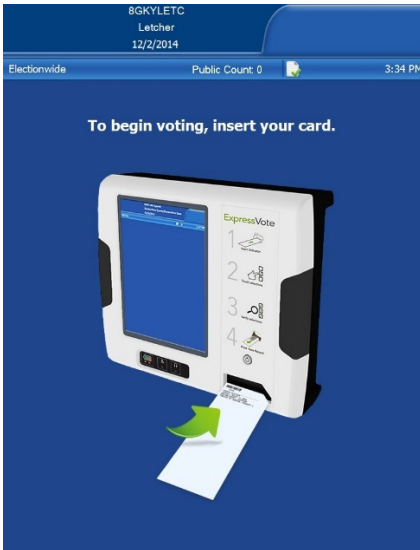
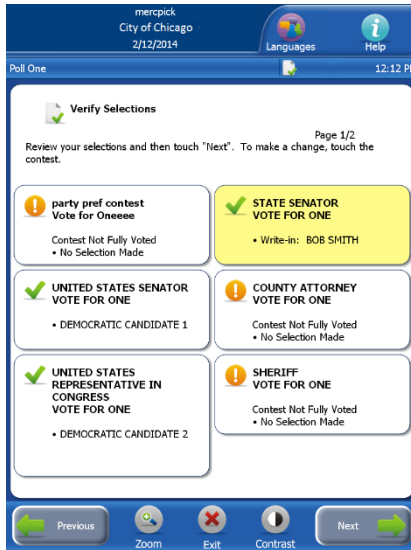
B129	Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?	X	
(Comment): The first line of defense in the event of a power failure is the DS200's internal lithium-ion battery. It obtains its charge automatically from the system's power supply with no poll worker intervention required to switch to battery power. The battery can power the DS200 for 3-4 hours of continuous use. If power is not restored after that time, the system allows for a graceful shutdown without the loss or compromise of any voting data. Furthermore, the DS200 precinct scanner logs all events, including failure and shutdown. It stores all votes and election configuration files to an external USB flash memory media device (up to 8 GB). If a unit fails because the battery runs out or for any other reason, poll workers simply transfer the memory media to a backup unit and voting continues seamlessly. The DS200 backup memory and power supply ensure that no votes are ever lost due to power failure.			
B130	Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe.	X	
(Comment): ES&S' proposed tabulator, the DS200, saves Cast Vote Records (CVRs), ballot images, and audit data onto a solid-state, removable USB flash drive each time a ballot is cast. The USB flash drives are removable and operationally interchangeable. If a DS200 unit experiences a technical problem and requires replacement, the USB flash drive can be transferred to a substitute unit, and voting can continue without the loss of any ballot data that was scanned on the original DS200.			
B131	Be capable of retaining a record of all votes cast prior to a malfunction, in the instance of a malfunction. Please describe.	X	
(Comment): The DS200 stores all Cast Vote Records (CVRs), ballot images (front and back sides), election definition files, and audit data to a removable USB flash drive that has a standard storage capacity of 4 GB (8 GB drives are available, if necessary). If a DS200 unit were to fail, poll workers would simply transfer the USB flash drive to a spare DS200 vote tabulator unit and seamlessly continue voting. The DS200 backup memory and power supply ensure that no votes are ever lost. The internal lithium-ion battery of the DS200 can provide a minimum of 3-4 hours of continuous use after interruption of electrical power. When the internal battery is depleted, the system goes into a graceful shutdown process without loss of data integrity.			
B132	Not allow the printing of a Results report or extraction of such data until polls have been closed on the unit.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): The DS200 will not allow a poll worker to print a results report or extraction of such data until the polls have been closed on the DS200. Once closed, the DS200 automatically prints results reports for viewing.			
B133	Employ an easy-load, drop-in paper roll for the report printer.	X	
(Comment): The DS200 thermal paper roll is a continuous-feed paper roll that is 3.15 inches wide by 80 feet long. It is a drop-in paper roll that allows the poll worker to change the paper in a matter of seconds. The thermal paper printing technology eliminates ink/ribbon costs, maintenance, and downtime.			
B134	Provide a means of preventing continued voting when the polls are closed on the unit.	X	
(Comment): After the poll worker has closed the polls by pressing a button behind a secure access door and confirming on the touch screen, the DS200 provides a final opportunity to re-open the polls for voting if authorized by the applicable jurisdiction election official. Re-opening the polls requires an override code.			
B135	Provide the ability for an authorized official to re-open the polls in event of a court order.	X	
(Comment): In the event of a court order, an authorized election official can re-open the polls with an authorized access code.			

B136	Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.	X	
(Comment): ES&S designs and manufactures its voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a minimum lifecycle of 10-15 years. ES&S fully supports the tabulators and other voting system hardware we build through tried and tested sustainability processes. To ensure the sustainability of our products throughout its lifecycle and beyond, ES&S engineers its voting system products with an eye on durability, ease of maintenance, and availability of parts and supplies. The ES&S supply chain is the most extensive in the election industry. Product sustainability and lead-time compression are the driving forces to having a strong supply chain. We focus on choosing long-life, industrial grade components and hardware to ensure we meet and exceed parts availability. We continually monitor our component inventory supply, customer demand, and supplier availability. ES&S involvement includes inventory management, hardware engineering, manufacturing, purchasing, and field services. Our outside contacts include contract manufacturing partners, manufacturer representatives, manufacturers, and component suppliers. Constant monitoring and effective communication between all manufacturing partners is the main reason why we continue to enjoy success and why our customers can use their voting equipment far beyond the expected lifecycle.			
B137	Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as ballot paper and toner.	X	
(Comment): The DS200 requires minimal consumables. No toner is required. The following consumables should be replaced as needed: - Thermal Reverse Wound Paper Roll: ES&S recommends a new paper roll be inserted into each DS200 once Logic and Accuracy (L&A) testing is completed for the election. - 4 GB Flash Drive (SLC): Up to 10,000 writes/erases. - Motherboard Coin Cell Battery: Replace every five (5) years. - Internal Rechargeable Lithium-Ion Backup Battery: Replace every five (5) years. - Tamper-Evident Seals/Labels - 8.4-inch Numbered Pull-Tite Seals - Cleaning Supplies: Touch Screen Cleaning Kit, Canned Air.			
B138	The Vote Tabulation equipment must be the election vendor's proprietary, purpose-built equipment; cannot be commercial-off-the-shelf (COTS) hardware.	X	
(Comment): Election Systems & Software is the creator and proprietary owner of all ES&S equipment and software presented in this proposal.			
B139	If allowed, provide for the secure transmission of results via landline or wireless modem from the precinct tabulator to the EMS. Please describe.	X	
(Comment): Transmission of election results via modem is not allowed per Texas state statute. If modeming were ever to be allowed, the DS200 can transmit election results using a cellular modem for Verizon, AT&T, or Sprint. Cellular coverage at the polling location is required for this functionality to work. The DS200 can also be equipped with an analog modem requiring an analog phone line at the polling location for results transmission.  The ES&S system provides secure transmission of unofficial results through use of multiple security measures. Upon poll closing, a hard copy of the results tape is printed prior to the modem being turned on. This results tape serves as a key element of the audit process. The modems in these devices only transmit signals for a few short moments. No results data is passed until the modem authenticates through a firewall. Those results data packets are encrypted before transmission with AES 256-bit encryption using NIST-approved, FIPS 140-2 cryptographic modules, digitally signed, and sent through an additionally encrypted SFTP channel. Finally, should a signal be identified, the ability to communicate with the device itself is restricted by the disabling of exploitable services and ports on the device.  If state and local rules prevent secure transmission of results via landline or cellular modem, DS200 units deployed to the County will not have modems installed. In the proposed solution, we have included a means for transmitting results from regional locations.			
B140	Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.	X	
(Comment): All ES&S components are designed to use their respective backup power features to automatically respond to power issues without impacting the operation of the unit. This includes the seamless switchover to battery power when AC power is lost, as well as a controlled shutdown of the unit when battery power is exhausted. In addition, data from completed voting sessions is saved to nonvolatile memory and is, therefore, preserved in the event of a sudden loss of the electrical connection or failure of the backup battery. ES&S has spent years performing negative testing of such failures to make the system as robust and recoverable as possible.			
B141	Precinct Tabulator unit has a solution and features to prevent rescanning valid, cast ballots by poll workers.	X	
(Comment): Once a ballot has been scanned and tabulated by the DS200, it is deposited into the ballot box through the secure and contained ballot path. The plastic ballot box provides multiple keyed locks and seal locations that secure access to the ballot path. After the ballot is scanned and deposited into the locked ballot box, it cannot be removed without a key.			

I. Preferred Features & Function		YES	NO
<p align="center"><b>SECTION C. VOTE MARKING DEVICE</b></p> <p><i>The following requirements apply to the precinct equipment that enables all voters, with or without disabilities, to vote independently. <b>Should the vote marking device meet the following criteria:</b></i></p>			
(Comment): ES&S agrees and will comply.			
C101	Be compatible with the tabulators that are part of the solution being proposed.	x	
(Comment): The ES&S ExpressVote prints a Vote Summary Card containing the voter's choices and is completely compatible with the DS200 and the DS850.			
C102	Be a universal voting device that ensures all voters have the same opportunity to independently cast their votes. Please describe.	x	
(Comment): The ExpressVote serves every eligible voter, including those with special needs. The feature-rich system was created for people with or without visual impairments, hearing loss, or need for physical accommodations. As a fully compliant ADA (Americans with Disabilities Act) voting solution, the ExpressVote enables each voter to cast their ballot autonomously. Voters can verify the printed paper record using the same accessible devices used by the voter to vote the ballot.			
C103	Provide for use of voters with disabilities. What kinds of disabilities may be accommodated and what are the user interfaces for doing so?	x	
<p>(Comment): The ExpressVote allows voters to cast their votes unassisted, thereby maintaining their privacy and anonymity. Every ExpressVote is fully accessible, allowing any voter to select any ExpressVote without the need to declare a disability or be relegated to certain devices. Most voters, even those with visual impairments or who are blind, can use the corner cut tactile indicator to properly orient the card and insert the card into the machine. Braille on the face of the ExpressVote indicates where to insert the activation card.</p> <p>The ExpressVote uses electronic technology based on input from election officials and disability organizations. Each ExpressVote includes the following functionality to support voters with or without visual impairments, hearing loss, and needs for physical accommodation:</p> <ul style="list-style-type: none"> <li>- Multiple ballot navigation and selection methods that can be used simultaneously at any time during the voting process</li> <li>- Touch screen with colors and accessibility-enhancing effects, including voter-selected font size and contrast settings</li> <li>- Interconnected navigational keypad buttons with both Braille and printed text labels designed to indicate function, and related shapes to help the voter determine its use</li> <li>- Port for a sip-and-puff device, foot pedal, or other two-way switch</li> <li>- Audio voting session via text-to-speech or .wav files. Voters can privately listen to instructions and selections at a volume, tone, and speed that will meet their unique needs.</li> <li>- High-visibility on-screen ballots with options for zoom and contrast</li> <li>- Option to select a black privacy screen during an audio presentation</li> </ul>			
C104	Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.	x	
(Comment): Voters cast their votes unassisted, thereby maintaining their privacy and anonymity. All ballot information and input controls are visible only to the voter during the voting session. Voters using the audio presentation rather than the touch screen also have the option to turn the touch screen off during their sessions. The optional privacy screen in our proposed solution shields the ExpressVote display during voting and ensures voter privacy while marking a display ballot by preventing onlookers from viewing the ballot display. After the vote summary card is printed, the voter can use a privacy sleeve to transport the card to the DS200 for tabulation.			
C105	Enable the voter to choose accessibility feature(s) without poll worker assistance. Please describe.	x	
(Comment): The ExpressVote can be used by all voters (with or without disabilities) without intervention from poll workers and without creating a segregated ballot for voters with disabilities. This ensures the independent and private casting, inspection, verification, and correction of secret ballots by all voters, with or without disabilities.			
C106	Automatically provide both audio and visual ballot information at the same time. Please describe how this is accomplished.	x	
(Comment): All visual information presented on the intuitive touch-screen color display is also presented in an audio format that is heard through headphones. All accessible features are always available to voters and can be used simultaneously, if desired, at any time throughout the voting process. Poll workers are not needed to select or enable any of the accessible features.			

C107	Enable a voter who is blind or has low vision to easily navigate the system. Please describe and provide images of controls like keypad, wheels, knobs, buttons, etc. in your response.	X	
<p>(Comment): The ExpressVote provides voters an audio ballot option. Blind, low-vision, and limited-dexterity voters can privately listen to instructions and selections at a volume, tone, and speed that will meet their unique needs. Voters listening to the audio can make selections via a Braille-embossed audio-tactile keypad, two-way switch (sip-and-puff, foot pedal, etc.) or the touch screen, which has voter-selected font size and contrast settings.</p> <p>Functionality includes:</p> <ul style="list-style-type: none"> <li>- Multiple user interfaces including touch screen, Braille-embossed keypad, sip-and-puff tube, and foot pedal or other two-way switch</li> <li>- Audio voting session via text-to-speech or .wav files with volume control and the same multi-language options available to sighted voters</li> <li>- Voter-selected speed, tone, and volume</li> <li>- High-visibility on-screen ballots</li> <li>- Voter-selected font size and contrast settings</li> </ul>			
<div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  <p>Braille-embossed Keypad</p> </div> <div style="text-align: center;">  <p>Sip-and-puff Tube</p> </div> <div style="text-align: center;">  <p>Two-way Paddle</p> </div> </div>			
C108	Enable a voter with limited mobility to navigate the system. Please describe how this is accomplished.	X	
<p>(Comment): The ExpressVote includes a port for a two-way switch device, such as a sip-and-puff device or a foot pedal, that voters with limited mobility can use to independently vote.</p>			
C109	Have been reviewed by disability advocacy groups for the quality of ADA performance. Please provide representative feedback.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
<p>(Comment): Please see Attachment C for accolades from disability advocacy groups and citizens with disabilities who have used the ExpressVote.</p>			
C110	Enable the voter to control volume and tempo via the keypad without poll worker intervention. Please describe.	X	
<p>(Comment): The audio on the ExpressVote device is both clear and concise. The audio-tactile keypad provides raised buttons that enable the voter to adjust speed, volume, and tempo as needed, and the voter can move backward or forward within the ballot as their needs demand without poll worker intervention. These same features are available to the voter using a two-way switch device.</p>			
C111	Include the ability for the voter to increase audio ballot volume so that it can be heard through headphones in a noisy poll environment.	X	
<p>(Comment): The included headphones meet VVSG audio presentation requirements. The ExpressVote sets the initial volume for each voter between 60 and 70 dB SPL. The ExpressVote provides a volume control with an adjustable volume from a minimum of 20 dB SPL to a maximum of 100 dB SPL, in increments no greater than 10 dB. The audio system reproduces frequencies over the audible speech range of 315 Hz to 10 KHz. The headphones have low sound leakage to preserve privacy.</p>			
C112	Include a touch screen of at least 15 inches to make voting selections.	X	
<p>(Comment): The ExpressVote features a large 15-inch touch screen.</p>			

C113	Make clear to the voter when a voting action is complete. Please describe how this is accomplished.	x	
(Comment): The ExpressVote works in conjunction with the DS200 tabulator. The ExpressVote offers a verification screen that summarizes the voter's selections in each contest or question. When the voter is confident of their choices, the voter prints them on a vote summary card. The voter then inserts the card into the DS200 for tabulation. A confirmation screen provides clear feedback to the voter that their ballot has been successfully tabulated.			
C114	Allow the voter to review a summary of their selections audibly or on-screen before the voting selections are printed. Please describe.	x	
(Comment): The ExpressVote presents voters with a summary of all contests and candidate selections to review their selections and make changes to the ballot selections. Selections can be reviewed both audibly and on-screen before the voting selections are printed. A voter's selection changes will not spoil the voting session. Voters have the choice to modify/change selections, such as making additional selections to any undervoted contests, before printing the vote summary card.			
C115	Once selections are printed, allow the voter to re-insert the summary card for an audio and/or visual verification. The audio verification should read the selections in the language of the voter's choice.	x	
(Comment): The ES&S ExpressVote has an optional post-print verification that allows the voter to re-insert their marked card with printed vote selections back into the input slot and verify the choices recorded on the vote summary card. This allows voters to have the selections displayed or read back using the full assistive capabilities and in the language of the voter's choice. If the voter wants to make changes at this point, they will need to contact an election official to spoil or void the card and begin the voting process over.			
C116	Enable the voter to adjust screen font sizes.	x	
(Comment): The ExpressVote accommodates voters with visual impairments by providing the ability to display all information in font sizes 3.0-4.0 and up to 6.3mm-9.0mm by touching a Zoom icon.			
C117	Enable the voter to adjust screen contrast.	x	
(Comment): The contrast can be changed by touching a Contrast icon. The device is designed, at a minimum, to meet all VVSG accessibility requirements.			
C118	Be capable of being programmed to alert the voter to under-votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.	x	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): The ExpressVote offers a summary page verification screen that summarizes the voter's selections in each contest or question. For each occurrence where the voter did not make the maximum number of choices in an individual contest (i.e., undervoted the contest) the summary will display two warning messages - "Contest Not Fully Voted" and for each undervote "No Selection Made." Undervoted contests are also accompanied by an orange exclamation point, whereas fully voted contests display a green checkmark. Finally, the phrases "Contest Not Fully Voted" and "No Selection Made" can be customized by the user when creating the election in Electionware. The voter may revisit contests to cast their maximum number of votes or choose to print their votes as is.			
C119	Prevent the voter from over-voting a contest.	x	
(Comment): The ExpressVote marking device does not allow a contest to be overvoted. An attempt to overvote a multiple vote-for contest will prevent the selection and prompt the voter to remove a selection before selecting another. In a vote-for-one contest, a new selection will automatically remove the previous selection.			

C120	Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.	X	
<p><b>(Comment):</b> The ExpressVote screen responses are intuitive for both the poll worker and the voter. The unit guides the user through each screen with easy-to-read instructions and prompts and/or clear audio instructions. The images below show examples of instructions for the poll worker and for the voter.</p>			
<div>    </div>			
	Poll Worker Opening Screen	Voter Welcome Screen	Voter Selection Screen
C121	Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.	X	
<p><b>(Comment):</b> The ExpressVote displays status and error messages on the unit's color touch screen. Messages are displayed in full text or numeric format. All ExpressVote error messages requiring intervention by an operator or election staff at the voting location are displayed unambiguously in easily understood language text on the display. Situations that require poll worker interaction are displayed clearly in plain text and are supplemented with an audible alert.</p>			
C122	Be compact, portable, and capable of easy transport. What are the dimensions and weight of the unit? What is the unit's total "footprint" when set up at the poll site?	X	
<p><b>(Comment):</b> The ExpressVote was designed for easy transport to/from storage and vote centers. It weighs approximately 20 pounds and is easily transported in its soft-sided bag. The proposed solution is designed to allow maximum flexibility regarding placement of equipment. The small footprint of space required allows Dallas County to set up equipment in a manner that most effectively promotes the orderly flow of voters through the polling place without impeding the performance of duties by election workers. During operation, the ExpressVote is 20" in width, 13" in depth, and 16" in height. These are the dimensions of the ExpressVote unit only, as booths and tables vary in size. Approximately 36" should be allowed to each side of the ExpressVote for wheelchair accessibility.</p>			
C123	Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage. Please provide the EAC certification for the equipment.	X	
<p><b>(Comment):</b> The ExpressVote can withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. The ExpressVote comes with a soft-sided carrying case and may be stacked eight (8) units high during storage and transit to the polling location. Certification testing for EVS 5.2.4.0 requires that the ExpressVote be tested for and pass 2005 Voluntary Voting Systems Guidelines (VVSG) 1.0 Vol 1. The lightweight device was designed for easy transportation to/from storage and vote centers. The soft-sided carrying case protects the ExpressVote's internal circuitry. Please see ES&amp;S' EAC Certification in Attachment A.</p>			

C124	Provide poll workers with a method to immediately detect if a voting unit is not operating properly. Please describe.	X	
(Comment): Upon startup, the ExpressVote automatically goes through self-diagnostic checks. At that time, and at any time during the voting process, the ExpressVote provides poll workers with clear messages describing the issue and how to resolve it. A universal warning symbol is displayed with messages intended for the poll worker if a system general error is generated.			
C125	Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.	X	
(Comment): The ExpressVote can be unpacked and prepared for voting in minutes. Election workers simply remove the system from its storage/transport case, place the unit on one of the County's standard tables, plug the unit into a standard three-prong AC outlet, and turn the unit on. All tasks can be accomplished without technical assistance. The steps to take down the ExpressVote are similarly simple and fast.			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
C126	Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe. Please describe.	X	
(Comment): Each ExpressVote comes with a reusable, removable, and interchangeable 4 GB USB Delkin memory device. It can be inserted into another prepared ExpressVote unit so that voting can seamlessly continue on the second unit.			
C127	Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.	X	
(Comment): All ES&S components are designed to use their respective backup power features to automatically respond to power issues without impacting the operation of the unit. This includes the seamless switchover to battery power when AC power is lost, as well as a controlled shutdown of the unit when battery power is exhausted. ES&S has spent years performing negative testing of such failures.			
C128	Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.	X	
(Comment): If external power is lost, the ExpressVote seamlessly reverts to a backup battery that provides sufficient capacity to allow normal operation for approximately four (4) hours. The internal battery backup has been thoroughly tested to meet and exceed the VVSG requirement of a minimum of two hours of battery operation in case of power loss.			
C129	Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.	X	
(Comment): The ExpressVote internal battery automatically begins recharging when power is connected to the system, regardless of whether the unit is powered on or off. This requires no action by the poll worker and allows for the system to better handle multiple power outages. The batteries are integrated into the unit with no external batteries or charging stations to manage.			
C130	Be fully lockable and have no exposed communication ports.	X	
(Comment): All ExpressVote ports, doors, openings and data access points are protected by lockable, sealable plastic doors to protect access and allow election officials to easily detect unauthorized access.			
C131	Allow programmable memory device(s) to be sealed in unit with a means of tamper detection. Please describe.	X	
(Comment): The ES&S ExpressVote election definition media device is secured behind a locking panel on the left side of the device. The ExpressVote locking door protects access to USB ports used for media insertion, as well as switches for powering the unit off and on and switching between voter and administrative functions.			

C132	Include a thermal internal, toner-less, inkless easy load printer utilizing a minimum 3" width tape, and that otherwise requires no consumables.		X
(Comment): The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace costly consumables like ink, toner, or drums that would otherwise need to be replaced. The ExpressVote ballot marking device does not use a tape or any kind of loaded paper. Rather, the voting session is activated when the voter inserts their activation card. Their selections are later printed on that same card with the thermal printer.			
C133	Accept ballots/cards of at least 17-inch and 19-inch lengths.	X	
(Comment): The ExpressVote accepts 11", 14", 17", and 19" length ballots/cards.			
C134	Print voter selections on pre-cut sheets of paper in order to provide the needed accountability of sheets delivered to the polling place versus number of sheets cast, spoiled, and unused.	X	
(Comment): Yes, the ExpressVote prints voter selections on pre-cut ballots.			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
C135	Be able to internally maintain and externally print on demand a log of all activities that includes timestamps.	X	
(Comment): The ExpressVote maintains an audit log or operations log that records all significant operational events, including election-related events, errors and operator interactions with the device, that have occurred on the unit. The operations log provides critical and non-critical status messages. The system log includes all entries reported in the operations log plus low-level system events. These incidents are tagged with the time and date the incident occurred based on the ExpressVote's real-time clock time-and-date stamp settings. Logs are constantly updated in the system background and saved to the inserted USB memory device in a circular buffer. Stored audit records are not affected by system power interruptions. Poll workers can view operations logs and system logs on the unit's touch screen or printed sheet. Machine level audit reports may be generated at any time from each of the system's main administrative menus. This information provides for immediate identification and resolution of error conditions. The logs may also be retrieved from the USB memory device and imported into simple third-party tools to allow review or analysis.			
C136	Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.	X	
(Comment): The ExpressVote has been designed to minimize jamming of the thermal cardstock/ballots. Front and side access doors allow the poll worker to quickly and simply clear jams of damaged thermal cardstock/ballots.			
C137	Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.	X	
(Comment): The ExpressVote enables easy access (less than one minute) to the image sensors for cleaning and diagnostics.			
C138	Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.	X	
(Comment): All ExpressVote units are stand-alone units. If one ExpressVote fails, voting can continue on another unit.			
C139	Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?	X	
(Comment): If external power is lost, the ExpressVote seamlessly reverts to its internal backup battery that provides sufficient capacity to allow normal operation for approximately four (4) hours so there is no interruption of voting during this time. Additionally, the battery recharges anytime the unit is plugged in, whether the unit is powered up or not. When the battery power is very low, the system will only initiate a graceful shutdown when no voting session is active. Because the ExpressVote is a ballot marking device only, no votes are ever recorded or cast on the machine.			

