



**Item – 77a-d**  
**May 21, 2019**  
**Purchasing Department**

The Court hereby ordered and approved a motion approving a contract with Elections Systems and Software, LLC under a BuyBoard contract #542-17, for the purchase of election voting systems equipment and supplies with a one-year warranty, purchase of a one-year software license and containing an option to purchase licenses, maintenance and support on a yearly basis for an additional nine years; and approval of the appropriate budgetary amendment. (Record)

A motion was presented by County Commissioner Kevin A. Wolff, duly seconded by County Commissioner Tommy Calvert, which motion was voted on as follows: Commissioners S. Rodriguez, J. Rodriguez, Wolff, and Calvert voting “Aye”.

*County Judge Nelson W. Wolff returned to the meeting at this time.*

The Court hereby ordered and approved a motion denying to proceed with negotiations of a lease with Elections Systems and Software, LLC for additional scanners for 1 year. (Record)

A motion was presented by County Commissioner Kevin A. Wolff, duly seconded by County Commissioner Tommy Calvert, which motion was voted on as follows: Commissioners S. Rodriguez, J. Rodriguez, Wolff, Calvert, and Judge Wolff voting “Aye”.

The Court hereby ordered and approved a motion authorizing to evaluate purchase of peripheral equipment – including tables and carts – to support voting equipment. (Record)

A motion was presented by County Commissioner Tommy Calvert, duly seconded by County Commissioner Justin Rodriguez, which motion was voted on as follows: Commissioners S. Rodriguez, J. Rodriguez, Wolff, Calvert, and Judge Wolff voting “Aye”.

The Court hereby ordered and approved a motion approving 1) an interlocal contract with the Texas Department of Information Resources (DIR) to provide County with general access to DIR’s services, and 2) an agreement with DIR to offer managed security services to assess network security. (Record – Original Contract to be filed at a later date)

A motion was presented by County Commissioner Sergio “Chico” Rodriguez, duly seconded by County Commissioner Tommy Calvert, which motion was voted on as follows: Commissioners S. Rodriguez, J. Rodriguez, Wolff, Calvert, and Judge Wolff voting “Aye”.

*County Commissioners Tommy Calvert and Kevin A. Wolff left the meeting at this time.*



Item Number: 77 a-d  
(for Comm Ct use only)

## AGENDA COORDINATION FORM

### Bexar County Commissioners Court

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Type of Agenda Item (Choose one): Ceremonial <input type="checkbox"/> Special Presentation <input type="checkbox"/> Time Certain <input type="checkbox"/> Consent <input type="checkbox"/> Individual <input checked="" type="checkbox"/>			
Sponsoring		Elections Department/	
Office/Department: <u>Purchasing Department</u>	Recipient Agency / Individual Name: <u>Jacquelyn F. Callanen</u>		
Contact Person: <u>Patricia Torres, CTP</u>	Phone Number: <u>210-335-2291</u>	Court Date Requested: <u>May 21, 2019</u>	
Presenter: <u>Mary Quinones, CPPB</u>	Phone Number: <u>210-335-3634</u>	Deadline for Action: <u>May 21, 2019</u>	
Audio / Visual