C140	Facilitate recounts through use of a human-readable paper record.	X	
(Comment): The ExpressVote produces a permanent human-readable paper vote summary card/ballot. This permanent paper record is available as an official record that can be used for any recount.			
C141	Require minimal maintenance during storage. What are the storage requirements for this unit? What maintenance is required during storage?	X	
<p>(Comment): Minimal maintenance is required on the ExpressVote during storage. The ExpressVote does not need to be plugged in for long-term storage. If the storage period exceeds eight months, ES&amp;S does recommend ExpressVote units be plugged into power for 24 hours to recharge the battery. ES&amp;S will provide documentation on proper battery maintenance. ExpressVote is designed for storage and operation in any enclosed facility ordinarily used as a warehouse or polling place.</p> <p>- Storage: Temperatures from 0 to +120 degrees F; Humidity from 10 percent to 85 percent relative humidity.  - Operation: Temperatures from +60 to +100 degrees F; Humidity from 10 percent to 50 percent relative humidity.  - Transport: Temperature from 0 to +120 degrees F; Humidity 10 percent to 85 percent relative humidity.</p>			
C142	Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as paper and toner.	X	
<p>(Comment): The ExpressVote requires minimal consumables. The device uses an internal thermal printer to print vote selections, eliminating the need to replace ink, toner, or drums. The following should be replaced as needed:</p> <ul style="list-style-type: none"> <li>- Thermal activation cards: One use per voter</li> <li>- Headphones: Replace if damaged or broken</li> <li>- Headphones sanitary ear cover: One use per voter</li> <li>- 4 GB Thumb Drive (SLC): Up to 10,000 writes/erases</li> <li>- ADA Stylus-Ball Gripper w/ Tip (Optional)</li> <li>- Coin Cell Motherboard Battery: Replace every 4 to 5 years</li> <li>- Internal Rechargeable Lithium-Ion Backup Battery: Replace every 5 years</li> <li>- UVC: Replace if damaged or broken</li> <li>- Touch screen cleaning kit</li> </ul>			
C143	Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.	X	
<p>(Comment): ES&amp;S designs and manufactures its voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a minimum lifecycle of 10-15 years. ES&amp;S fully supports the tabulators and other voting system hardware we build through tried and tested sustainability processes. To ensure the sustainability of our products throughout its lifecycle and beyond, ES&amp;S engineers its voting system products with an eye on durability, ease of maintenance, and availability of parts and supplies. The ES&amp;S supply chain is the most extensive in the election industry. Product sustainability and lead-time compression are the driving forces to having a strong supply chain. We focus on choosing long-life, industrial grade components and hardware to ensure we meet and exceed parts availability. We continually monitor our component inventory supply, customer demand, and supplier availability. ES&amp;S involvement includes inventory management, hardware engineering, manufacturing, purchasing, and field services. Our outside contacts include contract manufacturing partners, manufacturer representatives, manufacturers, and component suppliers. Constant monitoring and effective communication between all manufacturing partners is the main reason why we continue to enjoy success and why our customers can use their voting equipment far beyond the expected lifecycle.</p>			
<b>SECTION D. VOTING SYSTEM CERTIFICATIONS</b>			
D101	Federal Certification – U.S. Election Assistance Commission ( <a href="http://www.EAC.gov">www.EAC.gov</a> )	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): The proposed voting system, EVS 5.2.4.0, was certified by the EAC on June 5, 2018. Please see ES&S' EAC Certification in Attachment A.			
D102	Texas Certification – Texas Secretary Of State ( <a href="http://www.sos.state.tx.us">www.sos.state.tx.us</a> )	X	
(Comment): Please see ES&S' Texas Certification for the proposed system in Attachment D.			
<b>SECTION E. Technical Specifications</b>			
E101	Flexibility of ballot design and layout for the precinct and central tabulators:	X	
<p>(Comment): Electionware's Paper Ballot is very flexible and provides extensive ballot design capabilities. The flexible ballot offers many different columns and column widths. The solution supports both single- and double-sided ballots as well as multi-page ballots. Ballots can be formatted in either portrait or landscape orientation. Customization options for ballot layouts are extensive, and through the use of style sheets, can be applied to all ballot styles or to a subset of ballot styles. Once the ideal layout is achieved, templates can be saved for future use.</p>			

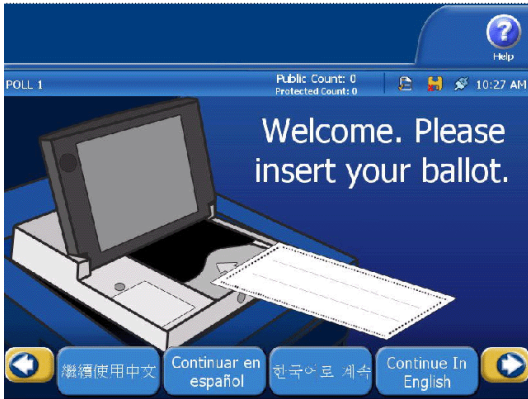
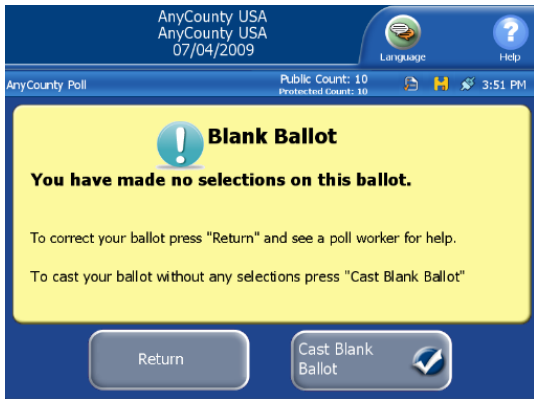
E102	Camera ready ballot artwork - or new ballot artwork sent directly to printer	x	
<p>(Comment): Electionware software can generate ballot proofs in PDF format that are exact replicas of the actual ballot to be voted upon. The County's administrative staff will be able to review all ballot styles as the ballots are to be printed before sending the ballot artwork files to the printer.</p> <p>Electionware generates reports for proofing ballot layouts, tabulator media created, and tabulator media received. These reports are exportable in many formats including .pdf, .rtf, .xls, .html, and .csv. Table views in Electionware, (which can be exported to .xls files) contain all election data attributes and relationships at all levels.</p> <p>The Paper Ballot module can utilize ballot templates to shorten the timeline in generating ballots. Dallas County can create their own ballot templates and customize them from election to election as needed. Depending on the complexity of changes to the ballot template, the average time it takes to design and create ballots can range from seconds to a day or two. Once the ballot is proofed, the ballot can be printed as a PDF with options for front side only, back side only, both sides, as well as options to select one, all or selected ballot styles at a time.</p>			
E103	Ballot layout application must create pdf files that can be utilized with either digital or offset ballot printing	x	
(Comment): The ballot layout component of Electionware enables the creation of PDF files that can be printed with either digital or offset ballot printing methods.			
E104	Multi language support for ballot layout	x	
(Comment): Electionware supports several languages, including English, Spanish, Chinese, Korean, Japanese, and Bengali.			
E105	UNICODE support for non-Latin double byte characters (Chinese, Japanese, etc.)	x	
(Comment): With Electionware, both ASCII and Unicode formats can be imported, which provide support for multi-byte character languages such as Chinese and Vietnamese.			
E106	System must have the capability to generate a ballot on demand for absentee, early voting and test deck generation	x	
<p>(Comment): The proposed system allows for Dallas County to generate ballots on demand for absentee, early voting and test deck generation. The ES&amp;S Balotar ballot on-demand system is an integrated, highly secure printing system specifically designed to automatically generate ballots for elections on request, eliminating the waste typical of absentee and early voting. The Balotar is designed to be flexible and configurable to meet the full spectrum of our customers' uses. This includes batch production of absentee, duplicate, provisional, and Election Day ballots, as well as printing of individual ballots in an early-voting, in-office, or precinct-based implementation.</p> <p>Dallas County can create ballot-on-demand (BOD) ballots in the Print module of Electionware. The County can also generate an automated test deck with Electionware's Automated Test Deck Creation utility. This tool allows officials to easily and automatically generate PDFs of pre-marked ballots, plus a spreadsheet detailing expected results for every precinct and ballot style. This automation eliminates the need to physically mark test ballots and ensures the number of potential human errors is significantly reduced.</p>			
E107	Ability to apply layout and formatting changes to across ballot styles with a single change instead of doing the change for each ballot style.	x	
(Comment): Electionware can create standard ballot templates (layouts) containing text, races, and graphics for all ballot faces utilized for Dallas County elections. The resulting templates decrease the time required by the user to lay out a ballot for a given election. Text and graphics must only be entered into the system one time no matter how many ballot styles they appear on.			
E108	Election Management software must be integrated with a Military Overseas ballot distribution solution so the elections office will have a single coding and programming event for all ballot needs: absentee, military/oversea, early voting and election day	x	
(Comment): Electionware has the ability to create PDF files that can then be emailed to Military Overseas voters.			

E109	Ballot flexibility—a 19" ballot could contains up to 2,184 potential target locations providing significant ballot layout and design flexibility. 91 rows X 24 columns (OPTIONAL - specifically for hand-marked ballots)	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): Electionware's Paper Ballot design tool can place upward of 2,185 voter targets per side.			
E110	Ability to adjust all row and column widths (for hand-marked ballots).	X	
(Comment): Electionware's Paper Ballot module enables the user to make as many adjustments as needed to row heights and column widths.			
E111	Supports at least a 17" ballot, and 19" ballot pages capability is preferred.	X	
(Comment): The ES&S system is certified to support 11", 14", 17", and 19" length ballots.			
E112	Complete typographic control (font, size, justification, kerning etc.) over all ballot components (offices, candidates, etc.)	X	
(Comment): Electionware provides complete typographic control over every piece of text that appears on the paper ballot. Typographic elements under your control include font face, font style, font size, line size, strikeout, underling, text color, margins, ruling lines, alignment, text rotation, font kerning, relative and absolute placement, background color, and more.			
E113	Ability to add graphics and line art anywhere on the ballot	X	
(Comment): With Electionware Paper Ballot, graphics can be placed anywhere on the paper ballot and be resized as needed.			
E114	Landscape and portrait ballot orientations	X	
(Comment): Ballots can be formatted in either portrait or landscape orientation.			
E115	Target symbols on right or left of candidate name	X	
(Comment): Electionware's Paper Ballot allows the ballot to be configured with oval marks to the left or right of the candidate names.			
E116	The proposal should include an option of remote transmission of election results data both from the polling place and the regional receiving sub-stations (regional sites) to the Central Count Station.	X	
<p>(Comment):</p> <p><b>From the polling place:</b> Transmitting results directly from the polling place is not currently certified in the State of Texas. However, if Texas law changes to allow the use of modem transmission from the polling place, the DS200 digital scanner/tabulator could be configured to securely transmit results via a cellular network or landline modem. Once a certified modem is installed, the DS200 would be capable of sending unofficial results to a SFTP communications server at Election Central after poll closing. Using secure methods, election results are then read into the EMS server for results reporting.</p> <p><b>From the regional site:</b> Our proposed solution, the use of regional receiving sub-stations, is included in the architecture and pricing of this RFP. The solution consists of two EMS networks working in tandem and election night network and a certified network. The election night network utilizes the ES&amp;S Regional Results software to transmit result data from regional sites to the election night network's EMS server for unofficial, election night results reporting. This transmission is accomplished through the use of secure FTP (SFTP) which utilizes authentication and encryption. The certified network is used to read in the results media for the certified and official results. Workers at the central location load collected results into Election Reporting Manager to format, print and display final and official election reports.</p>			
E117	The successful vendor will provide a solution that allows the election management system to sync, communicate and otherwise be compatible with the Elections Department's Voter Registration data system.	X	
(Comment): The proposed ES&S system features robust import and export capabilities that would facilitate the exchange of data between most voter registration systems and our election management system, Electionware. We have worked with multiple customers to integrate with various systems and have considerable experience in this area. Ultimately these efforts have resulted in increased efficiency, elimination of redundant data entry, and significantly increased the speed of results reporting statewide.			

E118	The system shall allow for compatibility and ability to interoperate between polling place voting equipment and the Electronic Poll books of The County's choice.	x	
<p>(Comment): ES&amp;S' system components are compatible and interoperable with one another. Electionware also has data export features to enable non-ES&amp;S poll book solutions to interface with the ES&amp;S tabulation equipment via ExpressLink software and the ExpressVote Activation Card Printer. Namely, a ballot style ID report can be generated from Electionware to tie the poll book solution's VR precincts to the correct EMS ballot style. This allows the poll book to interface with the ES&amp;S barcode printer to generate barcodes for the ballot activation cards that are used by the ES&amp;S ExpressVote.</p> <p>To do this, the voter is first authenticated at the check-in station on the electronic poll book. The electronic poll book communicates the voter's appropriate ballot style to the ES&amp;S ExpressVote Activation Card Printer, queueing it up to generate a barcode. The poll worker then inserts a blank activation card into the printer, and it is printed with the voter's ballot style barcode. The voter can then approach the ExpressVote and insert their card, causing the correct ballot style (and party for a closed primary) to be displayed without the poll worker having to approach the machine or make any other selections.</p>			
<b>SECTION F. PRECINCT TABULATOR HARDWARE</b>			
F101	Tabulator unit must allow for easy access (less than one minute) to the imaging sensors for cleaning, maintenance and diagnostics.	x	
<p>(Comment): The DS200 enables easy access (less than one minute) to the image sensors for cleaning and diagnostics. The rear access door can be unlocked, and latches on the sides of the ballot transport can be opened. The top cover of the ballot transport can then be opened to reveal the contact image sensor glass.</p>			
F102	Tabulator unit has have a built-in lithium-ion battery back-up that lasts for a minimum of 2 hours	x	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
<p>(Comment): The DS200 tabulator contains an internal backup battery that maintains the system in the case of a power failure during the election process. The battery is a 21-volt, 10 cell lithium-ion battery that needs no special maintenance. The battery provides a minimum of two (2) consecutive hours of heavy operation in the event of a power failure and can last significantly longer during light scanning.</p>			
F103	Include a thermal internal, toner-less, inkless easy load printer utilizing a minimum 3" width tape, and that otherwise requires no consumables.	x	
<p>(Comment): The DS200 contains an internal thermal printer that requires no toner or ink. The DS200 thermal paper roll is a continuous feed paper roll that is 3.15 inches wide by 80 feet long. It is a drop-in paper roll that allows the poll worker to change the paper in a matter of seconds.</p>			
F104	Tabulator unit has the capability for either landline or wireless modeming	x	
<p>(Comment): Current Texas laws do not allow modem transmissions from the polling place. However, if Texas laws change, a certified modem could be installed into the DS200 to allow the capability of sending unofficial results by modem (landline or cellular).</p>			
F106	Tabulator must accept ballots in all four orientations	x	
<p>(Comment): The DS200 accepts ballots in any orientation (face up, face down, top first, bottom first).</p>			
F107	Tabulator must tabulate ballots in a landscape and portrait ballot format	x	
<p>(Comment): The DS200 tabulates ballots in both landscape and portrait ballot format.</p>			
F108	Tabulator must scan and store full, complete ballot images at a minimum of 200 dots per inch (dpi)	x	
<p>(Comment): The DS200 uses an image resolution of 200 x 200 DPI (dots per inch).</p>			

F109	Tabulation unit should have a display capable of feedback to the voter, polling place official, and warehouse personnel. This display must be at least 10" diagonal to present the information clearly to the users.	X	
(Comment): The DS200 features an interactive 12-inch LCD color touch screen that provides clear messages and prompts to assist workers and voters. During voting, situations that require voter or election worker interaction are displayed clearly in plain text on the DS200 digital scanner's touch screen. All messages are displayed in easily understood text.			
F110	Tabulator must be able to tabulate digitally printed and offset printed ballots	X	
(Comment): The DS200 can tabulate both digitally printed and offset printed ballots.			
F111	Tabulator unit must have a touch screen for voter, county staff and poll worker input and feedback.	X	
(Comment): The DS200 scanner and tabulator features an interactive 12-inch LCD color touch screen which displays messages and prompts to assist voters, County staff, and poll workers. During voting, situations that require voter or election-worker interaction are displayed clearly in plain text on the DS200 tabulator's touch screen.			
F112	Central Tabulator unit has the capability for expansion through USB hub or ports.	X	
(Comment): All ES&S tabulators have USB ports behind sealable, lockable access doors or panels. There are unused ports that can be used for future expansion.			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
F113	Tabulator unit has have a redundant, removable storage.	X	
(Comment): The DS200 has redundant, removable storage. All vote data and logs generated during the course of scanning ballots are stored on a USB flash drive that is safely installed under a security cover. The DS200 features an optional backup USB memory device in the rear access panel to provide a redundant memory location. This backup media is created upon poll close and protects against damaged or lost memory devices. Furthermore, the vote data is captured on the actual ballot itself, which is securely stored in the protective ballot box.			
F114	Provide functionality to charge the unit without the need to power the unit on	X	
(Comment): The DS200 automatically charges when it is plugged in to a power outlet. The unit does not need to be powered on in order to charge.			
F115	The vendor must provide specifications of the ballot paper required, preferably by including a copy of the VVSG TDP pages that specify the ballot paper. If a vendor can use more than one type of paper then specifications for all of them must be included.	X	
(Comment): ES&S tabulators require the following ballot specifications to ensure proper tabulation of voter marks: - Grain direction on finished ballot: Long - Basis weight: 80 lb. text weight - Thickness: 0.0061 in. - Smoothness: 130 Sheffields - Moisture: 5.5 percent - Opacity: 97.0 - Brightness: 92 to 94 - PPI: 338  The corresponding VVSG TDP pages can be found in Attachment E.			
F116	Tabulator unit will provide for battery charge level conditions.	X	
(Comment): A battery charge indicator icon in the upper right corner of the DS200 color touch screen provides a visual notification of how much battery life remains in the unit. The battery icon is displayed as empty if the battery is dead or very low. If the battery is disconnected, the battery icon will blink. In addition, the power indicator light in the rear of the DS200 indicates the charging level for the battery.			

## SECTION G. TABULATOR FUNCTIONALITY

G101	Clearly displayed public count during voting sessions	X	
<b>(Comment):</b> The DS200 has a public counter conveniently located on its large touch screen. After the DS200 scans and securely stores a marked paper ballot, the system displays a confirmation message for the voter and then increments the public counter to confirm that the ballot has been counted.			
G102	Simple poll opening procedure (lift lid, press Open Polls button on touch screen)	X	
<b>(Comment):</b> The DS200 poll opening procedure is simple and quick to perform. Most jurisdictions deliver the DS200 to the voting location with the DS200 already installed onto the ballot box and the USB flash drive with the election definition ready. Then, to open the polls, the election official simply unlocks and raises the top lid of the DS200 ballot box, raises the DS200 touch screen (which can be set to automatically power up the unit), presses "Open Poll" and then presses "Go to Voting Mode." The Configuration Report and Zero Report print automatically. Please see Attachment B for a simple, one-page description of the poll opening procedure.			
G103	Clear messages to tell voters what to do when exception ballots (over voted, blank, etc...) are encountered	X	
<b>(Comment):</b> The DS200 can be programmed to alert a voter to errors (overvotes, undervotes, blank ballot, etc.) and provide the voter an opportunity to correct the ballot. When the unit detects such an error, its touch screen can clearly list the contest(s) affected. The DS200 can then provide the voter step-by-step instructions for correcting the ballot.			
G104	Icon indicator that tells the poll worker when the AC connection (external power) is not available	X	
<b>(Comment):</b> If AC power is interrupted to the DS200, the AC power icon in the right corner of the display will show the two blue plugs disconnected, a series of four audible beeps will be heard, and a system message, "Switched to Battery Power" will be shown on the LCD display.			
G105	Audio signal when unit is not operating under AC power	X	
<b>(Comment):</b> If the system is disconnected from AC power, a series of four audible beeps will be heard. This same four-beep audio signal is repeated every minute until AC power is restored.			
G106	Voter Feedback presented in a clear concise manner utilizing graphical and color attributes	X	
<b>(Comment):</b> The DS200 provides clear and concise feedback to the voter through its interactive 12-inch LCD color touch screen. Messages and prompts on the touch screen assist both workers and voters. During voting, situations that require voter or election-worker interaction are displayed clearly in plain text. The screens illustrated below, from right to left, are the DS200 Welcome Screen and the Blank Ballot Notification Screen.			
<div style="display: flex; justify-content: space-around; align-items: center;">   </div>			
G107	Tabulator has internally imbedded help function that is viewable on screen.	X	
<b>(Comment):</b> Both the DS200 precinct-based tabulator and the DS850 central tabulator have a Help icon available on the touch screen. This Help icon grants users access to help messages specific to the current screen.			

SECTION H. HIGH-SPEED CENTRAL ABSENTEE SYSTEM			
I. Preferred Features & Function		YES	NO
H101	Company must have a high speed tabulator system capable of scanning both sides of an 11", 14", 17" and 19" ballot paper and creating a cast vote record (CVR) data file at an actual rate of, at least, 275 ballot papers per minute and state your rated ballot per minute scanning speed.		X
(Comment): The DS850 tabulates at an average speed of 300 ballot papers per minute. The unit can scan single- and double-sided ballots and create Cast Vote Record (CVR) data files. The DS850 supports the processing of 11", 14", 17" and 19" ballots/cards. Average ballot per minute scanning speed for each ballot size is as follows: 11" - 365 bpm 14" - 300 bpm 17" - 250 bpm 19" - 200 bpm			
H102	Central Counting tabulator must not modify the image files created by scanning with CVR or log data. Such data should be kept in separate files to maintain the integrity of the electronic ballot image files.	X	
(Comment): The ES&S system does not allow modification of ballot image files created by scanning, the CVR, or the log data. The CVR and log data are kept in separate files to maintain the integrity of the image files.			
H103	Central count equipment must have at least 3 out stack bins to allow "exception" ballots to be physically out-stacked separately from non-exception ballots. (OPTIONAL-EXPLAIN)	X	
(Comment): The DS850 sorts counted or uncounted ballots into three configurable sorting bins without stopping or slowing throughput. The County can program what ballot criteria sorts to a designated outstack bin and in the case of the middle bin, can choose whether sorted ballots are counted or not counted. Ballots can be sorted for overvotes, undervotes (setup for contests), blanks, write-ins, invalid ballot, unreadable ballot, or wrong precinct. A typical setting might have all unreadable ballots outstacked to the top bin, all write-in ballots to the middle bin, and all other ballots that do not have an issue to the bottom bin.			
H104	Central count scanner must maintain a scanning speed of 275 ballots per minute 17" and 19" ballot papers per minute while out stacking "exception" ballot papers. (OPTIONAL-EXPLAIN)		X
(Comment): The DS850 sorts counted or uncounted ballots into three configurable sorting bins without stopping or slowing throughput. The unit tabulates at an average of 300 ballot papers per minute. Average ballot-per-minute scanning speed for each ballot size is as follows: 11" - 365 bpm 14" - 300 bpm 17" - 250 bpm 19" - 200 bpm			
H105	Central count tabulator may be capable of out stacking the physical ballot when an issue with the ballot or with the tabulator prevents the ballot from being processed and the vote data from being produced. (OPTIONAL-EXPLAIN)	X	
(Comment): The County can program what ballot criteria sorts to a designated outstack bin. Sorting criteria could include unreadable ballots, wrong precinct, etc.			
H106	Central count system should not stop processing ballot papers while out stacking "exception" ballot papers. (OPTIONAL-EXPLAIN)	X	
(Comment): The DS850 sorts ballots into three sorting bins without stopping or slowing throughput.			
H107	Central count solution must be certified by the United States Election Assistance Commission (EAC)	X	
(Comment): The proposed voting system, EVS 5.2.4.0, was certified by the EAC on June 5, 2018. Please see ES&S' EAC Certification in Attachment A.			

H108	Central count solution shall be able to process the same ballot paper format(s) as the precinct based unit.	X	
(Comment): The DS850 can process all the same ballot paper formats as the DS200.			
H109	Central count system must offer an option to print any action taken by the operator to a real-time audit log printer.	X	
(Comment): Dallas County can configure the audit log printer to print any action taken by the operator to a real-time audit log printer. Printing any action taken by the operator is an optional feature that can be configured.			
H110	Central solution shall be able to physically or digitally sort over-votes, blank ballots, write-ins, marginal marks, as programmed by the end user.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): The DS850 can physically sort ballots into three configurable sorting bins without stopping or slowing throughput. Sort criteria include, but are not limited to, overvotes, undervotes, write-ins, unclear marks, and blank ballots.			
H111	Central count system shall provide for reports, including results reports, directly from the tabulation device via a printer.	X	
(Comment): The DS850 uses a laser printer for all results reports and a dot matrix for the audit printer. The Reports menu is used to print and preview the following reports: - Zero Report: Ensures all contests have zero votes before ballots are scanned. - Results Report: Provides detailed election results in customizable multiple report levels. - Batch/Bin Report: Reports ballot totals for the last batch that was saved. Bin options are ballots Not Processed (top bin), Processes with Write-ins (middle bin), and Processed (bottom bin).			
H112	Central count solution shall provide for on board diagnostics to allow a technician to troubleshoot the unit and fine tune the unit easily.	X	
(Comment): The DS850 performs automatic self-tests that verify equipment readiness. Automatic self-tests include checking the scanner software, checking the printer, and other system checks. The DS850 generates and, in some cases, automatically prints various reports including Configuration, Status, and Zero reports, which provide all the information needed to verify equipment readiness. Users may also print such reports on demand. In addition, the device has significant hardware diagnostic capabilities available through the administrative menu, allowing technicians to run and diagnose key hardware components.			
H113	Central count system must be able to tabulate previously folded (unfolded) ballot papers at the same rate of speed as non-folded ballots without effecting the scanners throughput speed	X	
(Comment): The DS850 operates at one speed and pick rate for folded and unfolded ballots. With appropriate ballot preparation, ballot throughput results are the same as those of flat ballots. The DS850 has been uniquely designed to accept ballots that have been folded. It uses a patented technology known as TruGrip™ to provide constant contact with each ballot. By using 22 axled double-rollers, full control of the ballot is ensured from start to finish. The DS850's TruGrip™ transport and motorized input and main output bins provide exceptional high-speed scanning of folded and damaged ballots. The DS850 has successfully scanned in thousands of folded mail-in ballots for customers in numerous elections with excellent handling of the ballots, even when the ballots were damaged.			
H114	Central count solution shall communicate to the operator via some sort of display at least 10" in size	X	
(Comment): The DS850 features a user-friendly software with clear and complete visual messages and graphics on an easy-to-use 15-inch liquid-crystal display (LCD) color touch screen.			


H115	Central count solution should be capable of distinguishing common types of marks including lines, checkmarks, and X's, even if they result in a pixel percentage that falls in the marginal band.	X	
<p>(Comment): The DS850 uses ES&amp;S' patented Intelligent Mark Recognition (IMR™) and Positive Target Recognition and Compensation (PTRAC™) technology to distinguish common types of voter marks. PTRAC's sophisticated image processing algorithms start by using the ballot's timing marks to quickly create an evaluation window where the oval for each contest is expected to be. Because ballots can skew, stretch, crumple, etc., the DS850 positively searches for the ovals containing voter selections, moving the ballot image as necessary. Then PTRAC allows the DS850 to digitally remove the oval perimeter line, leaving just the voter's marks. IMR can recognize the most common non-traditional voter marks (such as X's, checkmarks, diagonal slashes and horizontal slashes). Since it considers not just pixel count, but also the shape of each mark, it can determine a pattern and the mark's intent, not getting fooled by inadvertent marks such as smudges or stains.</p> <p>For more information, see Attachment F – Auto-Adjudication.</p>			
<b>SECTION I. ELECTION MANAGEMENT SYSTEM (EMS) SOFTWARE:</b>			
I101	All confidential data that is saved to removable media (USB stick, flash card or other similar device) must be Encrypted using AES and a bit strength of-128 or higher	X	
<p>(Comment): Election definition files, vote results, and ballot image files on the DS200 USB removable memory device are digitally signed and encrypted using FIPS (Federal Information Processing Standard)-compliant AES-256 encryption. The results remain encrypted until imported into Election Reporting Manager for results accumulation.</p>			
I102	All data that is transmitted by wireless and/or land line modem must be encrypted using AES and a bit strength of 128 or higher	X	
<p>(Comment): Before transmission, data is encrypted with AES 256-bit encryption using NIST-approved FIPS 140-2 cryptographic modules. Then the data is digitally signed and sent through an additionally encrypted SFTP channel.</p>			
I103	A Digital Signature of 192 bits of strength or better must be used to protect ALL data that is saved to removal media like a USB stick, flash card or other similar device	X	
<p>(Comment): All data saved to the removable media (USB stick) is signed using an Elliptic Curve Digital Signature Algorithm (ECDSA) asymmetric key pair using Prime Curve 384 that provides security equivalency of 192 bits.</p>			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
I104	A Digital Signature of 192 bits of strength or better must be used to protect ALL data that is transmitted via wireless and/or land line modem	X	
<p>(Comment): All data transmitted via cellular or landline modem is signed using an Elliptic Curve Digital Signature Algorithm (ECDSA) asymmetric key pair using Prime Curve 384 that provides security equivalency of 192 bits.</p>			
I105	EMS must have built-in templates which allow the user to copy the ballot layout format from one election to the next election	x	
<p>(Comment): Electionware uses automation instead of repetition. The system includes built-in templates that allow the user to copy the ballot layout format from one election to the next, enabling election administrators to create error-free elections in less time.</p>			
I106	EMS must allow custom templates to be saved and copied from one election to another	X	
<p>(Comment): Electionware allows custom templates to be saved and copied from one election to another. The re-use of previous election data and built-in ballot templates with the ability to save election templates enable election administrators to create error-free elections in less time.</p>			

I107	The system must warn the user when changes in the configuration for the election require the ballot styles to be regenerated. The system must be able the recalculate all variations in the ballot designs (ballot types) and create new, edit existing applicable ones and/or delete non-applicable ones.	X	
<p>(Comment): Electionware provides guidance, warnings and visual cues (i.e. changes to icons) throughout the ballot setup and configuration process. Throughout the process, Electionware constantly checks for consistency. Electionware has built-in checks that notify the user of effects their current action will have. It will even prevent multiple users from performing actions that may contradict one another.</p> <p>Electionware contains powerful capabilities that enable election administrators to create error-free elections in less time, whether the election is newly defined or uses previously defined formats. Its ability to easily import election information from a voter registration system, its ability to use the same election data throughout the election creation process, its step-by-step format with multiple user and consistency checks, and its built-in ballot templates ensure a smooth setup for the very first election built with the system.</p>			
I108	EMS must provide the ability to fully define and save each election without any duplicate data entry	X	
<p>(Comment): Our system addresses customer productivity issues with automation instead of repetition, reuse of previous election data instead of duplicative data entry, and built-in templates. For example, Electionware is used to create standard ballot templates (layouts) containing text, races, and graphics for all ballot faces. The resulting templates decrease the time to lay out a ballot for a given election. Users enter text and graphics only once no matter how many ballot styles they appear on. In addition, users can specify that certain text and graphics appear on subsets of ballots.</p>			
I109	EMS must allow for results to be reviewed on a periodic basis throughout the tabulation process, at all levels.	X	
<p>(Comment): The EMS allows for results to be reviewed on a periodic basis throughout the tabulation process, at all levels. ES&amp;S' Election Reporting Manager (ERM) accumulates votes from the precinct scanners. ERM provides a wide variety of results reports including county-wide totals and subtotals for each precinct. Summary Reports are available on an election level and can include group breakdown. Summary Reports allow for the inclusion and exclusion of overvote and undervote reporting, date and time stamp, page number, and one- or two-column format. Precinct Reports are available for one, some or all precincts in the election. The County may include each group and/or a cumulative total for each precinct. Precinct Reports allow for the inclusion and exclusion of overvote and undervote reporting.</p>			
I110	Information from the precinct tabulators may be capable of securely transmitting results from data collection sites to a central location over public telecommunications Networks including dialup and wireless capabilities. Vendor must describe its solution(s) for securely accomplishing this function.	X	
<p>(Comment): Current Texas statute does not allow for modem transmission directly from a precinct tabulator.</p>			
I111	Must support major telecommunication vendors i.e. AT&T, Verizon, and Sprint	X	
<p>(Comment): Major telecommunication vendors, including AT&amp;T, Verizon, and Sprint, are supported.</p>			
I112	Must insure the security of the EMS by installing firewalls, etc.	X	
<p>(Comment): Election Management System (EMS) Standalone and Client/Server environments are certified and installed in a closed network environment with either all network connectivity disabled, such as in a Standalone EMS architecture, or on a closed local network with no access to outside networks. All servers and workstations are hardened and utilize the built-in Microsoft Windows Firewall to protect against network-based threats and are configured to only allow network traffic required for system functionality.</p> <p>A Cisco ASA firewall appliance is utilized in environments where remote transmission is requested and approved by the State of Texas. Key points regarding this setup are as follows:</p> <ul style="list-style-type: none"> <li>The ASA firewall is configured based on the least privilege principle, where only EMS required ports, protocols, and policies are allowed per the firewall configuration.</li> <li>The firewall appliance creates a Demilitarized Zone (DMZ) network that is isolated from all other EMS networks.</li> <li>The DMZ allows for the exposure of telecommunication services to non-trusted networks, such as the Internet, while isolating itself from other EMS networks which provides an additional layer of security.</li> <li>Remote data transmissions to the DMZ use a SFTP (Secure File Transfer Protocol) Server in which only ciphers certified as FIPS 140-2 compliant are utilized. Data is transferred using the SSH (Secure Shell) protocol.</li> <li>When data communications are added to the system, remote tabulators continue to write the election results to USB media which is brought into the central EMS network for processing and acts as the primary dependable backup for remotely transmitted data.</li> </ul> <p>Below are other important configuration items related to the EMS Cisco ASA firewall:</p> <ul style="list-style-type: none"> <li>Only SSH traffic is allowed into the DMZ (SFTP Server) from the Internet (Outside).</li> <li>No communication is allowed from the DMZ to the Internet (Outside).</li> <li>Only SSH is allowed out of the inside network into the DMZ (SFTP Server) to securely acquire data.</li> <li>No other communication is allowed out of the EMS network to the DMZ or Internet.</li> <li>Remote management of the ASA device is disabled. Management of the devices is only allowed via a local console connection.</li> </ul>			

I113	Must insure the security of the Election results that they are being transmitted through secure tunnels i.e. VPN, SSH, etc.	X	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): When requested and approved by the State of Texas, the EMS can be configured for regional sending sites that run in parallel with the certified network. This configuration utilizes a SFTP Server that is configured in FIPS 140-2 mode. By setting this configuration, a secure tunnel is provided between the remote device (DS200) and the SFTP Server. By definition of FIPS 140-2 standards, all data transferred over the secure tunnel is secondarily encrypted during the transfer of data. This provides a second layer of encryption and protection during the remote transmission of results from the polling places to the Central Site.			
I114	Must be meet Federal Information Processing Standard (FIPS) 140-2, Security Requirements for Cryptographic Modules	X	
(Comment): The ES&S voting system uses FIPS 140-2 approved cryptographic algorithms to validate and protect the election data used throughout the system. Encryption is accomplished using the AES algorithm with a 256-bit key.			
I115	Ability to track media created during results collection to ensure all media has been received,	X	
<p>(Comment): Each time voting results are imported into Election Reporting Manager (ERM) from a DS200 or DS850 USB flash drive, ERM captures the machine identification number of each DS200 or DS850 unit. The Precincts Processed Listing is an audit report for the DS200 and DS850 unit ID numbers collected and updated. Jurisdictions can compare this report with a known list of unit IDs deployed to each precinct, thereby determining if results have been imported from all tabulators deployed for the election.</p> <p>In addition, multiple ERM reports include a Precincts Reported line. For example, when results for 42 precincts are tallied in a jurisdiction of 82 precincts, the message "42 of 82 precincts counted" appears on the report. These reports include the Election Summary Report, Numbered Key Canvass Report, Statistics Canvass Report, and more.</p>			
I116	Ability to show media loaded and media not loaded.	X	
<p>(Comment): As discussed above, each time voting results are imported into Election Reporting Manager (ERM) from a DS200 or DS850 USB flash drive, ERM captures the machine identification number of each DS200 or DS850 unit. The Precincts Processed Listing is an audit report for the DS200 and DS850 unit ID numbers collected and updated. Jurisdictions can compare this report with a known list of unit IDs deployed to each precinct, thereby determining if results have been imported from all tabulators deployed for the election.</p> <p>To prevent the uploading of duplicate results, the software recognizes whether a results stick has already been updated. If a USB flash drive is accidentally re-inserted during the collection of results, ERM recognizes that the results are already there and alerts the user.</p>			
I117	EMS must provide for a results output that can be displayed on the Web using graphical and textual presentation of the information.	X	
<p>(Comment): ERM can create a variety of hard copy or electronic reports for Election Night and during canvass operations. The system provides the ability to upload, enter, and post results in multiple formats. ES&amp;S' software has several export capabilities that will allow results to be posted on a website. The simplest method uses the ability to export most reports (election district, summary, or canvass/spreadsheet) in HTML format so that they can be directly posted on the website. Results data can also be exported in XML and ASCII formats.</p> <p>ERM also includes a web menu tab that allows County officials to format their own results displays and use the various menu selections to upload the initial election-specific data (election districts, contest, candidates, etc.) and then populate and update results as they are available.</p>			
I118	The EMS must provide the County's ENR with near real-time, continuously-updated election data and final official results in a means and format that operates rapidly and seamlessly for the public's benefit and use.	X	
<p>(Comment): The proposed system uses Election Reporting Manager (ERM) software to accumulate results and to create standard and custom reports that are available in several report formats. ERM can provide near real-time, continuously updated election data, generated as often as needed in the form of ASCII, CVR or XML output.</p> <p>There are many options for reporting final election results. ERM will generate paper and electronic reports for election officials, candidates, and the media. Report editing features enable the user to read data from a variety of scanners, customize report formats, and generate accurate election results. Election officials use ERM to convert raw data from the ballot scanning equipment into formatted election reports. Additional reports can be printed directly from a DS200 and from Electionware after import into ERM.</p>			

I119	EMS must provide ability to create customized data proofing reports must provide ability to create a customized voted Test Deck with a breakdown of the corresponding results	X	
<p>(Comment): ES&amp;S' Capture Table View reports can be customized for proofing purposes. Electionware's Automated Test Deck Creation utility allows officials to easily and automatically generate PDFs of pre-marked ballots, plus a spreadsheet detailing expected results for every precinct and ballot style. This automation eliminates the need to physically mark test ballots and ensures the number of potential human errors is significantly reduced. This feature was designed to save county officials time and money.</p> <p>The Test Deck module offers various user options for marking the ballots in a test deck. The module provides a breakdown of results reports. We now offer three (3) different kinds of results reports to choose from.</p>			
<b>SECTION J. OTHER ITEMS TO CONSIDER (ALL OPTIONAL)</b>			
J101	24 response columns per ballot side to allow for flexible ballot design (4 column, 5 column, 10 column, etc.) OPTIONAL – PLEASE EXPLAIN	X	
<p>(Comment): Electionware's Paper Ballot is very flexible and provides extensive ballot design capabilities. The software offers many different columns and column widths. The County can create as many columns as needed using the 24 spans available. A landscape ballot can include as many as 24 columns per ballot side.</p>			
J102	Central count solution shall provide for interlocks to prevent a user from injury.	X	
<p>(Comment): The DS850 utilizes Safety Interlocks that disable the transport if either the camera or rear access panel are opened.</p>			
J103	Central count system must have redundant memory ports for future expansion and flexibility	X	
<p>(Comment): All ES&amp;S tabulators have USB ports behind sealable, lockable access doors or panels. There are unused ports that can be used for future expansion and/or flexibility.</p>			
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
J104	Central count tabulator (mobile unit) shall not weigh more than 200 lbs.	X	
<p>(Comment): The DS850 weighs 200 lbs.</p>			
J105	Tabulator unit may utilize secure jump drives for its election definition and ballot image storage.	X	
<p>(Comment): Both the DS200 precinct-based tabulator and the DS850 central count tabulator utilize secure jump drives (or USB flash drives) for election definition and ballot image storage.</p>			
J107	Ability to securely verify product application and firmware	X	
<p>(Comment): Upon startup, ES&amp;S equipment (including the DS200, DS850, and ExpressVote) automatically tests all system functions and components and verifies that firmware is properly installed. Initial reports identify the installed election program and firmware versions.</p>			
J108	Vendor may provide protective storage units for equipment and ePollBook that provide a practical platform for charging, mobility and transportation. Storage units can be offered and priced separately for entities that have their own storage solutions.		X
<p>(Comment): Storage solutions are not included in this proposal.</p>			

K106	Vendor may own the Intellectual Property (IP) of all the voting technology - the precinct based tabulator, high-speed central count tabulator and ballot marking device for voters with disabilities all hardware, software and firmware to access parts for warranty and post-warranty repairs as well as software and firmware maintenance and support. A detailed response as to what hardware, software and firmware, parts and warranties coverage should be provided.	x	
(Comment): ES&S owns the Intellectual Property (IP) of all vote tabulation system hardware, software and firmware included in this proposal, including that of the DS200 precinct-based tabulator, the DS850 high-speed central count tabulator, and the ExpressVote ballot marking device. We are also the manufacture of the proposed equipment, so we have access to parts for warranty and post-warranty repairs as well as software and firmware maintenance and support. Over the course of the warranty, all parts -- except those that are damaged due to misuse and neglect -- and labor to repair the equipment are covered. Consumables are not covered under the warranty (i.e. printer paper, batteries). Please reference the included Sales Order Agreement for further information. The warranty provisions are set forth in the General Terms, Section 7 (page 3 of the agreement). With respect to post-warranty maintenance, those provisions are set forth in Exhibit A, Article II (page 5 of the agreement).			
K107	Vendor must have a formal sustaining engineering program to inventory and maintain a supply warranty, repair and replace parts in order to maintain the voting technology for a minimum of ten (10) years	x	
(Comment): ES&S designs and manufactures its voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a minimum lifecycle of 10-15 years, and we have many examples of equipment that surpassed that time frame. To ensure the sustainability of our products throughout its lifecycle and beyond, ES&S engineers its voting system products with an eye on durability, ease of maintenance, and availability of parts and supplies. The ES&S supply chain is the most extensive in the election industry. We have the largest product offering, so we must have a strong supply chain. Product sustainably and lead-time compression is the driving force to having a strong supply chain. We choose long-life industrial-grade components and hardware to ensure we meet and exceed parts availability. We have complete bill of materials for all our product lines. We continually monitor our component inventory supply, customer demand, and supplier availability. ES&S involvement includes inventory management, hardware engineering, manufacturing, purchasing, and field services. Our outside contacts include contract manufacturing partners, manufacturer representatives, manufacturers, and component suppliers. Constant monitoring and effective communications between all manufacturing partners is the main reason why we continue to enjoy success.			
K108	Vendor must own the Intellectual Property (IP) of the voting system software and firmware in order to make a software and/or firmware upgrades required by law and/or customer request	x	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): ES&S agrees and complies. ES&S owns the Intellectual Property of the voting system software and firmware proposed.			
K109	Vendor must have prior experience managing elections for a jurisdiction comparable with the size of the procuring county based on number of registered voters.	x	
(Comment): ES&S has extensive experience in managing elections for jurisdictions of comparable size to Dallas County. Please see the section entitled Experience and Qualifications of Firm for references.			
K110	Vendor must have direct prior experience managing large, complex countywide implementations with multiple levels of government	x	
(Comment): Yes. Please see the section entitled Experience and Qualifications of Firm for references.			
K111	All tabulation hardware, software and firmware must be certified by the United States Election Assistance Commission (EAC).	x	
(Comment): ES&S agrees and complies. All proposed tabulation hardware, software and firmware is certified by the EAC. Please see ES&S' EAC Certification in Attachment A.			

K112	Vendor must have the internal infrastructure to support and maintain the systems including repair parts for the next 10 years.	X	
<p>(Comment): ES&amp;S has more experience field service technicians located across the country than any other vendor. Their skills, combined with our design and manufacturing process, ensure your system will be in operation the next 10 years and beyond. ES&amp;S designs and manufactures its voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a minimum lifecycle of 10-15 years. This is exemplified by the fact that existing ES&amp;S voting equipment product lines far exceed the normal lifecycle of 10 years.</p> <p>ES&amp;S ensures that certified repair and replacement parts are always readily available. ES&amp;S' strong financial standing, vast supplier relationships, large customer base, and extensive research and development capability provide a foundation for long-term availability of our products and parts for our customers. Because ES&amp;S designs and owns all rights to the design and manufacturing of our voting system units, tight control is possible. ES&amp;S uses long-life, industrial components that allow many years of general availability and much longer with end-of-life buying arrangement.</p>			
K113	Vendor must be willing to provide a physical review and tour of the vendor's Headquarters, customer operations and maintenance offices/facilities.	X	
(Comment): ES&S agrees and will comply.			
K114	Vendors should consider the potential weather conditions in Texas when proposing hardware and consumables.	X	
<p>(Comment): ES&amp;S equipment is built for and has been tested as being capable of withstanding transport conditions that may include exposure to extreme heat and humidity without incurring damage or becoming inoperable. The devices have been designed and independently tested to meet stringent 2005 VVSG minimum performance standards that simulate exposure to physical shock and vibration associated with frequent handling and transportation. All internal components are assembled in rugged, impact resistant housing. Sturdy carriers provide further protection against dust, moisture, and transportation impacts.</p> <p>As a real-world example, in 2012, over 5,700 DS200 units were deployed to temporary facilities throughout the boroughs of New York City during Hurricane Sandy's devastation of the Empire State. The DS200 units used in the New York City election post-Hurricane Sandy were exposed to severe storage and transport conditions, yet they performed flawlessly. Below is an image of a DS200 unit that endured these extreme conditions.</p>			
			
<b>SECTION L. PROJECT MANAGEMENT</b>			
L101	The Vendor shall provide Project Management services for the duration of the contract and subsequent renewals. The cost of such services during the contract period shall be included in the Cost Proposal.	X	
(Comment): ES&S agrees and will comply. Please refer to the Cost Proposal for pricing.			

L102	<p>The Vendor shall prepare a Project Management plan to support deployment of the system. Vendor shall attach to its proposal:</p> <ul style="list-style-type: none"> <li>• An initial project management narrative</li> <li>• Project management timeline, including tasks and milestones, any dependencies, and whether Vendor or the &lt;Jurisdiction&gt; is responsible for each task listed</li> <li>• The Vendor shall name the Project Manager in its Technical Proposal.</li> </ul>		
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
	This individual will be the primary contact for the <Jurisdiction> throughout the term of the contract.	x	
(Comment): ES&S has provided a Project Management narrative along with an implementation timeline for Dallas County. Trent Schlautman is the internal Project Manager. Nicolas Mevellec is the Project/Account Manager for Dallas County. Please see the section entitled Project Approach, Methodology and Implementation Plan for Project Management details.			
<b>SECTION M. INTENDED SCHEDULE</b>			
M101	Activities in support of this contract shall begin no later than 15 days from the time that the contract is awarded.	x	
(Comment): ES&S will adhere to this timeline. Activities to support this contract will begin no later than 15 days from the time the contract is awarded.			
M102	Within 20 days of contract signing, the <Jurisdiction> and Vendor will jointly finalize the project timeline. No deviation from this project timeline shall be allowed without prior written consent of the <Jurisdiction>.	x	
(Comment): ES&S agrees and will comply. ES&S along with Dallas County will jointly finalize a project timeline within 20 days of contract signing.			
<b>SECTION N. DELIVERY, INSTALLATION AND ACCEPTANCE TESTING OF VOTING TABULATION SYSTEM</b>			
N101	All facility preparation will be the responsibility of the County. The County will prepare the facilities in accordance with the Vendor's written site specifications on or before the facility readiness date specified by the Vendor.	x	
(Comment): Dallas County will be responsible for facility preparation. ES&S will provide Dallas County written site specifications prior to the delivery and installation of Dallas County's new voting equipment.			
N102	The Vendor must comply with all delivery and installation dates determined and agreed upon by the County and Vendor once the contract has been awarded.	x	
(Comment): ES&S will work with Dallas County to schedule all delivery and installation dates. ES&S will comply with these dates as agreed upon by both parties.			
N103	All goods purchased through this contract will be F.O.B. or C.I.F. final destination based on negotiation of best transportation rates. In other words, the Vendor shall be responsible for all costs to ship and transfer the hardware, firmware, software, peripherals, manuals, and other items. The Vendor shall deliver all such items to a facility designated by the County located in The County.	x	
(Comment): ES&S agrees and will comply.			
N104	All hardware, firmware, software, peripherals, manuals, and other items shall be properly packaged or otherwise protected during shipment.	x	
(Comment): ES&S will properly package all deliverables to Dallas County.			

N105	The Vendor shall open, set in place, and install at no additional cost to the County all supplied software, firmware and hardware that are Vendor-installable at the County site. The Vendor will be responsible for coordinating delivery and installation with the County.	x	
(Comment): ES&S agrees and will comply.			
N106	All facility preparation will be the responsibility of the County. The County will		
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
	prepare the facilities in accordance with the Vendor's written site specifications on or before the facility readiness date specified by the Vendor.	x	
(Comment): Dallas County will be responsible for facility preparation. ES&S will provide Dallas County written site specifications prior to the delivery and installation of Dallas County's new voting equipment.			
N107	All installation and assistance with acceptance testing services are to be included in the Cost Proposal as part of this bid.	x	
(Comment): ES&S has included all installation and assistance with acceptance testing services in the Cost Proposal.			
N108	The system and all its components, including the software, firmware and hardware, shall operate in substantial conformance with the Vendor's published specifications applicable to such software, firmware, and hardware on the date of this agreement.	x	
(Comment): ES&S agrees and will comply. ES&S will conduct installation testing along with assisting Dallas County in the acceptance testing of all software, firmware, and hardware. If any components do not meet ES&S' standards, these components will be serviced or replaced.			
N109	During the period of delivery, installation, and acceptance testing, the County will require the Vendor to replace any or all components of the voting system which has failed the acceptance testing requirements.	x	
(Comment): ES&S agrees and will comply. ES&S will replace any or all components that fail during acceptance testing.			
N110	All the County acceptance testing will be completed within a thirty (30) day period.	x	
(Comment): ES&S agrees and will comply.			
N111	Immediately upon successful completion of the acceptance testing, the County shall notify the Vendor in writing of the acceptance of the voting system.	x	
(Comment): ES&S agrees and will comply.			
<b>SECTION 0. TRAINING</b>			
O101	The Vendor will be responsible for providing a comprehensive training program and related manuals. Training programs should cover every function from programming of voting devices to troubleshooting techniques to Election Day polling place procedures. Training programs, related materials, and documentation will be provided at all levels of the election process. Such training shall be sufficient to enable The County officials to operate the voting systems without continuous assistance from the Vendor.	x	
(Comment): ES&S agrees and will comply.			
O102	Vendor shall attach a training plan with its Technical Proposal. The training plan should provide a description of each training course offered, the intended audience, any pre-requisites, the length of the course, and maximum number of participants.	x	
(Comment): Please see the training course descriptions in Attachment G - Training Plan.			

O103	The Vendor shall include standard rates for follow-up training in the Optional section of Pricing so that The County may calculate the anticipated cost of these services over the contract period and subsequent renewals.	x	
(Comment): ES&S has included standard rates for follow-up training in the Optional section of the Cost Proposal.			
O104	Proposed training for The County election officials should also be performed at a facility designated by the County located in The County.	x	
<b>I. Preferred Features &amp; Function</b>		<b>YES</b>	<b>NO</b>
(Comment): ES&S agrees and will comply.			
O105	The Vendor shall include in its Cost Proposal all costs related to training.	x	
(Comment): Training costs have been included in the Cost Proposal.			
<b>SECTION P. LOGIC AND ACCURACY TESTING SUPPORT</b>			
P101	The Vendor shall provide logic and accuracy testing support prior to each election. The cost of such support is to be included in the Cost Proposal as part of this bid.	x	
(Comment): ES&S agrees and will comply. Please refer to the Cost Proposal for pricing.			
<b>SECTION Q. ELECTION SUPPORT</b>			
Q101	First Election On-Site Election Support. The Vendor shall provide on-site election support services for the first election. The County will define the specific services needed at that time, such as assistance with pre-election testing, Election Day technical support and roving, results aggregation, reporting, canvassing, and auditing. Election support should include the day before each election, Election Day, and the day after the election. Cost of such services is to be included in the Cost Proposal as part of this bid.	x	
(Comment): ES&S agrees and will comply. Please refer to the Cost Proposal for pricing.			
Q102	Subsequent Elections Optional On-Site Election Support. The Vendor shall provide optional on-site election support services on an as-needed basis for subsequent elections during the contract period and subsequent renewals. The County will contract for such services on a per-election basis.	x	
(Comment): ES&S agrees and will comply.			

SECTION R. HELP DESK SUPPORT		YES	NO
R101	The Vendor shall provide a Help Desk with fully qualified, experienced software and hardware technicians. The Help Desk must provide a toll-free number to allow the County to leave a message for technicians 24 hours a day for after-hours calls. The Help Desk must be staffed from at least 7 a.m.-7 p.m. Central Time Monday through Friday during regular, non-election periods. The Help Desk must be staffed on Election Day for at least a 24-hour period starting at 4 a.m. Central Time. The Help Desk must be staffed such that phone calls, including any on Election Day, are answered immediately by a fully qualified technician who can begin resolving the issue or question	X	
<p>(Comment): ES&amp;S agrees and complies. ES&amp;S' dedicated toll-free customer support telephone number is 877-ESS-VOTE (877-377-8683). Your call to the Help Desk during hours of operation will immediately be answered by a fully trained technician who will answer your questions and/or begin resolution of your issue. ES&amp;S tracks all questions, concerns, and resolutions to provide continuity of service. During non-election periods, the ES&amp;S Help Desk can be reached on weekdays between 7 a.m. and 7 p.m. Central Time. After hours, a representative will return your call as soon as possible depending on urgency, but no later than the next business day. During Election Day activities, our Help Desk is staffed on its extended-hour schedule (for a 24-hour period beginning at 4 a.m. Central Time) to meet the various poll open and closing times for our customers across the United States. During any General Election, ES&amp;S augments our technical support team to further ensure that your issue will receive an immediate response when you contact the Help Desk.</p> <p>In addition to the ES&amp;S Help Desk, you can contact your account manager or regional sales manager at any time on their mobile phones. You can also communicate directly with specialized ES&amp;S support and technical representatives through email, and you can use the ES&amp;S Customer Portal where operator manuals and other documentation is housed.</p>			
SECTION S. DOCUMENTATION			
S101	The Vendor shall provide documentation to the County within the required timeframes to be determined and agreed upon by the Buyer and Vendor once the contract has been awarded.	X	
I. Preferred Features & Function		YES	NO
(Comment): ES&S agrees and will comply.			
S102	<p>Electronic copies of the following documentation shall be included with each electronic copy of the Vendor's Technical Proposal:</p> <ul style="list-style-type: none"> <li>• Election staff training manuals</li> <li>• User manuals for each device</li> <li>• Administrative manuals for the election management system (EMS) and reporting software</li> <li>• User manuals for the election management system (EMS) and reporting software</li> </ul>	X	
(Comment): The requested documentation has been included in the electronic copies of ES&S' Technical Proposal.			

## ADDITIONAL INFORMATION

*Provide any additional information deemed necessary by the Proposer believes to be pertinent but specifically requested elsewhere in the RFP including any value added services.*

### ES&S RESPONSE

#### INTEGRATION WITH ES&S' EXPRESSPOLL POLL BOOK

One of the best features of an ES&S solution is the interoperability of our equipment. ES&S' ExpressPoll electronic poll book integrates with DS200 and the ES&S ExpressVote as follows:

Using the ExpressLink software and ExpressVote activation card printer with ES&S' ExpressPoll poll book ensures that every voter gets the right ballot style.

ExpressLink is an on-demand application that prints activation cards for use with the ExpressVote to ensure that voters are provided with the correct ballot style.

ExpressLink is a Windows PC application that can run in either a standalone mode, or in a monitor mode where the application monitors requests from a voter registration system over a shared network folder. The application imports an election definition from Electionware, accepts requests to print a voter's ExpressVote activation card, determines the voter's ballot style and then prints the activation card on the ExpressVote activation card printer.

The voter then inserts the activation card into the ExpressVote system and their correct ballot style is automatically presented on the ExpressVote screen. This automated ballot selection process eliminates the risk of a poll worker manually selecting an incorrect ballot style for a voter.

#### COUNTYWIDE POLLING PLACE PROGRAM

Additionally, the proposed ES&S solution is an approved hardware configuration to be used in the State's Countywide Polling Place program. Should Dallas County decide to move to this program, this configuration would provide an easy transition for the County.

# SIGNED ADDENDUM(S)



## PURCHASING DEPARTMENT

DATE October 5, 2018

ADDENDUM NO. 1

RFP NO. 2018-052-6745

REQUEST FOR PROPOSAL FOR ELECTIONS VOTING TABULATION SYSTEMS & SERVICES

WHEREAS, the bid opening date is hereby changed to read as follows:

**MONDAY, OCTOBER 29, 2018 @ 2:00 P.M. (CDT)**

Except as provided herein/above, all other specification requirements of the original bid referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your proposal package on or before Monday, October 29, 2018 @ 2:00 P.M. (CDT)

This addendum is hereby acknowledged, understood and considered in our proposal.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, which appears to read "Richard J. Jablonski", is written over a horizontal line.

Printed Name: \_\_\_\_\_

Richard J. Jablonski

Company: \_\_\_\_\_

Election Systems & Software, LLC

Date: \_\_\_\_\_

10/30/2018



## PURCHASING DEPARTMENT

DATE: October 12, 2018

### ADDENDUM No. 2

RFP NO. 2018-052-6745

REQUEST FOR PROPOSAL FOR ELECTIONS VOTING TABULATION SYSTEMS & SERVICES

**WHEREAS, Voting Equipment Requirement item #F105 on page 42, will be deleted due to it being a duplicate of item #F103 on the same page.**

**WHEREAS, Voting Equipment Requirement items #J106 & #K105 on page 48, will be removed from the solicitation document and will not be replaced.**

**WHEREAS, Voting Equipment Requirement item #K106, on page 48 has been modified to read as follows:**

Vendor may own the Intellectual Property (IP) of all the voting technology - the precinct based tabulator, high-speed central count tabulator and ballot marking device for voters with disabilities all hardware, software and firmware to access parts for warranty and post-warranty repairs as well as software and firmware maintenance and support.

A detailed response as to what hardware, software and firmware, parts and warranties coverage should be provided.

**All other specifications of the original bid remain the same.**

Except as provided herein/above, all other specification requirements of the original bid referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your proposal package on or before Monday, October 29, 2018 @ 2:00 p.m.

This addendum is hereby acknowledged, understood and considered in our proposal.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, which appears to read "Richard J. Jablonski", is written over a horizontal line.

Printed Name: Richard J. Jablonski

Company: \_\_\_\_\_

Date: \_\_\_\_\_

INSERT PAGE



## PURCHASING DEPARTMENT

DATE: October 22, 2018

### ADDENDUM No. 3

RFP NO. 2018-052-6745

REQUEST FOR PROPOSAL FOR ELECTIONS VOTING TABULATION SYSTEMS & SERVICES

**WHEREAS**, the bid opening date is hereby changed to read as follows:

**MONDAY, November 5, 2018 @ 2:00 P.M. (CDT)**

**All other specifications of the original bid remain the same.**

Except as provided herein/above, all other specification requirements of the original bid referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your proposal package on or before Monday, November 5, 2018 @ 2:00 p.m.

This addendum is hereby acknowledged, understood and considered in our proposal.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, which appears to read "Richard J. Jablonski", is written over a horizontal line.

Printed Name: Richard J. Jablonski, VP of Finance

Company: Election Systems & Software, LLC

Date: 10-30-2018



## PURCHASING DEPARTMENT

October 22, 2018

### ADDENDUM No. 4

RFP NO. 2018-052-6745

REQUEST FOR PROPOSAL FOR ELECTIONS VOTING TABULATION SYSTEMS & SERVICES

**WHEREAS, Page 19 is hereby deleted, and replaced with Page 19A.**

**WHEREAS, Page 27 is hereby deleted, and replaced with Page 27A.**

**WHEREAS, Page 28- 53 is hereby deleted, and replaced with Page 28A - 53A.**

**All other specifications of the original bid remain the same.**

Except as provided herein/above, all other specification requirements of the original bid referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your proposal package on or before November 5, 2018 @ 2:00 p.m.

This addendum is hereby acknowledged, understood and considered in our proposal.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, which appears to read "Richard J. Jablonski", is written over a horizontal line.

Printed Name: Richard J. Jablonski, VP of Finance

Company: Election Systems & Software, LLC

Date: 10-30-2018

- k. Describe the role of the Project Manager in comparison to the role of the Subject Matter Expert.
- l. Provide an organizational chart identifying all employees to be assigned to this project showing relationships between key personnel and support staff.

**6.3.6.5 Project Approach, Methodology and Implementation Plan (20 Points)**

- a. Describe the category classification your agency primary focus or specialize service.
- b. Description of how the Agency's will accomplish the work and satisfy the County's objectives described in the RFP.
- c. Describe the methodology that will be used. Detail how your agency implement system including training, software and all other services indicated in the RFP.

**6.3.6.5.1 Voting Equipment Requirement Questionnaire (20 Points)**

- Starting on Page 28, please answer all questions and give a brief comment.
- Dallas County will award points based on the following scale (for "Yes" responses)
- Scale: 1-57 (5 points), 58-115 (10 points), 116-173 (15 points) 174-232 (20 points)

**6.3.6.6 Additional Information**

Provide any additional information deemed necessary by the Proposer believes to be pertinent but specifically requested elsewhere in the RFP including any value added services.

**6.3.6.7 Signed Addendum(s)**

**6.3.6.8 Proposal Exceptions**

Proposer shall identify and list all exceptions taken to any part or sections of the RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

All exceptions taken must be identified and explained in writing in your proposal response and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer's solution, must be described in detail.

However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The County will be sole determiner of the acceptability of any exception.

If the Proposer has taken no exceptions to the requirements of this RFP, please state no "exception" in the section.

**6.3.6.9 Cost and Other Fees Proposal (15 Points)**

**Must be submitted in separate sealed envelope (Envelope 1) and labeled accordingly (Original and Two Copies).**

**6.3.6.10 Financial Condition(5 Points)**

- 9.2 Proposer must certify that your firm can provide an on-site Project Manager during elections periods: Project Management, Ballot Layout and Coding, Pre-Election Mock Election, Election Day Support, Early Voting Support, and L&A Testing functions, as well as any other additional services as needed. DCED prefers to have these functions performed onsite (DCED Central Counting Station) by the vendor
- 9.3 Proposer shall provide a least five (5) verifiable client references, preferably from public or government entities from clients who received similar services as outlined in the RFP within the past five (5) years. Clients shall not be within the Proposer's own organization or subsidiary. Each client reference shall include must include the following information:
- Client Name of the client
  - Address
  - Contact person(s) name
  - Contact telephone number(s)
  - E-mail address (if available)
  - The amount/value of the contract
  - The dates of performance (i.e.: Project Start and End Date)
  - Description of Project Scope of Work or Service

**NOTE: Proposers who do not meet minimum qualifications stated 9.1 - 9.3 (pass/fail) submission requirements as specified and has not included minimum qualifications supporting documentation and information (proof and evidence), their Proposal will be deemed non-responsive after which no further evaluation will occur.**

## **10. SCOPE OF WORK**

Please mark each row to indicate if your system meets the listed proposed requirement A101 – S102, also provide detailed information in an attachment as to how your system meets, exceeds, or provide alternate approaches to the proposed requirements. **A written response that follows the numbering system in this request is recommended.**

The **Preferred Features and Functions** enclosed in this proposal are not intended to be restrictive but is the preferred approach to the Dallas County Elections needs.

### **10.1 Elections Voting Tabulation System**

The new voting tabulation system will include equipment, software, and services. The proposed voting tabulation system must meet the standards set forth by the Dallas County and the State of Texas.

I. Preferred Features & Functions		YES	NO
<b>SECTION A. Elections Voting Tabulation System General Requirements</b>			
<i>(Mark "Yes" or "No" and add comments)</i>			
A101	Voting system must be certified by the EAC before implementation.		
(Comment)			
A102	All equipment must be new or newly manufactured, not reconditioned or refurbished in any way.		
(Comment):			
A103	Ability to support at least 9,999 ballot styles on a single voting unit. Please describe.		
(Comment):			
A104	Ability to support at least 99 splits in a precinct. Please describe.		
(Comment)			
A105	Allow vote-for contests of greater than 9. Please describe.		
(Comment):			
A106	Ability to support combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style. Please describe.		
(Comment):			
A107	Allow for the evaluation of write-ins for which the ballot target was left blank on standard ballots.		
(Comment)			
A108	Allow the option of capturing images only of those ballots containing write-ins, rather than capturing images of all scanned ballots.		
(Comment):			
A109	Allow the display of a jurisdiction emblem or seal on all voter-facing voting units.		
(Comment)			
A110	Ability to support variable language assignment on a precinct-by-precinct basis within the same election. (OPTIONAL – EXPLAIN)		

I. Preferred Features & Functions		YES	NO
A111	Ability to support at least (5) languages, including character-based languages like Chinese.		
(Comment):			
A112	Ability to automatically generate a paper ballot test deck along with the expected results reports on a precinct-by-precinct basis as well as on an election-wide basis.		
(Comment)			
A113	In a recount, the ability to isolate one or more contests without recreating the entire election definition. The same election definition should be utilized to re-tabulate only the specified recount contests. (OPTIONAL – EXPLAIN)		
(Comment):			
A114	Ability to support at least 17" ballot pages; 19"-length ballot page support is desired. (OPTIONAL)		
(Comment):			
A115	Ability to support at least 4.25" - 8.5"-wide ballot pages.		
(Comment):			
A116	Must encrypt all confidential data saved to the removable memory media device (USB drive, flash card, etc.) with AES and bit strength of 128 or higher.		
(Comment):			
A117	Must support a mixture of paper ballots that are single-sided and double-sided within the same election.		
(Comment):			
A118	Must support use of paper ballots composed of multiple ballot sheets.		
(Comment):			
A119	Must support simultaneous viewing of scanned ballot images and Cast Vote Record data.		
(Comment):			
A120	Must allow for the creation of non-geographic precincts or districts to which all ballot styles can be automatically assigned. Please describe.		
(Comment):			

I. Preferred Features & Functions		YES	NO
A121	The election management system must provide for audio file generation with high-quality synthesized voice.		
(Comment):			
A122	The system must be able to read a barcode created by the e-PollBook containing the correct ballot style for the voter.		
(Comment):			
A123	The system must provide for a reconciliation process for comparing the number of voters listed as having voted and the number of ballots cast in three ways: a) in early voting by mail; b) early voting in person, and c) on Election Day.		
(Comment):			
	<b>SECTION B. PRECINCT DIGITAL VOTE TABULATOR</b> <i>The following requirements apply to the precinct equipment that scans and tabulates votes at the precinct level. The precinct digital vote tabulator must:</i>	YES	NO
B101	Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.		
(Comment):			
B102	Include a touch screen of at least 12 inches to provide clear, concise feedback to the voters and poll workers.		
(Comment):			
B103	Make clear to the voter how to cast a ballot. Please describe how this is accomplished.		
(Comment):			
B104	Make clear to the voter when a voting action is complete. Please describe how this is accomplished.		
(Comment):			
B105	Make clear to the voter/election official that the vote has been cast and stored. Please describe how this is accomplished.		
(Comment):			
B106	Clearly indicate to the voter/election official whether or not a ballot has been processed.		

I. Preferred Features & Functions		YES	NO
(Comment):			
B107	Be capable of being programmed to alert voter to under-votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.		
(Comment):			
B108	Prevent the voter from over-voting a contest.		
(Comment):			
B109	Include the option to allow the voter to over-vote a contest, depending on jurisdiction laws.		
(Comment):			
B110	Provide a voting solution that addresses provisional voting generally, and provisional ballots, including the casting of the provisional ballot, the accessibility/ADA options, and the recording and tabulating of such ballots. The voting solution shall be able to separate provisional ballots from non-provisional ballots. Results from provisional ballots shall be easily integrated with Election Day results and advance voting results, once those provisional ballots have been determined to be eligible for counting, for the purpose of producing total election results.		
(Comment):			
B111	The voting solution allows the system administrator to partially count a provisional ballot, meaning that the administrator can instruct the system not to count races for which the provisional voter was not eligible to vote.		
(Comment)			
B112	Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.		
(Comment):			
B113	Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.		
(Comment):			
B114	Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental		

I. Preferred Features & Functions		YES	NO
	elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage.		
(Comment)			
B115	Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.		
(Comment):			
B116	Require minimal poll worker poll opening and closing procedures. Please describe the steps to open and close the polls.		
(Comment):			
B117	Include an option for a removable bin that allows for collection of ballots without requiring the poll workers to touch the voted ballots.		
(Comment):			
B118	Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.		
(Comment):			
B119	Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.		
(Comment):			
B120	Alert the user when the device is operating on battery or AC power, and shows the percentage (%) of battery life remaining. Please describe how this is accomplished.		
(Comment):			
B121	Be fully lockable and have no exposed communication ports.		
(Comment):			
B122	Allow programmable memory device(s) to be sealed in the unit with a means of tamper detection. Please describe.		
(Comment):			

I. Preferred Features & Functions		YES	NO
B123	Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.		
(Comment):			
B124	Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.		
(Comment):			
B125	Scan and store full, complete ballot images at a minimum of 200 dots per inch (DPI).		
(Comment):			
B126	Allow for encrypted and digitally signed transfer of precinct results to the election management system (EMS). Please describe.		
(Comment):			
B127	Allow the presiding judge at the polling location and Central Count the ability to print and sign the precinct returns to certify their accuracy. Please describe.		
(Comment):			
B128	Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.		
(Comment):			
B129	Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?		
(Comment):			
B130	Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe.		
(Comment):			
B131	Be capable of retaining a record of all votes cast prior to a malfunction, in the instance of a malfunction. Please describe.		
(Comment):			

I. Preferred Features & Functions		YES	NO
B132	Not allow the printing of a Results report or extraction of such data until polls have been closed on the unit.		
(Comment):			
B133	Employ an easy-load, drop-in paper roll for the report printer.		
(Comment):			
B134	Provide a means of preventing continued voting when the polls are closed on the unit.		
(Comment):			
B135	Provide the ability for an authorized official to re-open the polls in event of a court order.		
(Comment):			
B136	Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.		
(Comment):			
B137	Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as ballot paper and toner.		
(Comment):			
B138	The Vote Tabulation equipment must be the election vendor's proprietary, purpose-built equipment; cannot be commercial-off-the-shelf (COTS) hardware.		
(Comment):			
B139	If allowed, provide for the secure transmission of results via landline or wireless modem from the precinct tabulator to the EMS. Please describe.		
(Comment):			
B140	Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.		
(Comment):			
B141	Precinct Tabulator unit has a solution and features to prevent rescanning valid, cast ballots by poll workers.		
(Comment):			

I. Preferred Features & Functions		YES	NO
<p align="center"><b>SECTION C. VOTE MARKING DEVICE</b></p> <p><i>The following requirements apply to the precinct equipment that enables all voters, with or without disabilities, to vote independently. Should the vote marking device meet the following criteria:</i></p>			
(Comment):			
C101	Be compatible with the tabulators that are part of the solution being proposed.		
(Comment):			
C102	Be a universal voting device that ensures all voters have the same opportunity to independently cast their votes. Please describe.		
(Comment):			
C103	Provide for use of voters with disabilities. What kinds of disabilities may be accommodated and what are the user interfaces for doing so?		
(Comment):			
C104	Provide for the privacy of votes throughout the election process. Please describe how this is accomplished.		
(Comment):			
C105	Enable the voter to choose accessibility feature(s) without poll worker assistance. Please describe.		
(Comment):			
C106	Automatically provide both audio and visual ballot information at the same time. Please describe how this is accomplished.		
(Comment):			
C107	Enable a voter who is blind or has low vision to easily navigate the system. Please describe and provide images of controls like keypad, wheels, knobs, buttons, etc. in your response.		
(Comment):			
C108	Enable a voter with limited mobility to navigate the system. Please describe how this is accomplished.		
(Comment):			
C109	Have been reviewed by disability advocacy groups for the quality of ADA performance. Please provide representative feedback.		

I. Preferred Features & Functions		YES	NO
(Comment):			
C110	Enable the voter to control volume and tempo via the keypad without poll worker intervention. Please describe.		
(Comment):			
C111	Include the ability for the voter to increase audio ballot volume so that it can be heard through headphones in a noisy poll environment.		
(Comment):			
C112	Include a touch screen of at least 15 inches to make voting selections.		
(Comment):			
C113	Make clear to the voter when a voting action is complete. Please describe how this is accomplished.		
(Comment):			
C114	Allow the voter to review a summary of their selections audibly or on-screen before the voting selections are printed. Please describe.		
(Comment):			
C115	Once selections are printed, allow the voter to re-insert the summary card for an audio and/or visual verification. The audio verification should read the selections in the language of the voter's choice.		
(Comment):			
C116	Enable the voter to adjust screen font sizes.		
(Comment):			
C117	Enable the voter to adjust screen contrast.		
(Comment):			
C118	Be capable of being programmed to alert the voter to under-votes for specific contests and provide the opportunity for the voter to correct the ballot. Please describe.		

I. Preferred Features & Functions		YES	NO
(Comment):			
C119	Prevent the voter from over-voting a contest.		
(Comment):			
C120	Provide poll workers with on-screen instructions for operating the unit that are clear and complete. Please provide sample screens.		
(Comment):			
C121	Provide poll workers with detailed instructions to help them assist the voter when poll worker intervention is required in the event of an error.		
(Comment):			
C122	Be compact, portable, and capable of easy transport. What are the dimensions and weight of the unit? What is the unit's total "footprint" when set up at the poll site?		
(Comment):			
C123	Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements. Please indicate how this was tested. Please describe the unit's ability to be resistant to damage. Please provide the EAC certification for the equipment.		
(Comment):			
C124	Provide poll workers with a method to immediately detect if a voting unit is not operating properly. Please describe.		
(Comment):			
C125	Require minimal assembling/disassembling of parts, including any booth, table, ballot box, peripherals, etc. Please describe the steps to assemble/disassemble the unit at the poll site.		
(Comment):			

I. Preferred Features & Functions		YES	NO
C126	Employ a reusable, removable and interchangeable memory device that can be inserted into another unit to seamlessly continue voting on the second unit. Please describe. Please describe.		
(Comment):			
C127	Include protection integrated in the unit against damage by power surges, brownouts, lightning and other transient current or voltage spikes.		
(Comment):			
C128	Provide an internal battery backup that can provide continuous operation in case of power failure for a minimum of two (2) hours.		
(Comment):			
C129	Provide an internal battery backup that recharges automatically when power is connected to the system, regardless of whether the unit is turned on or off. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.		
(Comment):			
C130	Be fully lockable and have no exposed communication ports.		
(Comment):			
C131	Allow programmable memory device(s) to be sealed in unit with a means of tamper detection. Please describe.		
(Comment):			
C132	Include a thermal internal, toner-less, inkless easy load printer utilizing a minimum 3" width tape, and that otherwise requires no consumables.		
(Comment):			
C133	Accept ballots/cards of at least 17-inch and 19-inch lengths.		
(Comment):			
C134	Print voter selections on pre-cut sheets of paper in order to provide the needed accountability of sheets delivered to the polling place versus number of sheets cast, spoiled, and unused.		
(Comment):			

I. Preferred Features & Functions		YES	NO
C135	Be able to internally maintain and externally print on demand a log of all activities that includes timestamps.		
(Comment):			
C136	Allow easy access for clearing of jammed cards/ballots, with no tools required and ability to clear the jam in under one minute. Please describe.		
(Comment):			
C137	Allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics. Please describe.		
(Comment):			
C138	Contain stand-alone units so that if one unit fails, voting can continue seamlessly on another unit.		
(Comment):			
C139	Provide remedies in the event of a power failure. What are the impacts, procedures and remedies in the event of a power failure?		
(Comment):			
C140	Facilitate recounts through use of a human-readable paper record.		
(Comment):			
C141	Require minimal maintenance during storage. What are the storage requirements for this unit? What maintenance is required during storage?		
(Comment):			
C142	Require minimal consumables. Please list all consumables that would need to be checked and/or replenished, such as paper and toner.		
(Comment):			
C143	Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.		
(Comment):			
<b>SECTION D. VOTING SYSTEM CERTIFICATIONS</b>			
D101	Federal Certification – U.S. Election Assistance Commission ( <a href="http://www.EAC.gov">www.EAC.gov</a> )		

I. Preferred Features & Functions		YES	NO
(Comment):			
D102	Texas Certification – Texas Secretary Of State ( <a href="http://www.sos.state.tx.us">www.sos.state.tx.us</a> )		
(Comment):			
<b>SECTION E. Technical Specifications</b>			
E101	Flexibility of ballot design and layout for the precinct and central tabulators:		
(Comment):			
E102	Camera ready ballot artwork - or new ballot artwork sent directly to printer		
(Comment):			
E103	Ballot layout application must create pdf files that can be utilized with either digital or offset ballot printing		
(Comment):			
E104	Multi language support for ballot layout		
(Comment):			
E105	UNICODE support for non-Latin double byte characters (Chinese, Japanese, etc.)		
(Comment):			
E106	System must have the capability to generate a ballot on demand for absentee, early voting and test deck generation		
(Comment):			
E107	Ability to apply layout and formatting changes to across ballot styles with a single change instead of doing the change for each ballot style.		
(Comment):			
E108	Election Management software must be integrated with a Military Overseas ballot distribution solution so the elections office will have a single coding and programming event for all ballot needs: absentee, military/oversea, early voting and election day		
(Comment):			
E109	Ballot flexibility—a 19" ballot could contains up to 2,184 potential target locations providing significant ballot layout and design flexibility. 91 rows X 24 columns (OPTIONAL - specifically for hand-marked ballots)		

I. Preferred Features & Functions		YES	NO
(Comment):			
E110	Ability to adjust all row and column widths (for hand-marked ballots).		
(Comment):			
E111	Supports at least a 17" ballot, and 19" ballot pages capability is preferred.		
(Comment):			
E112	Complete typographic control (font, size, justification, kerning etc.) over all ballot components (offices, candidates, etc.)		
(Comment):			
E113	Ability to add graphics and line art anywhere on the ballot		
(Comment):			
E114	Landscape and portrait ballot orientations		
(Comment):			
E115	Target symbols on right or left of candidate name		
(Comment):			
E116	The proposal should include an option of remote transmission of election results data both from the polling place and the regional receiving sub-stations (regional sites) to the Central Count Station.		
(Comment):			
E117	The successful vendor will provide a solution that allows the election management system to sync, communicate and otherwise be compatible with the Elections Department's Voter Registration data system.		
(Comment):			
E118	The system shall allow for compatibility and ability to interoperate between polling place voting equipment and the Electronic Poll books of The County's choice.		
(Comment):			
<b>SECTION F. PRECINCT TABULATOR HARDWARE</b>			
F101	Tabulator unit must allow for easy access (less than one minute) to the imaging sensors for cleaning, maintenance and diagnostics.		
(Comment):			

I. Preferred Features & Functions		YES	NO
F102	Tabulator unit has have a built-in lithium-ion battery back-up that lasts for a minimum of 2 hours		
(Comment)			
F103	Include a thermal internal, toner-less, inkless easy load printer utilizing a minimum 3" width tape, and that otherwise requires no consumables.		
(Comment):			
F104	Tabulator unit has the capability for either landline or wireless modeming		
(Comment):			
F105	Include an internal, toner-less, inkless easy load printer utilizing a minimum 3" width tape, and that otherwise requires no consumables.		
F106	Tabulator must accept ballots in all four orientations		
(Comment):			
F107	Tabulator must tabulate ballots in a landscape and portrait ballot format		
(Comment):			
F108	Tabulator must scan and store full, complete ballot images at a minimum of 200 dots per inch (dpi)		
(Comment):			
F109	Tabulation unit should have a display capable of feedback to the voter, polling place official, and warehouse personnel. This display must be at least 10" diagonal to present the information clearly to the users.		
(Comment):			
F110	Tabulator must be able to tabulate digitally printed and offset printed ballots		
(Comment):			
F111	Tabulator unit must have a touch screen for voter, county staff and poll worker input and feedback.		
(Comment):			
F112	Central Tabulator unit has the capability for expansion through USB hub or ports.		

I. Preferred Features & Functions		YES	NO
(Comment):			
F113	Tabulator unit has have a redundant, removable storage.		
(Comment):			
F114	Provide functionality to charge the unit without the need to power the unit on		
(Comment):			
F115	The vendor must provide specifications of the ballot paper required, preferably by including a copy of the VVSG TDP pages that specify the ballot paper. If a vendor can use more than one type of paper then specifications for all of them must be included.		
(Comment):			
F116	Tabulator unit will provide for battery charge level conditions.		
(Comment):			
<b>SECTION G. TABULATOR FUNCTIONALITY</b>			
G101	Clearly displayed public count during voting sessions		
(Comment):			
G102	Simple poll opening procedure (lift lid, press Open Polls button on touch screen)		
(Comment):			
G103	Clear messages to tell voters what to do when exception ballots (over voted, blank, etc...) are encountered		
(Comment):			
G104	Icon indicator that tells the poll worker when the AC connection (external power) is not available		
(Comment):			
G105	Audio signal when unit is not operating under AC power		
(Comment):			
G106	Voter Feedback presented in a clear concise manner utilizing graphical and color attributes		
(Comment):			
G107	Tabulator has internally imbedded help function that is viewable on screen.		
(Comment):			
<b>SECTION H. HIGH-SPEED CENTRAL ABSENTEE SYSTEM</b>			

I. Preferred Features & Functions		YES	NO
H101	Company must have a high speed tabulator system capable of scanning both sides of an 11", 14", 17" and 19" ballot paper and creating a cast vote record (CVR) data file at an actual rate of, at least, 275 ballot papers per minute and state your rated ballot per minute scanning speed.		
(Comment):			
H102	Central Counting tabulator must not modify the image files created by scanning with CVR or log data. Such data should be kept in separate files to maintain the integrity of the electronic ballot image files.		
(Comment)			
H103	Central count equipment must have at least 3 out stack bins to allow "exception" ballots to be physically out-stacked separately from non-exception ballots. (OPTIONAL-EXPLAIN)		
(Comment)			
H104	Central count scanner must maintain a scanning speed of 275 ballots per minute 17" and 19" ballot papers per minute while out stacking "exception" ballot papers. (OPTIONAL-EXPLAIN)		
(Comment)			
H105	Central count tabulator may be capable of out stacking the physical ballot when an issue with the ballot or with the tabulator prevents the ballot from being processed and the vote data from being produced. (OPTIONAL-EXPLAIN)		
(Comment)			
H106	Central count system should not stop processing ballot papers while out stacking "exception" ballot papers. (OPTIONAL-EXPLAIN)		
(Comment)			
H107	Central count solution must be certified by the United States Election Assistance Commission (EAC)		
(Comment):			
H108	Central count solution shall be able to process the same ballot paper format(s) as the precinct based unit.		
(Comment):			
H109	Central count system must offer an option to print any action taken by the operator to a real-time audit log printer.		
(Comment):			

I. Preferred Features & Functions		YES	NO
H110	Central solution shall be able to physically or digitally sort over-votes, blank ballots, write-ins, marginal marks, as programmed by the end user.		
(Comment):			
H111	Central count system shall provide for reports, including results reports, directly from the tabulation device via a printer.		
(Comment):			
H112	Central count solution shall provide for on board diagnostics to allow a technician to troubleshoot the unit and fine tune the unit easily.		
(Comment):			
H113	Central count system must be able to tabulate previously folded (unfolded) ballot papers at the same rate of speed as non-folded ballots without effecting the scanners throughput speed		
(Comment):			
H114	Central count solution shall communicate to the operator via some sort of display at least 10" in size		
(Comment):			
H115	Central count solution should be capable of distinguishing common types of marks including lines, checkmarks, and X's, even if they result in a pixel percentage that falls in the marginal band.		
(Comment):			
<b>SECTION I. ELECTION MANAGEMENT SYSTEM (EMS) SOFTWARE:</b>			
I101	All confidential data that is saved to removable media (USB stick, flash card or other similar device) must be Encrypted using AES and a bit strength of-128 or higher		
(Comment):			
I102	All data that is transmitted by wireless and/or land line modem must be encrypted using AES and a bit strength of 128 or higher		
(Comment):			
I103	A Digital Signature of 192 bits of strength or better must be used to protect ALL data that is saved to removal media like a USB stick, flash card or other similar device		
(Comment):			

I. Preferred Features & Functions		YES	NO
I104	A Digital Signature of 192 bits of strength or better must be used to protect ALL data that is transmitted via wireless and/or land line modem		
(Comment):			
I105	EMS must have built-in templates which allow the user to copy the ballot layout format from one election to the next election		
(Comment):			
I106	EMS must allow custom templates to be saved and copied from one election to another		
(Comment):			
I107	The system must warn the user when changes in the configuration for the election require the ballot styles to be regenerated. The system must be able the recalculate all variations in the ballot designs (ballot types) and create new, edit existing applicable ones and/or delete non-applicable ones.		
(Comment):			
I108	EMS must provide the ability to fully define and save each election without any duplicate data entry		
(Comment):			
I109	EMS must allow for results to be reviewed on a periodic basis throughout the tabulation process, at all levels.		
(Comment):			
I110	Information from the precinct tabulators may be capable of securely transmitting results from data collection sites to a central location over public telecommunications Networks including dialup and wireless capabilities. Vendor must describe its solution(s) for securely accomplishing this function.		
(Comment):			
I111	Must support major telecommunication vendors i.e. AT&T, Verizon, and Sprint		
(Comment):			
I112	Must insure the security of the EMS by installing firewalls, etc.		
(Comment):			
I113	Must insure the security of the Election results that they are being transmitted through secure tunnels i.e. VPN, SSH, etc.		

I. Preferred Features & Functions		YES	NO
(Comment):			
I114	Must be meet Federal Information Processing Standard (FIPS) 140-2, Security Requirements for Cryptographic Modules		
(Comment):			
I115	Ability to track media created during results collection to ensure all media has been received,		
(Comment):			
I116	Ability to show media loaded and media not loaded.		
(Comment):			
I117	EMS must provide for a results output that can be displayed on the Web using graphical and textual presentation of the information.		
(Comment):			
I118	The EMS must provide the County's ENR with near real-time, continuously-updated election data and final official results in a means and format that operates rapidly and seamlessly for the public's benefit and use.		
(Comment):			
I119	EMS must provide ability to create customized data proofing reports must provide ability to create a customized voted Test Deck with a breakdown of the corresponding results		
(Comment):			
<b>SECTION J. OTHER ITEMS TO CONSIDER (ALL OPTIONAL)</b>			
J101	24 response columns per ballot side to allow for flexible ballot design (4 column, 5 column, 10 column, etc.) OPTIONAL - PLEASE EXPLAIN		
(Comment):			
J102	Central count solution shall provide for interlocks to prevent a user from injury.		
(Comment):			
J103	Central count system must have redundant memory ports for future expansion and flexibility		
(Comment):			

I. Preferred Features & Functions		YES	NO
J104	Central count tabulator (mobile unit) shall not weigh more than 200 lbs.		
(Comment):			
J105	Tabulator unit may utilize secure jump drives for its election definition and ballot image storage.		
(Comment):			
J106	Ability to securely update all product firmware via USB thumb drive (eliminate the need to open unit)		
(Comment):			
J107	Ability to securely verify product application and firmware		
(Comment):			
J108	Vendor may provide protective storage units for equipment and ePollBook that provide a practical platform for charging, mobility and transportation. Storage units can be offered and priced separately for entities that have their own storage solutions.		
(Comment):			
K105	Vendor must have at least 200 full time election dedicated employees. These employees must have a job description 100% on the election industry.		
(Comment):			
K106	Vendor must own the Intellectual Property (IP) of all the voting technology - the precinct based tabulator, high-speed central count tabulator and ballot marking device for voters with disabilities all hardware, software and firmware to access parts for warranty and post-warranty repairs as well as software and firmware maintenance and support		
(Comment):			
K107	Vendor must have a formal sustaining engineering program to inventory and maintain a supply warranty, repair and replace parts in order to maintain the voting technology for a minimum of ten (10) years		
(Comment):			
K108	Vendor must own the Intellectual Property (IP) of the voting system software and firmware in order to make an software and/or firmware upgrades required by law and/or customer request		

I. Preferred Features & Functions		YES	NO
(Comment):			
K109	Vendor must have prior experience managing elections for a jurisdiction comparable with the size of the procuring county based on number of registered voters.		
(Comment):			
K110	Vendor must have direct prior experience managing large, complex countywide implementations with multiple levels of government		
(Comment):			
K111	All tabulation hardware, software and firmware must be certified by the United States Election Assistance Commission (EAC).		
(Comment):			
K112	Vendor must have the internal infrastructure to support and maintain the systems including repair parts for the next 10 years.		
K113	Vendor must be willing to provide a physical review and tour of the vendor's Headquarters, customer operations and maintenance offices/facilities.		
(Comment):			
K114	Vendors should consider the potential weather conditions in Texas when proposing hardware and consumables.		
(Comment):			
<b>SECTION L. PROJECT MANAGEMENT</b>			
L101	The Vendor shall provide Project Management services for the duration of the contract and subsequent renewals. The cost of such services during the contract period shall be included in the Cost Proposal.		
(Comment):			
L102	<p>The Vendor shall prepare a Project Management plan to support deployment of the system. Vendor shall attach to its proposal:</p> <ul style="list-style-type: none"> <li>• An initial project management narrative</li> <li>• Project management timeline, including tasks and milestones, any dependencies, and whether Vendor or the &lt;Jurisdiction&gt; is responsible for each task listed</li> </ul>		

I. Preferred Features & Functions		YES	NO
	<ul style="list-style-type: none"> <li>The Vendor shall name the Project Manager in its Technical Proposal. This individual will be the primary contact for the &lt;Jurisdiction&gt; throughout the term of the contract.</li> </ul>		
(Comment):			
SECTION M. INTENDED SCHEDULE			
M101	Activities in support of this contract shall begin no later than 15 days from the time that the contract is awarded.		
(Comment):			
M102	Within 20 days of contract signing, the <Jurisdiction> and Vendor will jointly finalize the project timeline. No deviation from this project timeline shall be allowed without prior written consent of the <Jurisdiction>.		
(Comment):			
SECTION N. DELIVERY, INSTALLATION AND ACCEPTANCE TESTING OF VOTING TABULATION SYSTEM			
N101	All facility preparation will be the responsibility of the County. The County will prepare the facilities in accordance with the Vendor's written site specifications on or before the facility readiness date specified by the Vendor.		
(Comment):			
N102	The Vendor must comply with all delivery and installation dates determined and agreed upon by the County and Vendor once the contract has been awarded.		
(Comment):			
N103	All goods purchased through this contract will be F.O.B. or C.I.F. final destination based on negotiation of best transportation rates. In other words, the Vendor shall be responsible for all costs to ship and transfer the hardware, firmware, software, peripherals, manuals, and other items. The Vendor shall deliver all such items to a facility designated by the County located in The County.		
(Comment):			
N104	All hardware, firmware, software, peripherals, manuals, and other items shall be properly packaged or otherwise protected during shipment.		
(Comment):			
N105	The Vendor shall open, set in place, and install at no additional cost to the County all supplied software, firmware and hardware that are Vendor-installable at the County site. The Vendor will be responsible for coordinating delivery and installation with the County.		
(Comment):			

<b>I. Preferred Features &amp; Functions</b>		<b>YES</b>	<b>NO</b>
N106	All facility preparation will be the responsibility of the County. The County will prepare the facilities in accordance with the Vendor's written site specifications on or before the facility readiness date specified by the Vendor.		
(Comment):			
N107	All installation and assistance with acceptance testing services are to be included in the Cost Proposal as part of this bid.		
(Comment):			
N108	The system and all its components, including the software, firmware and hardware, shall operate in substantial conformance with the Vendor's published specifications applicable to such software, firmware, and hardware on the date of this agreement.		
(Comment):			
N109	During the period of delivery, installation, and acceptance testing, the County will require the Vendor to replace any or all components of the voting system which has failed the acceptance testing requirements.		
(Comment):			
N110	All the County acceptance testing will be completed within a thirty (30) day period.		
(Comment):			
N111	Immediately upon successful completion of the acceptance testing, the County shall notify the Vendor in writing of the acceptance of the voting system.		
(Comment):			
<b>SECTION 0. TRAINING</b>			
O101	The Vendor will be responsible for providing a comprehensive training program and related manuals. Training programs should cover every function from programming of voting devices to troubleshooting techniques to Election Day polling place procedures. Training programs, related materials, and documentation will be provided at all levels of the election process. Such training shall be sufficient to enable The County officials to operate the voting systems without continuous assistance from the Vendor.		
(Comment):			
O102	Vendor shall attach a training plan with its Technical Proposal. The training plan should provide a description of each training course offered, the intended audience, any pre-requisites, the length of the course, and maximum number of participants.		
(Comment):			
O103	The Vendor shall include standard rates for follow-up training in the Optional section of Pricing so that The County may calculate the anticipated cost of these services over the contract period and subsequent renewals.		

I. Preferred Features & Functions		YES	NO
(Comment):			
O104	Proposed training for The County election officials should also be performed at a facility designated by the County located in The County.		
(Comment):			
O105	The Vendor shall include in its Cost Proposal all costs related to training.		
(Comment):			
<b>SECTION P. LOGIC AND ACCURACY TESTING SUPPORT</b>			
P101	The Vendor shall provide logic and accuracy testing support prior to each election. The cost of such support is to be included in the Cost Proposal as part of this bid.		
(Comment):			
<b>SECTION Q. ELECTION SUPPORT</b>			
Q101	First Election On-Site Election Support. The Vendor shall provide on-site election support services for the first election. The County will define the specific services needed at that time, such as assistance with pre-election testing, Election Day technical support and roving, results aggregation, reporting, canvassing, and auditing. Election support should include the day before each election, Election Day, and the day after the election. Cost of such services is to be included in the Cost Proposal as part of this bid.		
(Comment):			
Q102	Subsequent Elections Optional On-Site Election Support. The Vendor shall provide optional on-site election support services on an as-needed basis for subsequent elections during the contract period and subsequent renewals. The County will contract for such services on a per-election basis.		
(Comment):			
	<b>SECTION R. HELP DESK SUPPORT</b>	<b>YES</b>	<b>NO</b>
R101	The Vendor shall provide a Help Desk with fully qualified, experienced software and hardware technicians. The Help Desk must provide a toll-free number to allow the County to leave a message for technicians 24 hours a day for after-hours calls. The Help Desk must be staffed from at least 7 a.m.-7 p.m. Central Time Monday through Friday during regular, non-election periods. The Help Desk must be staffed on Election Day for at least a 24-hour period starting at 4 a.m. Central Time. The Help Desk must be staffed such that phone calls, including any on Election Day, are answered immediately by a fully qualified technician who can begin resolving the issue or question		
(Comment):			

I. Preferred Features & Functions		YES	NO
SECTION S. DOCUMENTATION			
S101	The Vendor shall provide documentation to the County within the required timeframes to be determined and agreed upon by the Buyer and Vendor once the contract has been awarded.		
(Comment):			
S102	Electronic copies of the following documentation shall be included with each electronic copy of the Vendor's Technical Proposal: <ul style="list-style-type: none"> <li>• Election staff training manuals</li> <li>• User manuals for each device</li> <li>• Administrative manuals for the election management system (EMS) and reporting software</li> <li>• User manuals for the election management system (EMS) and reporting software</li> </ul>		
(Comment):			

### 13. STANDARD TERMS AND CONDITIONS

#### 13.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of the RFP, and the selected Proposer's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract. The Contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

#### 13.2 FORMAL REQUIREMENTS CONTRACT NECESSARY

Proposer agrees that any Contract resulting from this RFP and award will be the formal requirements Agreement between Contractor and County.

The RFP or any resulting award does not guarantee any acceptance of products or services and does not guarantee that any purchases of products or services will be made.

#### 13.3 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

#### 13.4 ACCEPTANCE – REJECTION

County reserves the right to accept or reject any or all proposals, to waive any defect, irregularity, informality or technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of County.

#### 13.5 COLLUSION

Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion,



# PURCHASING DEPARTMENT

DATE: November 1, 2018

## **ADDENDUM No. 5**

RFP NO. 2018-052-6745

REQUEST FOR PROPOSAL FOR ELECTIONS VOTING TABULATION SYSTEMS & SERVICES

**WHEREAS, the bid opening date is hereby changed to read as follows:**

**MONDAY, November 12, 2018 @ 2:00 P.M. (CDT)**

**WHEREAS, Pages 28A – 53A the column header was modified to reflect Preferred Features & Function.**

**WHEREAS, Preferred Features & Function item #F105 on page 42A, will be deleted due to it being a duplicate of item #F103 on the same page.**

**WHEREAS, Preferred Features & Function items #J106 & #K105 on page 48A, will be removed from the solicitation document and will not be replaced.**

**WHEREAS, Preferred Features & Function item #K106, on page 48A has been modified to read as follows:**

Vendor may own the Intellectual Property (IP) of all the voting technology - the precinct based tabulator, high-speed central count tabulator and ballot marking device for voters with disabilities all hardware, software and firmware to access parts for warranty and post-warranty repairs as well as software and firmware maintenance and support.

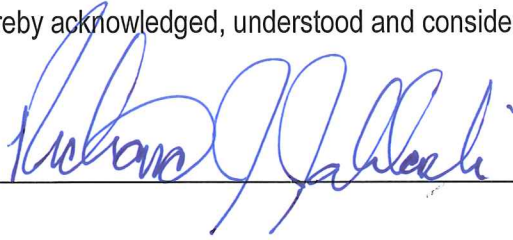
A detailed response as to what hardware, software and firmware, parts and warranties coverage should be provided.

**All other specifications of the original bid remain the same.**

Except as provided herein/above, all other specification requirements of the original bid referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your proposal package on or before Monday, November 12, 2018 @ 2:00 p.m.

This addendum is hereby acknowledged, understood and considered in our proposal.

Signature: \_\_\_\_\_



Printed Name: Richard J. Jablonski, VP of Finance

Company: Election Systems & Software, LLC

Date: November 1, 2018

# PROPOSAL EXCEPTIONS

## 5.3. AWARD AND NEGOTIATION PROCESS

*5.3.10 All necessary contract documents will be prepared by the Dallas County District Attorney's Office and will be tailored specifically for this RFP. No contract shall be binding on County until it has been approved as to form by the Dallas County District Attorney's Office and executed by the Dallas County Commissioners Court. County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.*

### ES&S RESPONSE

ES&S acknowledges this provision. In addition, and for the benefit of the County, ES&S has included a copy of its standard Voting System Sales Order Agreement (**Attachment J – Sample Agreement**) which provides for the purchase and license of ES&S' voter tabulation system products and services. ES&S respectfully requests that the County consider using ES&S' Standard Agreement in the event ES&S is the successful Proposer. ES&S Standard Agreement has been designed specifically for the purchase of ES&S' voting system products and services by a customer and contains those provisions specific to such voting system purchase. Please note that the content of this RFP and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into ES&S' Standard Agreements.

## 6.3 PROPOSAL FORMAT

*6.3.3 Proposer must submit its Proposal in strict accordance with all requirements of this RFP, and an agreement to fully comply with the requirements must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County's consideration*

### ES&S RESPONSE

Except as otherwise set forth in ES&S' proposal, ES&S agrees to fully comply with the requirements in this RFP.

### 6.3.6.8 PROPOSAL EXCEPTIONS

*Proposer shall identify and list all exceptions taken to any part or sections of the RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.*

*All exceptions taken must be identified and explained in writing in your proposal response and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.*

*However, any exceptions submitted may render the submission as non- responsive to the requirements listed. The County will be sole determiner of the acceptability of any exception.*

*If the Proposer has taken no exceptions to the requirements of this RFP, please state no “exception” in the section.*

#### ES&S RESPONSE

ES&S acknowledges this provision and has included suggestions for alternative language in response to certain terms and conditions of the RFP or otherwise requested the opportunity to further discuss certain items in the event it is the successful responder.

#### REQUIREMENT EXCEPTIONS

*A103. Ability to support at least 9,999 ballot styles on a single voting unit. Please describe.*

#### ES&S RESPONSE

The maximum number of ballot styles that can be loaded on a single voting unit is currently 9,900.

*C132. Include a thermal internal, toner-less, inkless easy load printer utilizing a minimum 3” width tape, and that otherwise requires no consumables.*

#### ES&S RESPONSE

The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace costly consumables like ink, toner, or drums that would otherwise need to be replaced. The ExpressVote ballot marking device does not use a tape or any kind of loaded paper. Rather, the voting session is activated when the voter inserts their activation card. Their selections are later printed on that same card with the thermal printer.

*H101. Company must have a high speed tabulator system capable of scanning both sides of an 11", 14", 17" and 19" ballot paper and creating a cast vote record (CVR) data file at an actual rate of, at least, 275 ballot papers per minute and state your rated ballot per minute scanning speed.*

#### **ES&S RESPONSE**

The DS850 tabulates at an average speed of 300 ballot papers per minute. The unit can scan single- and double-sided ballots and create cast vote record data files. The DS850 supports the processing of 11", 14", 17" and 19" ballots/cards. Average ballot per minute scanning speed for each ballot size is as follows:

11" – 365 bpm

14" – 300 bpm

17" – 250 bpm

19" – 200 bpm

*H104. Central count scanner must maintain a scanning speed of 275 ballots per minute 17" and 19" ballot papers per minute while out stacking "exception" ballot papers. (OPTIONAL-EXPLAIN)*

#### **ES&S RESPONSE**

The DS850 sorts counted or uncounted ballots into three configurable sorting bins without stopping or slowing throughput. The unit tabulates at an average of 300 ballot papers per minute. Average ballot-per-minute scanning speed for each ballot size is as follows:

11" – 365 bpm

14" – 300 bpm

17" – 250 bpm

19" – 200 bpm

*J108. Vendor may provide protective storage units for equipment and ePollBook that provide a practical platform for charging, mobility and transportation. Storage units can be offered and priced separately for entities that have their own storage solutions.*

#### **ES&S RESPONSE**

Storage solutions are not included in this proposal.

## **SECTION 13. STANDARD TERMS AND CONDITIONS**

## EXCEPTIONS

Item	Issue	Proposed Language
<b>13.14 COMPLIANCE WITH LAWS</b>	ES&S acknowledges this provision and requests that additional language be included to set forth each parties obligations with respect to the certified voting system ES&S is proposing under the RFP. Specifically, the requirement that the County maintain the voting system EMS network in a hardened network environment as recommended by the United States Election Assistance Commission.	<b>13.14 COMPLIANCE WITH LAWS</b> In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. <u>In addition, Contractor warrants to County that, at the time of delivery, the Contractor Equipment and Contractor Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the effective date of the Agreement and will have been certified by the appropriate state authorities for use in the State of Texas. The Contractor Equipment and Contractor Software, including all components will be provided to County with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event County fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, County agrees to indemnify and hold harmless Contractor from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the County's breach of its</u>

Item	Issue	Proposed Language
		<a href="#">obligations hereunder.</a>
<b>13.15 CHANGES IN THE LAW</b>	ES&S acknowledges this provision and requests that additional language be included in order to clarify each party's rights with respect to any changes in applicable federal and state law.	<p><b>13.15 CHANGES IN THE LAW</b></p> <p>Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.</p> <p><a href="#">In the event that any Contractor Software updates are required due to changes in state law, Contractor reserves the right to charge County for the following:</a></p> <p><a href="#">(i) the total cost of any third party items that are required in order to operate the updates;</a></p> <p><a href="#">(ii) the total cost of any replacements, retrofits or modifications to the Contractor equipment contracted for herein that may be developed and offered by Contractor in order for such Contractor equipment to remain compliant with applicable laws and regulations; and</a></p> <p><a href="#">(iii) County's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated updates.</a></p> <p><a href="#">County's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in County's jurisdiction by the total number of registered voters in all counties in</a></p>

Item	Issue	Proposed Language
		<p><u>County's state to which Contractor has sold and/or licensed the equipment and/or licensed the Contractor Software purchased and licensed by County under this Agreement.</u></p> <p><u>County shall pay Contractor the entire costs incurred for design, development and certification of any update which is required due to a change in local law or is otherwise requested or required by County.</u></p>
<b>13.18 INDEMNIFICATION</b>	<p>ES&amp;S generally agrees to the indemnification requirements of this Section to the extent that indemnification is required against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&amp;S, its agents, employees, officers, directors, shareholders or subcontractors. ES&amp;S shall have control over the defense of such claims and lawsuits, subject to the County's rights to participation and approval. The County shall remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control.</p> <p>In addition, ES&amp;S requests that a Limitation of Liability provision be included in the final Contract to be mutually agreement upon by the</p>	<p><b>Limitation Of Liability.</b></p> <p>Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. Contractor's total liability to County arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to Contractor hereunder. By entering into this Agreement, County agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by Contractor and used with the Contractor equipment or Contractor software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of Contractor to perform. Contractor shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) County's failure to timely or properly install and use the most recent update provided to it by</p>

Item	Issue	Proposed Language
	<p>parties. ES&amp;S requests that the Limitation of Liability provision provide that ES&amp;S' total liability under any resultant contract with the County be limited to the total amount to be paid by the County to ES&amp;S under the contract. Neither party shall likewise be liable to the other for any indirect, incidental, punitive, special, exemplary or consequential damages arising out of or relating to the contract. ES&amp;S has included a proposed form of limitation of liability provision in the next column for the County's review.</p>	<p>Contractor or (z) County's election not to receive, or to terminate, the Contractor hardware maintenance services or the Contractor software license, maintenance and support services.</p>
<p><b>13.20 TERMINATION FOR CONVIENCE</b></p>	<p>ES&amp;S acknowledges this provision and requests that additional language be included to provide for the payment by the County of all products delivered and services provided prior to the effective date of termination by the County for its convenience.</p>	<p><b>13.20 TERMINATION FOR CONVENIENCE</b></p> <p>County may terminate the Agreement for convenience. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) Stop work under this Agreement not less than fifteen (15) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services as shall not have</p>

Item	Issue	Proposed Language
		<p>been terminated by such notice. <u>County shall pay Contractor for all products delivered and services provided up through the effective date of termination.</u></p> <p>Contractor shall have the right to terminate this Agreement for convenience with ninety (90) days written notice to County.</p>
<b>13.22 TERMINATION FOR DEFAULT OR NON-PERFORMANCE5</b>	ES&S acknowledges the County's right to terminate the Agreement in the event of an uncured breach by the Contractor. However, ES&S requests that it be provided thirty (30) days in which to cure any such breach of the Agreement. In the event a thirty (30) day cure period would have a material detrimental impact on the County's ability to define and conduct elections or to tabulate or report election results in a satisfactory or timely manner, the parties mutually agree upon a shorter cure period which, if not met, would then enable the County to invoke the remedies set forth in the Agreement.	<p><b>13.22 TERMINATION FOR DEFAULT OR NON-PERFORMANCE</b></p> <p>County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within <del>ten-thirty</del> <u>(+30)</u> days, <u>or such other period of time as may be mutually agreed upon by the parties,</u> of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within <del>ten-thirty</del> <u>(+30)</u> days, <u>or such other period of time as may be mutually agreed upon by the parties,</u> after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and</p>

Item	Issue	Proposed Language
		<p>services. If a failure described in this Section <del>134</del>.22 is not cured to the County's satisfaction within <del>ten</del> <u>thirty</u> (<del>10</del>) days, <u>or such other period of time as may be mutually agreed upon by the parties</u>, from the time of receipt of such notice as described in this Section <del>134</del>.22, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section <del>134</del>.20 above and the rights and obligations of the Parties would be in accordance with that provision.</p> <p>a. In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event civil suit is filed to enforce this provision, County will seek its <u>reasonable</u> attorney's fees and cost of suit from the Contractor. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future</p>

Item	Issue	Proposed Language
		<p>County solicitation for a minimum period of thirteen (13) months.</p> <p>b. <u>Notice and Right to Cure.</u> If the Contractor breaches the Agreement, <del>and the County in its sole discretion determines that the breach is curable,</del> then the County will provide the Contractor with written notice of the breach and a time period (not less than <del>430</del> <u>30</u> days <u>or such other period of time as may be mutually agreed upon by the parties</u>) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.</p>
<p><b>13.27 BILLING/INVOICING</b></p>	<p>ES&amp;S acknowledges this provision and requests that the parties mutually agree upon the payment terms and milestones to be provided under the Agreement.</p>	<p><b>13.27 BILLING /INVOICING</b></p> <p>13.27.1 Contractor will invoice Dallas County <u>in accordance with the payment schedule set forth herein as mutually agreed upon by the parties</u><del>on a weekly or bi-weekly basis (preference weekly).</del> Invoices shall be submitted to the Dallas County Auditor's Office at 1201 Elm Street, 23rd Floor, Suite 2300, Dallas, Texas 75270.</p> <p>13.27.2 Two (2) invoices are required. All invoices shall be submitted to the Dallas County Auditor's Office with a copy to Originating Department Hiring Manager or Supervisor accompanied by all support documentation (time sheets/time cards). Failure to provide the appropriate supporting documentation will result in the</p>

Item	Issue	Proposed Language
		<p>delay payment.</p> <p>Contractor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods and services provided do not meet the Agreement requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or invoiced under this Agreement and shall not be construed as acceptance of any part of the goods or services.</p> <p><u>Remit to Invoice to:</u>  Dallas County Auditor's Office  Attn: Accounts Payable  1201 Elm St., 23rd Floor, Suite 2300  Dallas, Texas 75270  <a href="mailto:Accounts.Payable@dallascounty.org">Accounts.Payable@dallascounty.org</a></p> <p><u>Copy of invoice(s) shall be sent to:</u>  Department Hiring Manager or Supervisor</p> <p>At minimum, the original invoices submitted against the agreement, must reference all of the following information:</p> <ol style="list-style-type: none"> <li>Contractor Name</li> <li>Contractor Address</li> <li>Contractor Contact Information</li> <li>Dallas County Purchase Order Number</li> <li>Dates of Services per work week (Saturday – Friday)</li> <li>Full Name of the Temporary Employee</li> <li>Temporary Employee Assignment Location Address and Department</li> <li>Hourly Pay and Bill Rate</li> <li>Total hours worked by week and</li> </ol>

Item	Issue	Proposed Language
		<p>by temporary employee</p> <p>Invoices shall be verified and approved by the Dallas County authorized representative and subject to routine processing requirements. Payments made by County shall not preclude the right of Dallas County from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the services and/or goods. Dallas County requires timely and accurate accounting and billing information.</p> <p>Payment will be made within 30 days after receipt of an approved invoice with supporting documentation. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid.</p>
<b>13.28 WITHHOLDING OR RETURN OF PAYMENT</b>	<p>ES&amp;S acknowledges this provision and requests that clarification language be added in order to make it clear that ES&amp;S will have the opportunity to cure any performance related issues before it is required to return any unearned amounts under the Contract. ES&amp;S' proposed language is set forth in the next column.</p>	<p><b>13.28 WITHHOLDING OR RETURN OF PAYMENT</b></p> <p>Dallas County reserves the right, <u>after proper notice,</u> to withhold payment to the Contractor or to require Contractor to return payment(s) received from Dallas County in the event Contractor performance does not comply with the provision of the Contract Agreement, <u>provided Contractor is afforded the opportunity to cure any non performance and fails to cure such nonperformance within the applicable cure period.</u> Contractor agrees to return any unearned amounts paid by Dallas County within thirty (30) days following the final date of the contract period or within thirty (30) days following Dallas County delivery of a notice to the</p>

Item	Issue	Proposed Language
		Contractor that amounts paid to be returned.
<b>13.38 CONTRACTOR'S PROFESSIONAL WARRANTIES</b>	ES&S acknowledges this provision and requests that ES&S' standard warrant terms be included in the warranty provisions provided under the Agreement.	<p><b>13.38 CONTRACTOR'S PROFESSIONAL WARRANTIES</b></p> <p>13.38.1 No Actions, Suits, or Proceedings: Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. <del>Agreement-Contractor</del> further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.</p> <p>13.38.2 Warranty of Contractor's Capability: Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and that Contractor is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.</p> <p>13.38.3 Professional Quality: Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a</p>

Item	Issue	Proposed Language
		<p>manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service <del>or product</del> without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.</p> <p><u>13.38.4 Contractor equipment/Contractor software.</u></p> <p><u>a. Contractor warrants that for a two (2) year period (the "Warranty Period"), it will repair or replace any component of the Contractor equipment or Contractor software which, while under normal use and service: (i) fails to perform in accordance with its documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The</u></p>

Item	Issue	Proposed Language
		<p><u>Warranty shall not include the repair or replacement of any Contractor equipment components that are consumed in the normal course of operating the Contractor equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of Contractor equipment or Contractor software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Contractor equipment or Contractor software will become the property of Contractor. This warranty is effective provided that (I) County notifies Contractor within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Contractor equipment or Contractor software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (III) the Contractor equipment or Contractor software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor or County, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) County has installed and is using the most recent update provided to it by</u></p>

Item	Issue	Proposed Language
		<p><u>Contractor. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.</u></p> <p><u>b. System. Contractor warrants that the Contractor equipment and Contractor software will operate in conjunction with the third party items during the Warranty Period, provided that (i) County is using third party items which have been approved by Contractor in writing for use with the Contractor equipment and Contractor software, (ii) County has installed and is using the most recent update provided to it by Contractor, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Contractor will repair or replace the item of equipment or Contractor software that is causing such breach to occur. County acknowledges that Contractor has merely purchased the third-party items for resale or rental to County, and that the proprietary and intellectual property rights to the third-party items are owned by parties other than Contractor ("Third Parties"). County further acknowledges that except for the payment to Contractor for the third-party items, all of its rights and obligations with respect thereto flow from and to the Third Parties.</u></p>

Item	Issue	Proposed Language
		<p><u>Contractor shall provide County with copies of all documentation and warranties for the third-party items which are provided to Contractor.</u></p> <p><u>c. Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 13.38.4(a), CONTRACOR'S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE COUNTY'S SOLE AND EXCLUSIVE REMEDIES. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT COUNTY DECLINES CONTRACTOR'S INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY CONTRACTOR OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.</u></p>

Item	Issue	Proposed Language
		<p>13.38.54 Collusion: Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.</p> <p>13.38.65 Sectarian Activity: Contractor expressly warrants and certifies that no funds under this Agreement are used either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.</p>
<p><b>13.40 REPORTING</b></p>	<p>ES&amp;S agrees that any information, documents or supporting items which ES&amp;S specifically creates for the County under a resulting Agreement will be the property of the County. However, all pre-existing deliverables, documents and other items which contain ES&amp;S' pre-existing intellectual property shall remain the property of ES&amp;S.</p>	<p><b>13.40 REPORTING</b></p> <p>13.40.1 Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.</p> <p>13.40.2 Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing,</p>

Item	Issue	Proposed Language
		<p>evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas within a reasonable time.</p> <p>13.40.3 Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the work or services provided hereunder <u>and which are specifically prepared by the Contractor for the County</u> shall remain the property of County.</p>

# COST AND OTHER FEES PROPOSAL

Please see **Envelope I – Cost and Other Fees Proposal**.

# FINANCIAL CONDITION

## CONFIDENTIAL

Please see **Envelope 2 – Financial Condition** for ES&S Financials Statements and Credit Report.

# SMALL BUSINESS ENTERPRISE PROGRAM

Please see **Envelope 3 – Small Business Enterprise Program.**

# FORMS AND REPORTS

## LITIGATION QUESTIONNAIRE

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Proposer. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Proposer;

Circle One: Yes ☐ No ☒

If yes, describe them.

(b) whether Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: Yes – ☐ No ☒

If yes, describe them.

(c) whether said Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Proposer, which directly arose from activities conducted by the business unit or corporate division of said Proposer which submitted a bid or proposal for the subject project.

Circle One: Yes – ☐ No ☒

If yes, describe them.

(d) Has Proposer been a party to any lawsuit from January 1, 2015 to present?

Circle One: Yes ☒ – No ☐

If yes, describe them.

**Election Systems & Software, LLC v. Smartmatic USA Corporation. United States District Court for the District of Delaware; Case 1:18-cv-01259-UNA.** On August 17, 2018, ES&S filed suit against Smartmatic, alleging infringement of ES&S Patent Nos. 7,753,273 and 8,096,471. The case is in the early stages of litigation and ES&S intends to fully prosecute its claims against Smartmatic.

**Election Systems & Software, LLC v. Unisyn Voting Solutions, Inc. United States District Court Southern District of California; Case No. 18-CV-910-AJB (WVG).** On May 10, 2018, ES&S filed suit against Unisyn, alleging infringement of ES&S Patent No. 7,753,273. The case is in the early stages of discovery and ES&S intends to fully prosecute its claims against Unisyn.

**Election Systems & Software, LLC v. Dominion Voting Systems, Inc. United States District Court for the District of Delaware; Case 1:17-cv-01172-UNA.** On August 21, 2017, ES&S filed

## LITIGATION QUESTIONNAIRE

suit against Dominion, alleging infringement of ES&S Patent No. 8,991,701. The parties entered into a confidential Settlement Agreement on June 11, 2018.

**Runbeck Election Services, Inc. v. Election Systems & Software, LLC; United States District Court; District of Arizona; Case No. CV-16-00087-PHX-JJT.** On March 14, 2016, Runbeck filed suit against ES&S alleging breach of contract and infringement of certain patents. ES&S denied all claims brought by Runbeck and maintained that all claims were frivolous and without merit. The parties entered into a confidential Settlement Agreement on February 1, 2017, whereby Runbeck dismissed its claims with prejudice.

**Election Systems & Software, LLC and Hart Intercivic, Inc. v. Wayne W. Williams, Colorado Secretary of State; United States District Court for the District of Colorado; Case No. 1:16-cv-1237-JLK.** On May 23, 2016, ES&S and Hart Intercivic, Inc. filed suit against Wayne W. Williams, in his official capacity as the Colorado Secretary of State, alleging that Mr. Williams violated the Federal Commerce Clause as well as violated Colorado law with respect to the certification and approval of voting systems for use in the State and requiring that all counties in Colorado purchase a single uniform voting system mandated by his office. ES&S and Hart filed a joint motion for a preliminary injunction, which motion was denied by the Court. Hart and ES&S chose not to appeal this decision nor further pursue this matter.

**EVoter, Inc. ("EVoter") v. Election Systems & Software, LLC ("ES&S") and Michael Riddell; In the United States District Court for the Southern District of Florida; Case No. 0:14-cv-61253.** EVoter filed suit against ES&S and Michael Riddell May 6, 2014, alleging that Michael Riddell breached his contract with EVoter and that both Mr. Riddell and ES&S misappropriated certain trade secrets of EVoter. ES&S denied all claims brought by EVoter and asserted that all claims were without merit and frivolous. The parties entered into a confidential Settlement Agreement on March 7, 2016 whereby the parties dismissed their claims against each other with prejudice.

**Election Systems & Software, LLC v. RBM Consulting, LLC, and Gerald G. Hayek; United States District Court for the District of Nebraska; Case No. 8:11-cv-00438.** On December 20, 2011, ES&S filed a lawsuit against RBM Consulting for copyright infringement, misappropriation of trade secrets, conversion, breach of contract, and violations of the Nebraska and Pennsylvania Deceptive Trade Practices Acts. The parties entered into a confidential Settlement Agreement on May 13, 2015 whereby the parties dismissed their claims against each other with prejudice.

**Election Systems & Software, LLC v. RBM Consulting, LLC; United States District Court for the District of Nebraska; Case No. 8:14-cv-257.** ES&S filed a separate lawsuit against RBM on August 29, 2014, alleging patent infringement, conversion, tortious interference with contract, and unfair competition. The parties entered into a confidential Settlement Agreement on May 13, 2015 whereby ES&S dismissed its claims with prejudice.

**Election Systems & Software, LLC v. Vigo County, Indiana; Vigo County Superior Court; Case No. 84D06-1409-PL-6772.** ES&S filed this breach of contract action against Vigo County on September 2, 2014. The parties entered into a confidential Settlement Agreement on February 11, 2016 whereby the parties dismissed their claims against each other with prejudice.

2. Have your firm had a contract for services similar those requested in this RFP terminated or not renewed for any reason within the past two (2) years?

## LITIGATION QUESTIONNAIRE

Circle One: Yes – ☒ No

If yes, provide full details regarding the termination or non-renewal

3. Have you or any member of your firm or team been involved in any claim or litigation adverse to Dallas County or any other federal, state or local government, or private entity during the last five (5) years? Also disclose any pending legal or civil action pending against your company

Circle One: ☒ Yes – No

If yes, describe them.

**Election Systems & Software, LLC and Hart Intercivic, Inc. v. Wayne W. Williams, Colorado Secretary of State; United States District Court for the District of Colorado; Case No. 1:16-cv-1237-JLK.** On May 23, 2016, ES&S and Hart Intercivic, Inc. filed suit against Wayne W. Williams, in his official capacity as the Colorado Secretary of State, alleging that Mr. Williams violated the Federal Commerce Clause as well as violated Colorado law with respect to the certification and approval of voting systems for use in the State and requiring that all counties in Colorado purchase a single uniform voting system mandated by his office. ES&S and Hart filed a joint motion for a preliminary injunction, which motion was denied by the Court. Hart and ES&S chose not to appeal this decision nor further pursue this matter.

**Election Systems & Software, LLC v. Vigo County, Indiana; Vigo County Superior Court; Case No. 84D06-1409-PL-6772.** ES&S filed this breach of contract action against Vigo County on September 2, 2014. The parties entered into a confidential Settlement Agreement on February 11, 2016 whereby the parties dismissed their claims against each other with prejudice.

4. Have any adverse actions sanctioned by regulatory authorities filed against the Proposer during the last five (5) years?

Circle One: Yes – ☒ No

If yes, describe them.

5. Are there any current or pending litigation, administrative proceedings, actions or investigation against your firm?

Circle One: Yes – ☒ No

If yes, describe them.

6. Have you or any member of your firm been a plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability during the last five (5) years?

Circle One: Yes – ☒ No

If yes, describe them.

## TITLE VI ASSURANCES/COMPLIANCE – APPENDIX A

### A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## *B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## *C. Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.

3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

*D. Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Elections Human Resources and Title VI Coordinator  
Renaissance Tower  
1201 Elm Street, 23rd Floor, Suite 2300-B  
Dallas, Texas 75270  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/departments/HR/title\\_vi.html](http://www.dallascounty.org/departments/HR/title_vi.html) or at the address above.

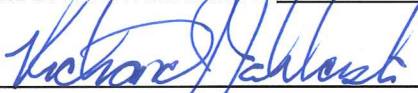
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

*E. Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Election Systems & Software, LLC



Signature, Authorized Representative of Contractor

10/5/2018  
Date

Richard J. Jablonski, Vice President of Finance

Title



### **VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS**

In accordance with Dallas County's Transparency Policy, parties interested in responding to this RFP/RFQ are encouraged to sign this statement indicating your willingness to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty (30) days after the contract is awarded.

We hereby agree as stated;

Firm Name: Election Systems & Software, LLC

Signature and Title of Individual Authorized to Bind Company:



Title: Vice President of Finance

Print Name: Richard J. Jablonski

Date: 10/5/2018



**DALLAS COUNTY  
INSURANCE REQUIREMENT AFFIDAVIT**

**THIS FORM IS NOT A SUBSTITUTE FOR THE REQUIRED POLICY AND/OR STATE APPROVED CERTIFICATE OF  
INSURANCE FORM**

**To Be Completed By Insurance Agent/Broker and Bidder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days after contract award and prior to commencement of services, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: Insurance requirements for bid # 2018-052-6745  
Agent's Name: Dan Wenzel  
Agency Name: Aon Risk Services Central, Inc  
Address: 11213 Davenport St # 201  
County/State/Zip: Omaha, NE 68154  
Telephone No: (402) 697-5227  
Fax No: (402) 697-1594  
Bidder's Name and Company: Election Systems and Software, LLC  
Project/Bid No. and Title: 2018-052-6745

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County reserves the right to cancel the contract for non-performance. If you have any questions concerning these requirements, please contact the Dallas County Human Resource / Civil Service's Risk Manager at 214-653-7668.

Insurance Agent/Broker Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/27/2018

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

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

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (402) 697-1400	FAX (A/C. No.): (402) 697-0017
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Election Systems & Software, LLC 11208 John Galt Blvd Omaha NE 68137 USA	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: Travelers Property Cas Co of America	25674
	INSURER D: Illinois National Insurance Co	23817
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570072766951

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6305D694873	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp. Ded. <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Coll. Ded.			BA5D694873	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP8J126712	10/01/2017	10/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7J093948	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000
D	E&O-PL-Primary			021377389 Professional E&O/Cyber SIR applies per policy terms & conditions	10/01/2017	10/01/2018	Ea Wrongful Act \$10,000,000 Total Limit \$10,000,000 SIR/Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured in favor of Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers with respects to General Liability and Auto Liability coverage as required by written contract. Policy is Primary and Non-Contributory. Waiver of Subrogation in favor of Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers with respects to General Liability, Auto Liability and Workers Compensation coverage as required by written contract.

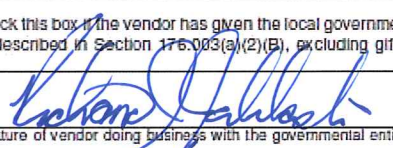
**CERTIFICATE HOLDER****CANCELLATION**

Dallas County Purchasing Agent 900 Jackson Street 6th Floor Suite 280 Dallas TX 75202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570072766951

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p>Election Systems &amp; Software, LLC</p> <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">Dallas County, Texas</p> <p style="text-align: center;">_____ Name of Officer</p> <p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center;">N/A</p> <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> <p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">  <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p>10/5/2018</p> <p>_____ Date</p> </div> </div>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
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**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Election Systems & Software, LLC  
Omaha, NE United States

Certificate Number:  
2018-400139

Date Filed:  
09/05/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-052-6745  
Election voting tabulation system and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



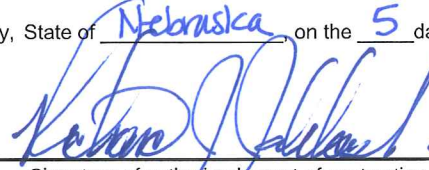
### 6 UNSWORN DECLARATION

My name is Richard J. Jablonski, and my date of birth is 9/26/1959.

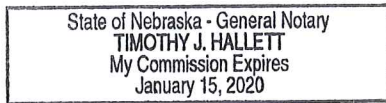
My address is 11208 John Galt Blvd. Omaha NE 68137 US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County, State of Nebraska, on the 5 day of Oct., 20 18.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

**NOTARY BLOCK FOR CERTIFICATE OF INTERESTED PARTIES**



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Jablonski, Vice President of Finance, this the 5<sup>th</sup> day of October, 2018 to certify which, witness my hand and seal of office

Timothy J. Hallett  
Signature of officer administering oath

Timothy J. Hallett  
Printed name of officer administering oath

Notary  
Title of officer administering oath

TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, Richard J. Jablonski (Person name), the undersigned representative of (Company or Business name) Election Systems & Software, LLC


(hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

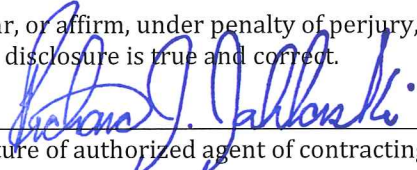
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

  
Signature  
Vice President of Finance  
Title


Richard J. Jablonski  
Printed Name  
10-05-2018  
Date

AFFIX NOTARY STAMP / SEAL ABOVE



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.  
  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard Jablonski, this the 8<sup>th</sup> day of October, 20 18, to certify which, witness my hand and seal of office.

  
Signature of officer  
administering oath

Timothy J. Hallett  
Printed name of officer  
administering oath

Notary  
Title of officer  
administering oath

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Election Systems & Software, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 11208 John Galt Blvd.	Requester's name and address (optional)
	6 City, state, and ZIP code Omaha, NE 68137	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	7		0	6	1	7	5	6	7

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 10/5/2018
------------------	----------------------------	------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1083 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee* code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting* code on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the name as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(i). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."<sup>1</sup>

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(a)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 604 or described in section 4047

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>2</sup>	Generally, exempt payees 1 through 5 <sup>3</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 604 or described in section 4047(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN** in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, *Application for a Social Security Card*, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, *Application for IRS Individual Taxpayer Identification Number*, to apply for an ITIN, or Form SS-4, *Application for Employer Identification Number*, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on *Employer Identification Number (EIN) under Starting a Business*. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DEA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 2.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14038.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4050.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# ATTACHMENT A – EAC CERTIFICATION



United States Election Assistance Commission

## Certificate of Conformance

**ES&S EVS 5.2.4.0**



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

Product Name: EVS

Model or Version: 5.2.4.0

Name of VSTL: Pro V&V

EAC Certification Number: ESSEVS5240

Date Issued: June 5, 2018

*Executive Director*  
*U.S. Election Assistance Commission*

**Scope of Certification Attached**

**Manufacturer:** Election Systems & Software  
**System Name:** EVS 5.2.4.0  
**Certificate:** ESSEVS5240

**Laboratory:** Pro V&V  
**Standard:** VVSG 1.0 (2005)  
**Date:** June 5, 2018



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## Scope of Certification

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

### Significance of EAC Certification

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

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

### Representation of EAC Certification

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

### System Overview:

ES&S EVS 5.2.4.0 is comprised of the ExpressVote® Universal Voting System version 1.0 (ExpressVote 1.0), ExpressVote® (versions 2.1.0.0, and 2.1.2.0) Universal Voting System (ExpressVote 2.1), DS200® Precinct Digital Scanner and Tabulator (DS200), DS450® Central Count Digital Scanner and Tabulator (DS450), DS850® Central Count Digital Scanner and Tabulator (DS850), AutoMARK® Voter Assist Terminal (AutoMARK) versions A100, A200 & A300, Electionware® Election Management System (Electionware), Election Reporting Manager® (ERM), ES&S Event Log Service (ELS), Removable Media Service (RMS), ExpressVote Previewer and VAT Previewer.

- The ExpressVote is a universal vote capture device designed for all voters, with independent voter-verifiable paper record that is digitally scanned for tabulation. This

system combines paper-based voting with touch screen technology. The ExpressVote includes a mandatory vote summary screen that requires voters to confirm or revise selections prior to printing the summary of ballot selections using the internal thermal printer. Once printed, ES&S ballot scanners process the vote summary card. The ExpressVote can serve all voters, including those with special needs, allowing voters to cast ballots autonomously. ES&S has fully integrated the ExpressVote with the existing suite of ES&S voting system products.

- DS200 digital scanner is a paper ballot tabulator designed for use as a polling place scanner. After the voter makes their selections on their paper ballot, their ballot or vote summary card is inserted into the unit for immediate tabulation. Both sides of the ballot are scanned at the same time using a high-resolution image-scanning device that produces ballot images.
- The DS450 is a scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card. It can also handle folded ballots and can read ballots in any of four orientations. The DS450 sorts tabulated ballots into discrete output bins without interrupting scanning. Optionally, this device may be configured to transmit tabulation results to the results server through a closed network connection rather than using physically transported USB flash drives.
- The DS850 is a digital scan central ballot tabulator that uses cameras and imaging algorithms to capture voter selections on the front and back of a ballot, evaluate results and then sort ballots into discrete bins without interrupting scanning. A dedicated audit printer generates a continuous event log. Machine level reports are produced from a second, laser printer. The scanner saves voter selections and ballot images to an internal hard disk and exports results to a USB flash drive for processing with Election Reporting Manager. Optionally, this device may be configured to transmit tabulation results to the results server through a closed network connection rather than using physically transported USB flash drives.
- AutoMARK enables voters who are visually or physically impaired and voters more comfortable reading or hearing instructions and choices in an alternative language to privately mark optical scan ballots. The AutoMARK supports navigation through touchscreen, physical keypad or ADA support peripheral such as a sip and puff device or two-position switch.
- Electionware integrates the election administration functionality into a unified application. Its intended use is to define an election and create the resultant media files used by the ExpressVote, DS200, AutoMARK, DS450, DS850, and ERM. An integrated ballot viewer allows election officials to view the scanned ballot and captured ballot data side-by-side and produce ballot reports.
- ERM generates paper and electronic reports for election workers, candidates, and the media. Jurisdictions can use a separate ERM installation to display updated election totals on a monitor as ballot data is tabulated, and send the results reports directly to the media outlets. ERM supports accumulation and combination of ballot results data from all ES&S tabulators.
- ELS is a Windows Service that runs in the background of any active EMS software application to monitor the proper functioning of the Windows Event Viewer. The ELS

closes any active ES&S software application if the system detects the improper deactivation of the Windows Event Viewer.

- RMS is an application that runs in the background of the EMS client workstation and supports the installation and removal of election and results media.

The EVS 5.2.4.0 is a modified voting system configuration that includes upgrades to the components of the EVS 5.2.3.0 and introduces a new hardware version for the ExpressVote (versions 2.1.0.0 and 2.1.2.0). EVS 5.2.4.0 adds four new ExpressVote configuration options: Quad Express Cart, MXB ExpressVote Voting Booth, ExpressVote Single Table and ExpressVote Double Table. EVS 5.2.4.0 also adds a new ADA table configuration for the AutoMARK; provides security upgrades to third-party EMS COTS products; and contains minor enhancements to Electionware and ExpressVote.

### Mark Definition:

ES&S' declared level mark recognition for the DS200, DS450 and DS850 is a mark across the oval that is 0.02" long x 0.03" wide at any direction.

### Tested Marking Devices:

Bic Grip Roller Pen

### Language Capability:

EVS 5.2.4.0 supports English, Spanish, Chinese (Cantonese), Korean, Japanese and Bengali.

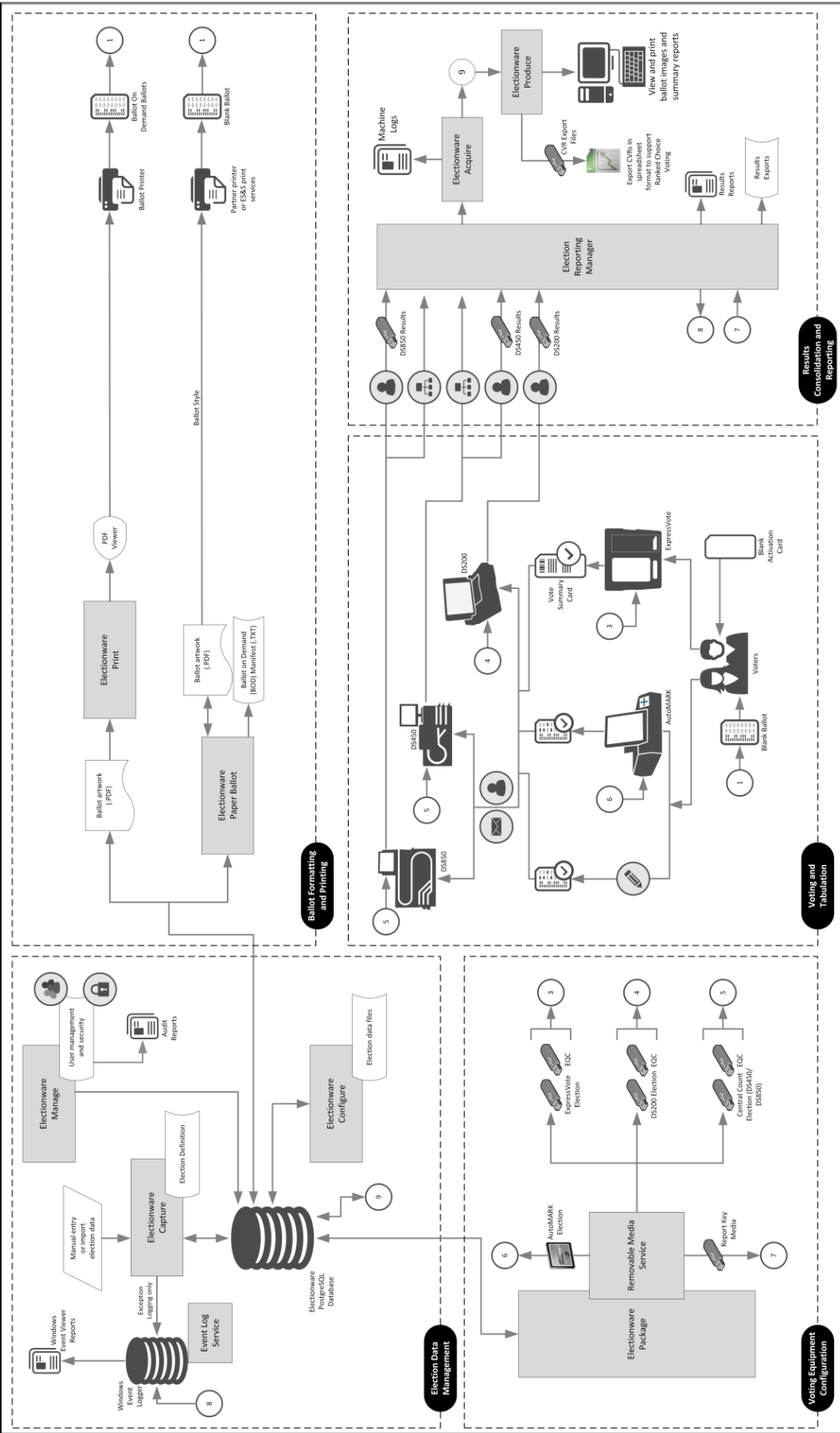
### Components Included:

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

System Component	Software or Firmware Version	Hardware Version	Operating System or COTS	Comments
ExpressVote HW 1.0	1.4.1.7	1.0		Universal Voting System
ExpressVote HW 2.1	2.4.2.0	2.1.0.0 2.1.2.0		Universal Voting System
ExpressVote Rolling Kiosk		98-00049		
ExpressVote Voting Booth		87001		Stationary Voting Booth
Quad Express Cart		41404		Portable Voting Booth
MXB ExpressVote Voting Booth		95000		Stationary Voting Booth
ExpressVote Single Table		87033		Voting Table for One Unit
ExpressVote Double Table		87032		Voting Table for Two Units
ADA Table		87031		Voting Table for One Unit
DS200	2.12.2.0	1.2.1, 1.2.3, 1.3		Precinct Count Tabulator

System Component	Software or Firmware Version	Hardware Version	Operating System or COTS	Comments
DS200 Ballot Box		1.2, 1.3, 1.4, 1.5		Plastic ballot box
DS200 Ballot Box		1.0, 1.1, 1.2		Metal ballot box
DS200 Ballot Box		98-00009		Collapsible Ballot Box
DS200 Tote Bin		00074		Tote Bin Ballot Box
DS450	3.0.0.0	1.0		Central Count Scanner and Tabulator
DS450 Cart		3002		
DS850	2.10.2.0	1.0		Central Count Scanner and Tabulator
DS850 Cart		6823		
AutoMARK A100	1.8.6.1	1.0		Ballot Marking Device
AutoMARK A200	1.8.6.1	1.1, 1.3		Ballot Marking Device
AutoMARK A300	1.8.6.1	1.3		Ballot Marking Device
AutoMARK Table		87033		
Electionware	4.7.1.4			
Election Reporting Manager (ERM)	8.12.1.1			
ES&S Event Log Service	1.5.5.0			
AutoMARK VAT Previewer	1.8.6.1			
ExpressVote Previewer	1.4.1.7 (1.0) 2.4.2.0 (2.1)			
Removable Media Service	1.4.5.0			
SecureSetup	2.0.0.1			Proprietary Hardening Script
EMS Server		Dell PowerEdge T710		
EMS Client Workstation		Dell Optiplex 980 or 5040		
EMS Client Workstation		Dell Latitude E6410		
EMS Standalone Workstation		Dell Latitude E6410		
Delkin: USB Flash Drive		512MB, 1 GB, 2 GB, 4 GB, 8 GB		Election and ballot definition media
Delkin: Validation USB Flash Drive		16 GB		Validation purposes only
Delkin: Compact Flash		1 GB		Election and ballot definition media
SanDisk: Compact Flash		512 MB, 1 GB, 2 GB		Election and ballot definition media
Delkin: CF Card Reader/Writer		6381		

System Component	Software or Firmware Version	Hardware Version	Operating System or COTS	Comments
SanDisk: CF Card Reader		018-6305		
Headphones		Avid 86002		
Zebra QR code scanner		DS457-SR20009		Integrated with Rolling Kiosk
Symbol QR Code scanner		DS9208		External
DS450 Report Printer		Dell S2810dn		Laser report printer
DS850 Report Printer		OKI B431dn & Oki B431d		Laser report printer
DS450 and DS850 Audit Printer		Oki Microline 420		Dot Matrix Printer
DS450 UPS		APC Back-UPS Pro 1500		
DS450 and DS850 Surge Protector		Tripp Lite Spike Cube		
DS850 UPS		APC Back-UPS RS 1500 or Pro 1500		
Adobe Acrobat Standard	11		COTS	
Cerberus FTP	9.0.3.1 (64-bit)		COTS	
Microsoft Server 2008	R2 w/ SP1		COTS	
Microsoft Windows 7 Professional	SP1 (64-bit)		COTS	
WSUS Microsoft Windows Offline Update Utility	11.1.1		COTS	
Micro Focus RM/COBOL Runtime	12.06		COTS	
Symantec Endpoint Protection	14.0.1_MP1		COTS	
Symantec Endpoint Protection Intelligent Updater	20180227-001-core3sdsv5i64.exe		COTS	File-Based Anti-Virus Protection
Symantec Endpoint Protection Intelligent Updater	20180226-040-IPS_IU_SEP_14RU1.exe		COTS	Network-Based Anti-Virus Protection
Symantec Endpoint Protection Intelligent Updater	20180225-001-SONAR_IU_SEP.exe		COTS	Behavior-Based Anti-Virus Protection



## System Limitations

This table depicts the limits the system has been tested and certified to meet.

System Characteristic	Boundary or Limitation		Limiting Component
Max. precincts allowed in an election	9,900		ERM
Max. count for any precinct element	500,000 (99,900 from any tabulator media)		ERM report (ERM results import)
Max. candidates allowed per election	Depends on election content (limited by 21,000 maximum counters)		ERM
Max. contests allowed in an election	Depends on election content (limited by 21,000 maximum counters)		ERM
Max. counters allowed per precinct	Limits candidates and contests assigned to a precinct to 1,000		ERM
Max. contests allowed per ballot style	200 or number of positions on ballot		N/A
Max. candidates (ballot choices) allowed per contest	175		ERM (database create)
Max. number of parties allowed	General election: 75 Primary election: 20 (including nonpartisan party)		ERM (database create)
Max. 'vote for' per contest	98		ERM (database create)
Ballot formats	All paper ballots used in an election must be the same size and contain the number of response rows.		Ballot scanning equipment
Max. Ballot Styles	9,900		ERM
Max. District Types/Groups	20		ERM
Max. districts of a given type	40		ERM
Supported Languages	<ul style="list-style-type: none"> <li>English</li> <li>Spanish</li> <li>Chinese (Cantonese)</li> </ul>	<ul style="list-style-type: none"> <li>Korean</li> <li>Japanese</li> <li>Bengali</li> </ul>	System Configuration

## Component Limitations:

### Paper Ballot Limitations

1. The paper ballot code channel, which is the series of black boxes that appear between the timing track and ballot contents, limits the number of available ballot variations depending on how a jurisdiction uses this code to differentiate ballots. The code can be used to differentiate ballots using three different fields defined as: Sequence (available codes 1-26,839), Type (available codes 1-30) or Split (available codes 1-40).
2. If Sequence is used as a ballot style ID, it must be unique election-wide and the Split code will always be 1. In this case the practical style limit would be 26,000.

### ExpressVote

1. ExpressVote capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting system. For this reason, Election Management System and ballot tabulator limitations define the boundaries and capabilities of the ExpressVote system as the maximum capacities of the ES&S ExpressVote are never approached during testing.

### DS200

1. The ES&S DS200 configured for an early vote station does not support precinct level results reporting. An election summary report of tabulated vote totals is supported.
2. The DS200 storage limitation for write-in ballot images is 3,600 images. Each ballot image includes a single ballot face, or one side of one page.
3. Write-in image review requires a minimum 1GB of onboard RAM.
4. To successfully use the Write-In Report, ballots must span at least three vertical columns. Using two columns or fewer results in the write-in area being too large to print on the report tape.

### AUTOMARK Voter Assist Terminal

1. ES&S AutoMARK capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting system. For this reason, Election Management System and ballot tabulator limitations define the boundaries and capabilities of the AutoMARK system as the maximum capacities of the ES&S AutoMARK are never approached during testing.

### Electionware

1. Electionware capacities exceed the boundaries and limitations documented for ES&S voting equipment and election reporting software. For this reason, ERM and ballot tabulator limitations define the boundaries and capabilities of Electionware system.
2. Limits were calculated using default text sizes for ballot and report elements. Some uses and conditions, such as magnified ballot views or combining elements on printed media or ballot displays, may result in limits lower than those listed. Check printed media and displays before finalizing the election.
3. The Electionware Export Ballot Images function is limited to 250 districts per export.
4. Special characters are not supported and may not appear properly when viewed on equipment displays or reports.
5. Electionware cannot display more than 30,000 images when filtering ballot images for display. Employ one or more filters to ensure that the number of ballots viewed is less than 30,000.

## Election Reporting Manager (ERM)

1. Election Reporting Manager requires a minimum monitor screen resolution of 800x600.
2. ERM Database Create allows 1,600 Precincts per Ballot Style.
3. There is a limit of 3,510 precincts in the precincts counted/not counted display.
4. There is a limit of 3,000 precincts in the precincts counted/not counted scrolling display.
5. Contest/Precinct selection pop up display limited to 3,000 contests/precincts.
6. Non-English characters are not supported in ERM. This has to do with the creation of the XML results file out of ERM.
7. ERM's maximum page size for reports is 5,000 pages.

## Functionality

### 2005 VVSG Supported Functionality Declaration

Feature/Characteristic	Yes/No	Comment
Voter Verified Paper Audit Trails		
VVPAT	No	
Accessibility		
Forward Approach	Yes	
Parallel (Side) Approach	Yes	
Closed Primary		
Primary: Closed	Yes	
Open Primary		
Primary: Open Standard (provide definition of how supported)	Yes	
Primary: Open Blanket (provide definition of how supported)	No	
Partisan & Non-Partisan:		
Partisan & Non-Partisan: Vote for 1 of N race	Yes	
Partisan & Non-Partisan: Multi-member ("vote for N of M") board races	Yes	
Partisan & Non-Partisan: "vote for 1" race with a single candidate and write-in voting	Yes	
Partisan & Non-Partisan "vote for 1" race with no declared candidates and write-in voting	Yes	
Write-In Voting:		
Write-in Voting: System default is a voting position identified for write-ins.	Yes	
Write-in Voting: Without selecting a write in position.	Yes	
Write-in: With No Declared Candidates	Yes	
Write-in: Identification of write-ins for resolution at central count	Yes	
Primary Presidential Delegation Nominations & Slates:		
Primary Presidential Delegation Nominations: Displayed delegate slates for each presidential party	No	
Slate & Group Voting: one selection votes the slate.	No	
Ballot Rotation:		
Rotation of Names within an Office; define all supported rotation methods for location on the ballot and vote tabulation/reporting	Yes	
Straight Party Voting:		
Straight Party: A single selection for partisan races in a general election	Yes	
Straight Party: Vote for each candidate individually	Yes	

Feature/Characteristic	Yes/No	Comment
Straight Party: Modify straight party selections with crossover votes	Yes	
Straight Party: A race without a candidate for one party	Yes	
Straight Party: N of M race (where "N">1)	Yes	
Straight Party: Excludes a partisan contest from the straight party selection	Yes	
Cross-Party Endorsement:		
Cross party endorsements, multiple parties endorse one candidate.	Yes	
Split Precincts:		
Split Precincts: Multiple ballot styles	Yes	
Split Precincts: P & M system support splits with correct contests and ballot identification of each split	Yes	
Split Precincts: DRE matches voter to all applicable races.	No	
Split Precincts: Reporting of voter counts (# of voters) to the precinct split level; Reporting of vote totals is to the precinct level	Yes	It is possible to list the number of voters.
Vote N of M:		
Vote for N of M: Counts each selected candidate, if the maximum is not exceeded.	Yes	
Vote for N of M: Invalidates all candidates in an overvote (paper)	Yes	
Recall Issues, with options:		
Recall Issues with Options: Simple Yes/No with separate race/election. (Vote Yes or No Question)	No	
Recall Issues with Options: Retain is the first option, Replacement candidate for the second or more options (Vote 1 of M)	No	
Recall Issues with Options: Two contests with access to a second contest conditional upon a specific vote in contest one. (Must vote Yes to vote in 2 <sup>nd</sup> contest.)	No	
Recall Issues with Options: Two contests with access to a second contest conditional upon any vote in contest one. (Must vote Yes to vote in 2 <sup>nd</sup> contest.)	No	
Cumulative Voting		
Cumulative Voting: Voters are permitted to cast, as many votes as there are seats to be filled for one or more candidates. Voters are not limited to giving only one vote to a candidate. Instead, they can put multiple votes on one or more candidate.	No	
Ranked Order Voting		
Ranked Order Voting: Voters can write in a ranked vote.	No	
Ranked Order Voting: A ballot stops being counting when all ranked choices have been eliminated	No	
Ranked Order Voting: A ballot with a skipped rank counts the vote for the next rank.	No	

Feature/Characteristic	Yes/No	Comment
Ranked Order Voting: Voters rank candidates in a contest in order of choice. A candidate receiving a majority of the first choice votes wins. If no candidate receives a majority of first choice votes, the last place candidate is deleted, each ballot cast for the deleted candidate counts for the second choice candidate listed on the ballot. The process of eliminating the last place candidate and recounting the ballots continues until one candidate receives a majority of the vote	No	
Ranked Order Voting: A ballot with two choices ranked the same, stops being counted at the point of two similarly ranked choices.	No	
Ranked Order Voting: The total number of votes for two or more candidates with the least votes is less than the votes of the candidate with the next highest number of votes, the candidates with the least votes are eliminated simultaneously and their votes transferred to the next-ranked continuing candidate.	No	
Provisional or Challenged Ballots		
Provisional/Challenged Ballots: A voted provisional ballots is identified but not included in the tabulation, but can be added in the central count.	Yes	
Provisional/Challenged Ballots: A voted provisional ballots is included in the tabulation, but is identified and can be subtracted in the central count	Yes	
Provisional/Challenged Ballots: Provisional ballots maintain the secrecy of the ballot.	Yes	
Overvotes (must support for specific type of voting system)		
Overvotes: P & M: Overvote invalidates the vote. Define how overvotes are counted.	Yes	
Overvotes: DRE: Prevented from or requires correction of overvoting.	No	
Overvotes: If a system does not prevent overvotes, it must count them. Define how overvotes are counted.	Yes	
Overvotes: DRE systems that provide a method to data enter absentee votes must account for overvotes.	No	
Undervotes		
Undervotes: System counts undervotes cast for accounting purposes	Yes	
Blank Ballots		
Totally Blank Ballots: Any blank ballot alert is tested.	Yes	
Totally Blank Ballots: If blank ballots are not immediately processed, there must be a provision to recognize and accept them	Yes	
Totally Blank Ballots: If operators can access a blank ballot, there must be a provision for resolution.	Yes	
Networking		
Wide Area Network – Use of Modems	No	
Wide Area Network – Use of Wireless	No	
Local Area Network – Use of TCP/IP	No	
Local Area Network – Use of Infrared	No	
Local Area Network – Use of Wireless	No	
FIPS 140-2 validated cryptographic module	Yes	
Used as (if applicable):		

Feature/Characteristic	Yes/No	Comment
Precinct counting device	Yes	DS200
Central counting device	Yes	DS450 and/or DS850

### Baseline Certification Engineering Change Order's (ECO)

There are not any ECO's certified with the voting system.

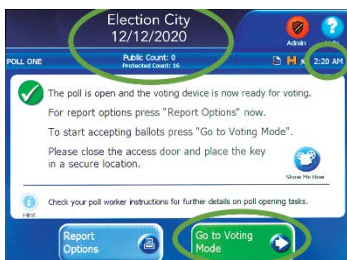
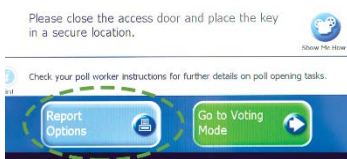
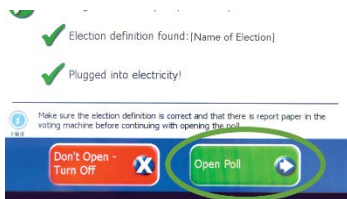
# ATTACHMENT B – POLL OPENING AND CLOSING PROCEDURES

**CONFIDENTIAL**

# DS200 Open Procedures CONFIDENTIAL



Before you begin, be sure you have the Election Code, barrel key and ballot box key.



1. Using the ballot box key, unlock the back door and plug in the power cord. Using the ballot box key, unlock and confirm the auxiliary and main ballot compartments are empty. Lock the auxiliary and main ballot compartments.

2. Using the ballot box key, unlock and open the ballot box lid. Using the barrel key, unlock and gently lift the screen. The DS200 will power up automatically.  
*Note: If the DS200 does not power up upon lifting the screen, use the barrel key to unlock the left side access door and press the Power button.*

3. Using the barrel key, unlock and open the left side access door and insert the Election Definition flash drive. When prompted, enter the Election Code.

4. The Configuration Report will automatically print. Green check marks will confirm that the Election Definition is found, and that the unit is connected to power. Then touch **Open Poll**.  
*Note: If the Election Definition shows "not found" and doesn't have a green check mark, make sure the Election Definition flash drive is pushed in all the way.*

5. Status and Zero Totals reports will automatically print. If you need to print additional reports, or a report does not print correctly, touch **Report Options**.  
*Note: Follow your procedures for securely handling the Zero Totals report.*

6. Confirm the Public Count is zero.  
*Note: Call Election Central for assistance if Public Count is not zero. Confirm the date, time, election and poll names are correct. Touch **Go to Voting Mode**.*

The DS200 is now open.

\*\*\*DISCLAIMER: These procedures are guidelines. Any requirements outlined by the jurisdiction must be followed.

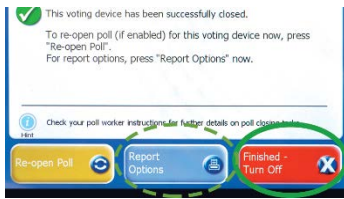
# DS200 Close Procedures

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Before you begin, be sure you have the Election Code, barrel key and ballot box key.

If applicable, check the auxiliary ballot compartment for ballots, and follow your jurisdiction's rules on handling those ballots.



1. Using the barrel key, unlock the left side access door and press the **Close Poll** button. It will blink red.  
On screen, touch **Close Poll**.  
Close and lock the left side access door.
2. Depending on the configuration of the Election Definition flash drive inserted, Voting and Write-In Results may automatically print.  
If you need to print additional reports, touch **Report Options**.  
Touch **Finished - Turn Off** after reports are done printing.
3. Using the barrel key, unlock the left side access door.  
The power button will change from green to red.  
When it is no longer lit, remove the Election Definition flash drive and lock left side access door.  
*Note: Do not remove the Election Definition flash drive when the power button is still lit.*
4. Follow your procedures to securely store the Election Definition flash drive and any printed reports.
5. Unplug and return the power cord.  
Using the ballot box key, close and lock the back door.  
Close the screen and using the ballot box key, lock the ballot box lid.

The DS200 is now closed.

\*\*\*DISCLAIMER: These procedures are guidelines. Any requirements outlined by the jurisdiction must be followed.

# ExpressVote Marker Open Procedures



Before you begin, be sure you have the barrel key and Election Code.

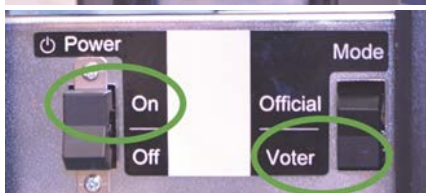
**CONFIDENTIAL**



1. Plug in the ExpressVote power cord.



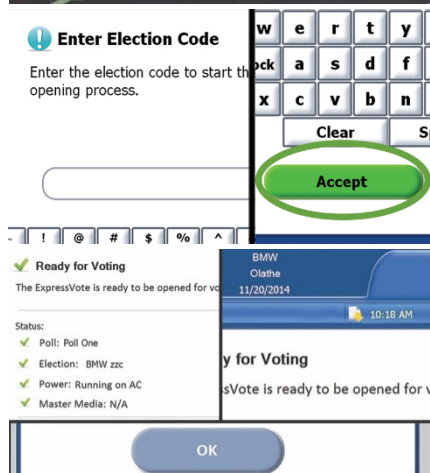
2. Using the barrel key, open the left side access door and verify the Election Definition flash drive is plugged in.



3. Flip the Power Switch to **On** and flip the Mode Switch to **Voter**.  
Note: The system startup can take several minutes.



4. For accessible voting, plug in ADA accessories. The keypad plugs into the left side access compartment and headphones on the front of the unit.  
Note: Be sure to close and lock the compartment.



5. Enter the Election Code when prompted.  
Then touch **Accept**.

6. Green check marks will confirm that the unit is plugged into power and the election and poll names are accurate.  
Confirm the date and time are correct at the top of the screen.  
Then touch **OK** to display the Voter Welcome Screen.

The ExpressVote is now open.

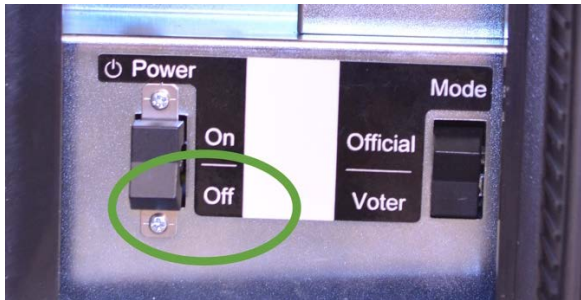
\*\*\*DISCLAIMER: These procedures are guidelines. Any requirements outlined by the jurisdiction must be followed.

# ExpressVote Marker Close Procedures



Before you begin, be sure you have the barrel key.

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1. Using the barrel key, open the left side access compartment and flip the Power Switch to **Off**.



2. Unplug the unit, and if applicable, unplug any ADA accessories.  
Note: *Be sure to close and re-lock the compartment.*  
Return the unit and ADA accessories to the soft-sided case.

The ExpressVote is now closed.

\*\*\*DISCLAIMER: These procedures are guidelines. Any requirements outlined by the jurisdiction must be followed.

# ATTACHMENT C – ADA REVIEW

# The following section contains articles, press releases and comments from real voters.

Voting Accessibility | Dec 06, 2016 | By: Patrick Leahy

**An U.S. Election Assistance Commission blog written by EAC Senior Advisor Patrick Leahy about the importance of accessibility for Voters with Disabilities.**

More than 35 million Americans with disabilities were eligible to vote in the 2016 Presidential Election. On November 8th, millions of these Americans exercised their right to vote and found that, because of the great strides we have made in recent years that they could do so with relative ease and dignity. However, despite vast improvement, many did not have this experience.

The U.S. Election Assistance Commission (EAC) wants to hear from voters with disabilities about their stories on Election Day. Please email us at: [listen@eac.gov](mailto:listen@eac.gov). Send us the good or the bad: we would like your feedback.

Here is an email we received from Jeanette McAllister of Franklin City, Virginia about her positive experience using an EAC certified machine:

"I just had the most WONDERFUL experience. I am totally blind and I voted myself in the November general election! I tested/ voted on the new accessible voting machines during the primary – but that feeling cannot even begin to compare with how I feel this morning. I was in tears by the time I left the polling station – for the first time in years I VOTED without assistance.

To the manufacturers and trainers of the accessible voting machines, THANK YOU! Because of you I have the capability of exercising my rights as a US Citizen. To the poll workers in Franklin, Virginia, THANK YOU! Because of you, I can vote right along my sighted peers without feeling "frowned" upon. I am now an equal.

Thank you Franklin, Virginia!

*(Note: My husband said I was "skipping" down the sidewalk this morning with my Guide Dog, Hannah – I was so excited!)."*

# EXPRESSVOTE GETS PUT TO THE TEST

Blindbargains.com Tested Three Modern Voting Machines for Accessibility

*Recently the Michigan Bureau of Elections held a Mock Election, allowing testers and poll workers to use voting systems from three different vendors, including our ExpressVote, designed for both voters with disabilities and voters without. One of the testers, J.J. Meddaugh with Blindbargains.com tested all the offerings, concluding that the ExpressVote was the best choice of the group being the only one he would recommend in its current form. For more details about each voting system Mr. Meddaugh experienced read a summary of his article below.*

## Dominion ImageCast Democracy Suite

The voting system from Dominion included an accessible keypad, touchscreen and a printer for paper ballots. Initial set-up of the machine required the use of a digital programming card which included information to load and verify the ballot. While I was able to insert the card, several set-up steps needed to be performed by a poll worker. Among these were choice of language, and the screen privacy guard option, which allows a voter to turn off the visual screen output. It's worth noting that this is the only machine which does not allow the voter to change this setting after initial set-up.

Once speech was finally available, I was presented with initial instructions read by Google's Android text-to-speech voice and an options menu which allowed me to change volume, speech rate and visual display options. Unfortunately, the maximum volume was not loud enough for a noisy room, and the fastest speech rate was less than what is available on Android and too slow for an advanced speech user.

The keypad features buttons in various shapes which can be readily identified. Left and right arrows are on the left side while up and down arrows are on the right. There is a large X in the center which is used for selection. Dedicated buttons to adjust the volume and speech rate are found near the top. All buttons have braille labels near them, though the layout of the keys often made the placement of the braille labels confusing. The design choice to place the two sets of arrows far away from each other is perplexing at best.

The machine was plagued by user interface issues, often requiring the voter to press several key presses to accomplish a simple task. For example, when reviewing a ballot, if the user wanted to change a vote from NO to Yes, no less than 9 key presses were required to accomplish this task. In addition, the function of the right and down arrows are duplicated, as well as the up and left arrows. I was told this was done because of the needs of low vision users, but it made the navigation of the ballot needlessly time-consuming and complicated. Often, help and tutorial messages were spoken before important content, such as when speaking the name of an entered write-in candidate.

Another issue arose when speaking the names of the candidates and ballot proposal language. This information was spoken using the Cepstral text-to-speech engine, with the recordings in a much lower quality and volume than the rest of the speech feedback. Using the same text-to-speech voice throughout the system would be ideal. Care also needs to be taken when speaking the titles of ballot proposals and other items. The word millage, a common election term, was mispronounced.

Help information was given throughout the process, and presented in the manner of screen reader hints. Speech could be easily interrupted if the user chose to not listen to the help information.

While I was able to complete and print my ballot, I'm hard-pressed to recommend this system in its current form. That being said, many of the issues identified are software-based and could be fixed using a firmware update.

---

## Hart InterCivic Verity Touch Writer

Hart InterCivic calls their Verity system “The Future of Elections”. To be completely blunt, if this is the case, I’m worried for the state of accessible voting equipment.

Set-up involved the poll worker entering in a code to load the appropriate ballot using the touch-screen. This process did not include speech feedback and was not accessible. Once the ballot was loaded, pre recorded instructions in a male voice were spoken through the headset.

The accessible keypad includes two buttons (Select and Help), and a dial called the Move Wheel which can be turned using the thumb. The dial emulates arrow keys and allows the user to go through menus while the Select button locks in the current choice. The use of only three controls was an intentional design choice, but it quickly became limiting when attempting to efficiently navigate the screen.

The initial screen included a menu to adjust audio settings including volume and speech rate. To adjust the volume, one must select the raise or lower options and then press select for the new volume level to take effect. This is the only machine of the

three tested which did not include dedicated volume and speed controls, which presents a hassle if one wants to make adjustments during the voting process. Only three speech rates were available, with the fastest option still quite slow for advanced users. In addition, since human speech is used throughout the process, the faster speech level resulted in choppiness and audio artifacts which made it more difficult to understand the recorded prompts.

I did not complete my ballot with this machine because of one major reason...HORRENDOUS LAG. Users of electronic devices may often become frustrated when it takes a quarter second or more to hear audio feedback after pressing a button. When using the Move dial on the Verity, it often took 3 or 4 seconds for any feedback to be given after the dial was turned. In addition, after pressing the Help button, it was often difficult or impossible to interrupt the instructional message and return to the previous screen.

After spending about 10 minutes with the machine and still working on my first ballot selection of 23 contests, my frustration level reached a point where I had completely lost interest in completing my ballot.

---

## ES&S ExpressVote

With my faith in modern voting technology quickly running out, I moved to the last of the machines, The ExpressVote from Election Systems & Software. ES&S purchased the assets of the former AutoMARK system, and the design of this model takes many cues from the previous version, which is a good thing.

I walked up to the machine and inserted my paper ballot into the reader, which immediately caused speech feedback to begin. No intervention was necessary from the election workers.

The keypad includes a rocker button for Volume labeled VOL in braille and another for voice speed labeled TPO for tempo. To the left of this is a five-way navigation pad with a select button in the center. A button to turn on and off screen input can be found near

the top. Beeps are heard when buttons are pressed, and speech feedback is given within a quarter second. A more modern male voice is used on this model, as opposed to Eloquence speech on the AutoMARK, but it was clear and easily understood.

For those familiar with the AutoMARK, the voting process was nearly identical. Up and down arrows are used to move through ballot choices, and right and left arrows move between contests. For new users, contextual help information is given as hints. Warnings are given if a ballot question is skipped without the appropriate number of votes or if a user attempts to vote for too many candidates in a contest. Overall, I completed my 23-question ballot in about 5 minutes.

## CONCLUSION

Of the three systems tested , the ExpressVote is the only one I am comfortable recommending in its current form. Set-up was achieved independently by the voter, prompts were spoken efficiently, and a ballot could be completed using the fewest number of key presses.

# *Utah Council of the Blind*

P.O. Box 1415

Bountiful, Utah 84011-1514

Phone: (801) 292-1156 · Fax: (801) 292-6046

E-mail: lgertsch@comcast.net

August 1, 2017

To whom it may concern:

After reviewing all aspects of the “Expressvote” Universal voting Machine, it has been unanimously elected as the “voting machine” of the future by blind and visually impaired Utahans. Under the direction of the Utah Council of the Blind (UCB), and the Utah State Division of Services for the blind and Visually Impaired (DSBVI) the machine has been thoroughly tested by blind and visually impaired people who hope to be using a machine at future elections. The machine is a great improvement from the voting machines of the past. It is simple to use, it is well marked for both people who are blind and have low vision. It is also adapted for all other disabilities. It is compact and easily transported. All voters can use it without having to resort to separate machines. Training in its use is simple for both the voting clerks and the voter. The blind community looks forward to using this fine piece of accessible equipment at the next election.

Sincerely,

Leslie H. Gertsch  
Executive director  
Utah Council of the Blind

# ATTACHMENT D – TEXAS CERTIFICATION

# The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.texas.gov](http://www.sos.texas.gov)  
[www.votetexas.gov](http://www.votetexas.gov)



Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Rolando B. Pablos  
Secretary of State

## REPORT OF REVIEW OF ES&S EVS 5.2.4.0, ExpressVote, and AutoMARK

### PRELIMINARY STATEMENT

On July 10th, 2018, Election Systems & Software (the "Vendor") presented EVS 5.2.4.0 Voting System, ExpressVote and AutoMARK for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Mr. Tim Juro, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems; and
2. Mr. John Ellis, an employee of the Texas Attorney General.

On July 10th, 2018, all examiners were present and witnessed the installation of the EVS 5.2.4.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Mr. Juro examined the accessibility components of the ExpressVote ballot marking device. Also, Ms. Krystine Ramon and Ms. Allison Fick, staff attorneys with the Office, reviewed the accessibility components of the ExpressVote.

After the accessibility review, the Vendor demonstrated the system, answered questions presented by the examiners, and test ballots were then processed on each voting device. The results were accumulated and later verified for accuracy by the Secretary of State staff. Each examiner attended.

Other members of the Office of the Texas Secretary of State's Elections Division staff were present at various points during the examination. Examiner reports on the system are attached hereto and incorporated herein by this reference.

On August 17, 2018, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

## **BRIEF DESCRIPTION OF EVS 5.2.4.0, EXPRESSVOTE, AND AUTOMARK**

The EVS 5.2.4.0 Voting System (together with the AutoMark and ExpressVote) contains components in previous version(s) of EVS that the Secretary of State certified on December 15, 2016 and/or July 28, 2017. This certification exam was the result of hardware modifications to the ExpressVote component. These modifications necessitated revisions to the system's software and firmware.

EVS 5.2.4.0 (together with AutoMARK and ExpressVote) has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). It has received Elections Assistance Commission (EAC) # ESSEVS5240 on June 5, 2018.

The components of EVS 5.2.4.0 (together with the AutoMARK and ExpressVote) are as follows:

<b>Component</b>	<b>Version</b>	<b>Description</b>
ElectionWare	4.7.1.4	Database system that allows jurisdictions to code, layout paper ballots, and burn media.
Event Log Service	1.5.5.0	Background function that monitors the functioning of Windows Event Viewer
Express Vote 1.0 Previewer	1.4.1.7	Allows user to preview screen and layout and audio for ExpressVote
ExpressVote 2.1 Previewer	2.4.2.0	Allows user to preview screen and layout and audio for ExpressVote
Removable Media Service	1.4.5.0	Supports Installation and removal of election and results media
ExpressVote HW 1.0	1.4.1.7	Accessible electronic ballot marker
ExpressVote HW Rev 2.1	2.4.2.0	Accessible electronic ballot marker and precinct scanner
Election Reporting Manager (ERM)	8.12.1.1	Database system that stores all of a jurisdiction's election information data
AutoMARK Voter Assist Terminal	1.8.6.1	Accessible electronic ballot marker
DS200 Precinct Scanner	2.12.2.0	Precinct Scanner and Tabulator
DS450 Central Scanner	3.0.0.0	Central Scanner and Tabulator
DS850 Central Scanner	2.10.2.0	Central Scanner and Tabulator

## **FINDINGS**

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and Texas voting system examiner reports.

The EVS 5.2.4.0 (together with ExpressVote and AutoMARK) meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 5.2.4.0, ExpressVote and AutoMARK components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and complies with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting;
10. Are capable of permitting straight-party voting; and
11. Are capable of providing records from which the operation of the system may be audited.

### CONDITIONS


During the examination of the systems and in previous examinations of the components, some examiners identified certain aspects of the systems they thought might be improved, though each examiner recommended certification notwithstanding these aspects. In addition, at least one examiner had raised a concern relating to a previous iteration of the system that may still be applicable here, but it can be adequately addressed through a condition imposed on certification. The condition on certification is as follows:

1. The DS200 has a portable ballot box with spaces for two locks. Pursuant to 85.032 of the Texas Election Code, this ballot box may not be used during early voting unless two different locks are affixed thereto, each with a different key. In addition, the Office has issued procedures to counties to address the transfer of voter ballots in the event there is a full ballot box.

### CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the EVS 5.2.4.0, ExpressVote and AutoMARK Voting Systems for use in elections in Texas, subject to the above condition.

Signed under my hand and seal of office, this 3rd day of October 2018.

  
VINCENT R. HOUSTON  
INTERIM DEPUTY SECRETARY OF STATE

# ATTACHMENT E – VVSG TDP BALLOT PAPER

**CONFIDENTIAL**

Contact ES&S Customer Service at 1-877-377-8683 with any questions or orders. Allow four weeks for delivery.

### 3.1.2 CountRight Specifications

**Table 3-1: Ballot Specifications**

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

**Table 3-2: Tolerances**

Band Width	8.5 in. (+.027, -.02)
Ballot Length	11, 14, 17, 19 in. (+/- 0.03)
Ink Density	1.15 to 1.25 wet ink density; 1.10 to 1.15 dry ink density
Oval Thickness	The printed oval line thickness must be within the range of 0.004 inches to 0.006 inches.

#### **Important**



The DS200, DS450, and DS850 can accommodate ExpressVote activation cards.

The DS200, DS450, and DS850 cannot read colored ballot stock.

Avoid using adhesive stickers or labels and avoid embossing or embellishing when printing ballots. Any technique that changes the caliper of the ballot stock will cause read errors during scanning.

# ATTACHMENT F – AUTO-ADJUDICATION



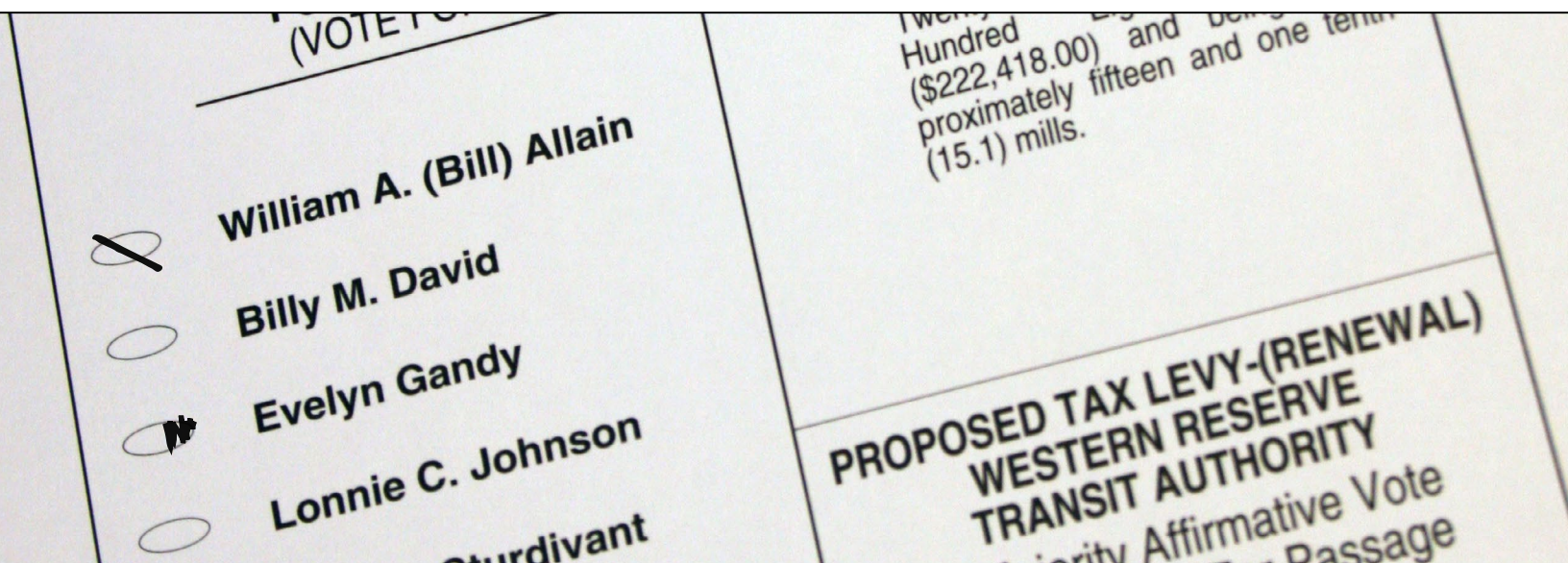
## RECOGNITION TECHNOLOGY

# AUTO-ADJUDICATION

### **PATENTED TECHNOLOGY THAT PROTECTS VOTER INTENT IN REAL-TIME.**

On Election Day, nothing is more frustrating than ballots that can't be read by a ballot scanner and tabulator, resulting in time-consuming review and manual adjudication. Incomplete voter marks, poorly printed ballots, and ballots entered into the tabulator in a skewed fashion commonly cause problems for election administrators.

ES&S patented Intelligent Mark Recognition (IMR™) and Positive Target Recognition and Compensation (PTRAC™) technology to solve this problem and programmed it into every DS200®, DS450® and DS850®. Both ensure even the most problematic ballots are read accurately, consistently and automatically, protecting voter intent and saving hours of time spent in review and manual adjudication. Our experience processing millions of ballots helped us create this software, enabling you to run elections with less added costs, while also reducing the potential for debate or controversy.



# Sophisticated technology to protect voter intent

## KEY FEATURES

### LIKE A HEAT SEEKING MISSILE

PTRAC's sophisticated image processing algorithms start by using the ballot's timing marks to quickly create an evaluation window where the oval for each contest is expected to be. Because ballots can skew, stretch, crumple, etc., we positively search for the ovals containing voter selections, moving the ballot image as necessary.

### PTRAC OVAL MASKING TECHNOLOGY



- 1 PTRAC performs a series of "hunting" steps, locating the oval exactly for a contest in the scanning window.



- 2 It then detects the exact center of the oval and adjusts the image.



- 3 The oval perimeter line is then digitally removed, leaving just the voter's marks.

Finding the exact center of the oval and removing the oval outline is crucial as many ballots can print irregularly. The scanner no longer has to compensate for ovals printed too thickly or thinly as the oval is "hidden" from the scanner, providing the best possible means to determine voter marks with extraordinary accuracy.

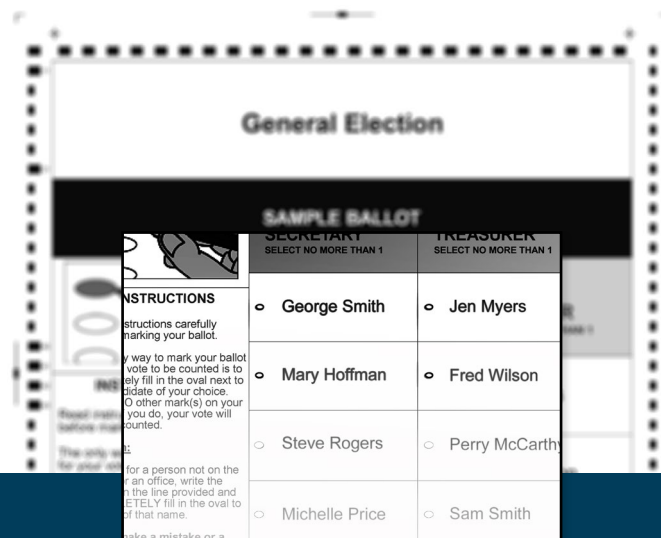
### LET THE SYSTEM DO THE WORK

Many primitive voting systems will require election administrators to "dial-in" the thresholds to compensate for ballot irregularities. Problems arise when ballots and scanners vary in different ways in the same election and no matter what you use for a threshold, you reject a large number of ballots.

IMR and PTRAC eliminate this guessing game, compensating for variations in both the printing and normal variations in the scanners imaging heads. In addition, you no longer have to print out ballots for manual adjudication with colored ovals that are difficult to see and expensive. The system leaves just the voter's marks visible — their intent now apparent for all.

### IMR RECOGNIZES REAL WORLD VOTER MARKS

IMR has the ability to recognize the most common non-traditional voter marks (such as X's, checkmarks, diagonal slashes and horizontal slashes). Since it considers not just pixel count, but also the shape of each mark, it can determine a pattern and the mark's intent, not getting fooled by inadvertent marks such as smudges or stains.



### CAN YOU GUESS THE CORRECT THRESHOLD?

Auto-adjudication takes the guesswork out of ballot scanning and tabulation.

# ATTACHMENT G – TRAINING PLAN

**CONFIDENTIAL**

## CONFIDENTIAL

# TRAINING PHILOSOPHY

## THE ES&S APPROACH TO ON-SITE TRAINING

Election Systems & Software understands that a successful transition to new election technology depends on more than executing a logistics plan. A key element to success is ensuring that you are empowered with the knowledge to administer the new system and carry out a trouble-free election. To make this transition successful, we emphasize training as a critical component of our overall implementation plan. Our training goal is to ensure a strong level of comfort and competency for your election staff and workers. ES&S is committed to maintaining our flexible approach in tailoring the right mix of products, training, support and service to your jurisdiction.

## TRAINING THE ES&S WAY

The ES&S curriculum is based on our decades of experience in implementing new voting systems. Our customized approach to training your election team anticipates the wide-range of skills needed to carry out a successful election. Our courses are tailored to specific audiences and incorporate a high degree of hands-on instruction and simulations, increasing the relevancy of every minute your election workers spend in the classroom.

## ES&S TRAINERS: EXPERIENCE THAT MATTERS

ES&S has carefully selected our training staff to provide the very best training experience for you and your election workers. We require all our personnel to be certified ES&S trainers, beginning with at least two years of experience as an instructor and continuing with customized product certification. Additionally, each of our training staff members has personally supported elections using ES&S voting equipment. Our trainers have first-hand knowledge of the challenges your election workers could face with their new equipment. We can anticipate your staff's concerns and appreciate the challenges of using a new voting system.

## ES&S' TRAINING PLAN

Introducing new technology presents unique challenges. Training is ES&S' primary concern in implementing a new voting system. ES&S measures the success of new equipment installations by the quantifiable way in which our clients can manage their unique election processes while using ES&S' systems. Our comprehensive, classroom-based training program promotes a strong level of competency for all intended users through training modules developed to provide your election team with the skills to perform necessary operations.

## ES&S CONTINUING EDUCATION & SUPPORT

The ES&S method aims at fully preparing election staff to ensure your autonomy in election operations while using our equipment. We understand your long-term needs may require a combination of continuing education courses and/or on-site support. These continuing education and site support needs from our experienced training team can be coordinated and tailored to meet your unique Election Commission requirements.

**CONFIDENTIAL****COURSE DESCRIPTIONS**

Course description	Course pre-requisite(s) and audience
<b>DS200 Operations Course</b>	
<b>Course Length – ½ Day</b>	
<p>This course introduces <b>election personnel</b> to the DS200 precinct scanner and tabulator. Successful participants gain the knowledge, skills, and abilities to operate the ES&amp;S DS200 precinct ballot tabulation system.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> <li>• In-depth overview of the DS200 tabulator, including hardware components, ballot boxes, setup, battery, and charging.</li> <li>• Pre-election preparation requirements.</li> <li>• Election Day operations, including opening and closing the polls for Early Voting and Election Day, scanning voted ballots, and transmission of election results.</li> <li>• Troubleshooting procedures.</li> </ul>	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p>Audience:</p> <ul style="list-style-type: none"> <li>• Election staff</li> </ul> <p>Number of Participants:</p> <ul style="list-style-type: none"> <li>• 1 - 20</li> </ul>
<b>ExpressVote BMD Operations Course</b>	
<b>Course Length – ½ Day</b>	
<p>This course introduces <b>election personnel</b> to the ES&amp;S ExpressVote Universal Voting System that is used to mark ballots. Successful participants gain the knowledge, skills and abilities to operate the ExpressVote system.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> <li>• In-depth overview of the ExpressVote, including hardware components, setup, battery, and charging.</li> <li>• Pre-election preparation requirements.</li> <li>• Election Day operations including marking the vote summary card and how the device meets usability and disability standards.</li> <li>• Troubleshooting procedures.</li> </ul>	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p>Audience:</p> <ul style="list-style-type: none"> <li>• Election staff</li> </ul> <p>Number of Participants:</p> <ul style="list-style-type: none"> <li>• 1 - 20</li> </ul>

**CONFIDENTIAL**

DS850 Operations Course	
Course Length – 1 Day	
<p>The ES&amp;S DS850 course gives <b>election personnel</b> a nuts and bolts introduction to the high-speed central scanner and tabulator. Covered topics include:</p> <ul style="list-style-type: none"> <li>• Overview of the machine</li> <li>• Cleaning the machine</li> <li>• Scanner setup and pre-Election Day testing</li> <li>• Printing reports</li> <li>• Election Day preparation</li> <li>• Scanning ballots</li> </ul>	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p>Audience:</p> <ul style="list-style-type: none"> <li>• Election staff</li> </ul> <p>Number of Participants:</p> <ul style="list-style-type: none"> <li>• 1 - 10</li> </ul>
Electionware Course	
Course Length – 4 ½ Days	
<p>This course of training will provide <b>election personnel</b> general knowledge of the ES&amp;S Electionware election management system. The participant will be able to design ballots, program election hardware and produce general election reports for a basic election.</p> <p>In these Electionware modules, the participant will gain the following knowledge, skills, and abilities:</p> <ul style="list-style-type: none"> <li>• Define - Build, maintain, and store all election-related information (i.e., precincts, districts, offices, candidates, referenda) in one database.</li> <li>• Design - Create an election ballot in both electronic and paper format.</li> <li>• Deliver - Program the election tabulation hardware with election-specific information.</li> <li>• Results - Generate and display customized election reports in paper or electronic formats, as well as view and manage ballot images captured from ES&amp;S tabulation hardware.</li> <li>• Manage - Manage user account and security access for the Electionware software.</li> </ul>	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p>Audience:</p> <ul style="list-style-type: none"> <li>• Coding staff</li> </ul> <p>Number of Participants:</p> <ul style="list-style-type: none"> <li>• 1 - 10</li> </ul>

**CONFIDENTIAL**

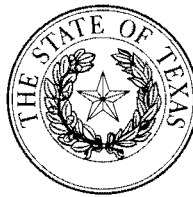
Balotar Operations Course	
Course Length – ½ Day	
<p>This course introduces <b>election personnel</b> to the Balotar Ballot-on-Demand system. Successful participants gain the knowledge, skills and abilities to operate the ES&amp;S Balotar system.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> <li>• In-depth overview of the Balotar BOD-system, including loading ballot-stock, changing consumables, and clearing jams.</li> <li>• Pre-election preparation requirements including obtaining needed printing consumables and working with ES&amp;S personnel to ensure that the system is set up correctly.</li> <li>• Pre-Election Day operations including operation of the Balotar-software and directions for printing single-ballots, batches of ballots, and duplicate ballots, as needed.</li> <li>• Troubleshooting procedures</li> </ul>	
<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p>Audience:</p> <ul style="list-style-type: none"> <li>• Election staff</li> </ul> <p>Number of Participants:</p> <ul style="list-style-type: none"> <li>• 1 - 10</li> </ul>	

# ATTACHMENT H - SYSTEM DOCUMENTATION

## **CONFIDENTIAL**

For System Documentation, please see the electronic copy of ES&S' response.

# ATTACHMENT I – PROOF OF TEXAS AUTHORIZATION TO TRANSACT BUSINESS



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for Election Systems & Software, LLC (file number 10263206), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on November 28, 1994.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 31, 2018.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

# ATTACHMENT J – SAMPLE AGREEMENT



11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101

# Sales Order Agreement

Customer Contact, Title: \_\_\_\_\_  
Customer Name: \_\_\_\_\_

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Type of Sale: ☐ NEW  
Type of Equip: ☐ NEW ☐ REFURBISHED

Bill To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Freight Billable: yes ☐ no ☐

Order Subtotal	\$ -
Discount	\$ -
Order Total	\$ -

\_\_\_\_\_  
Regional Sales Manager

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

# Sales Order Agreement

V.P. of Finance

Date

Title

Special Notes:

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year After Equipment Delivery

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

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

SEE GENERAL TERMS AND CONDITIONS

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

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

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

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

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

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

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

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

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

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

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

## 11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

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

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

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

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

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

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

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

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

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider: Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

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

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

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

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

**Schedule A1**  
**Pricing Summary**

<b><u>Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	
<b>Total Maintenance Fees for the Initial Term:</b>		
<b><u>Payment Terms:</u></b> ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		
<b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

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

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
<b>Total Maintenance Fees for the Coverage Period ***** through ***** or Year 1</b>				
<b>Total Maintenance Fees for the Coverage Period ***** through ***** or Year 2</b>				
<b>Total Maintenance Fees for the Coverage Period ***** through ***** or Year 3</b>				
<b>Total Hardware Maintenance Fees for the Initial Term</b>				

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

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

**Note 3: Customer's Designated Location:**

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

### **Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
  - Service performed by an ES&S trained and certified technician.
  - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
  - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of ES&S Equipment.

#### 5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

#### 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

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

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

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

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

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1</b>			
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2</b>			
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 3</b>			
<b>Total Software License, Maintenance and Support Fees for the Initial Term</b>			

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

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

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1</b>				

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2</b>				
<b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 3</b>				
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

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

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**ES&S EQUIPMENT AND ES&S SOFTWARE INSTALLATION  
DS200**

**Date:** \_\_\_\_\_ **Machine SN:** \_\_\_\_\_ **Certified Firmware:** \_\_\_\_\_

Visual Inspection:

- ☐ Ensure that there are no scratches or gouges on any part of the unit
- ☐ Verify that all labels are placed in their appropriate place and in their correct orientation
- ☐ Ensure the Printer paper roll is installed in the Printer.

Physical Inspection:

- ☐ Apply AC to Wall Power Adapter. Connect Wall Power Adapter to the back of the unit and press the "POWER" button.
- ☐ Observe the rear LED, located next to the Wall Power Adapter Cord Connector, if the LED is amber and blinking slowly this indicates that the Battery Pack is charging. If the LED is a solid green, the Battery Pack is completely charged.
  - Verify AC Plug Icon is present and does not have an "X" located in upper right corner of the screen.
- ☐ Enter the Touch Screen Calibration by pressing the "Close Polls" button for two seconds when prompted to do so at the Startup screen.
  - Touch the two circles (one in the Upper Left Corner and one in the Lower Right Corner of the screen) and then touch the "Save & Exit" button.
- ☐ Verify the **DS200 Firmware Version is** \_\_\_\_\_; **PMB is** \_\_\_\_\_; **Scanner is** \_\_\_\_\_ on Startup Printout.
- ☐ Insert the 512MB Flash Drive containing the BMW Demo Election in USB port B.
  - When the unit recognizes the 512MB Flash Drive w/ Demo Election, the Election Icon will go from having an "X" to a green ✓ mark on it.
- ☐ Check the date and time on the top portion of the display to ensure the date and time is correct.
  - If a change is needed, press the lower right arrow on the display screen then press the "go to admin button" and on the next screen enter the password.
  - Go to "systems settings", "date and time" and then press date or time and a keyboard will come up so you can make changes. Press the "enter key". You will go back to the original screen where you will press previous and here you will "accept new time."
- ☐ Press the "OPEN POLLS" button on the screen to scan the BMW Demo Ballots.
- ☐ Ensure that the test ballots scan in all four orientations.
- ☐ Insert the 2 Demo Ballots to check the Multi-Sheet Sensor. Two sheets should be rejected.
- ☐ Press and hold the "CLOSE POLLS" button for two seconds to close the polls.
- ☐ Verify that the Precinct Report Printout should read 4 ballots cast.
- ☐ Disconnect the Wall Power Adapter cord from unit.
  - Unit should continue to operate, and the X should appear over the AC icon.
- ☐ Re-connect Wall Power Supply cord
  - The X should disappear from the AC icon.
- ☐ Check Modem Operation. (If Unit is equipped with a Modem)
- ☐ Power down the unit by touching the "Shutdown" button on the Touch Screen.

- ☐ Verify that the Display switch operates correctly by completing the following:
  - With the Wall Power Adapter still connected to the unit, lower the Display to the closed position.
  - Raise the Display back to the opened position.
  - The unit should power back up.

**Note:** The Display switch will not operate if the Wall Power Supply cord has been removed.

- ☐ Verify all Locks and Doors have a smooth function and are locked.

**ES&S EQUIPMENT AND ES&S SOFTWARE INSTALLATION  
DS850**

**Date:** \_\_\_\_\_ **Machine SN:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Visual Inspection:

- ☐ Insure that there are no scratches, or gouges on any part of the unit
- ☐ Labels in correct location and orientation
- ☐ Printer paper roll installed

Physical Inspection:

- ☐ Power up on D/C
- ☐ **Firmware Version** \_\_\_\_\_ **Power Management** \_\_\_\_\_ **Scanner** \_\_\_\_\_
- ☐ Rear LED and Power Icon check when A/C applied
- ☐ Display switch operation
- ☐ Date and time
- ☐ Touch Screen Calibration
- ☐ Election Icon
- ☐ OPEN POLLS
- ☐ Ballots scan in all four orientations (DAC and All-Fill)
- ☐ Multi-Sheet Sensor.
- ☐ CLOSE POLLS
- ☐ Precinct Report Printout, verify results
- ☐ Power down by Shutdown button on screen
- ☐ Locks and Doors have a smooth function and are locked.

Inspector: \_\_\_\_\_

**ES&S EQUIPMENT AND ES&S SOFTWARE INSTALLATION  
EXPRESSVOTE**

**Date:** \_\_\_\_\_ (Format: mm/dd/yy)    **Machine SN:** \_\_\_\_\_    **Location:** \_\_\_\_\_

Visual Inspection:

- ☐ Confirm that there are no scratches, or gouges on any part of the unit
- ☐ Labels in correct location and orientation
- ☐ Verify that the battery is installed
- ☐ Inspect all fasteners and plastic parts

Setup:

- ☐ Place the ExpressVote on level surface.
- ☐ Connect to A/C power
- ☐ Unlock left side access door, flip power switch to ON position
- ☐ Connect navigation keypad to RJ port near power switch
- ☐ Insert USB stick containing the EQC data and enter code when prompted
- ☐ Insert USB stick containing sample Election Data and enter code when prompted.

Print Testing:

- ☐ Insert a ballot activation card and begin voting following instructions on screen
- ☐ Insert additional activation cards to test each ballot configuration in the election.
- ☐ Review printed card for complete, dark print
- ☐ Reinsert voted card and review summary to confirm scanner is working properly

Audio Testing:

- ☐ Plug in audio headset to listen to audio
- ☐ Verify audio can be heard throughout the voting process
- ☐ Use the triangular navigation buttons to navigate the ballot
- ☐ Press the Repeat key, Tempo and volume buttons to confirm all operations.
- ☐ Activate all buttons to confirm navigation keypad is fully operational

Inspector: \_\_\_\_\_

Attach printed paper records from ExpressVote to this checklist.

## ES&S EQUIPMENT AND ES&S SOFTWARE INSTALLATION

### CERTIFICATE OF COMPLETED ES&S EQUIPMENT AND ES&S SOFTWARE INSTALLATION

The undersigned do hereby certify that the ES&S Equipment listed below has been installed under the criteria specified in the Agreement. Serial Numbers of respective Equipment are attached.

<b>DS200 Units</b>	<b>DS850 Units</b>	<b>ExpressVote Units</b>
<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>
<u>Units Installed</u>	<u>Units Installed</u>	<u>Units Installed</u>

Firmware Version: \_\_\_\_\_

Customer: \_\_\_\_\_

Representative: \_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Signature)

ES&S  
Representative: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_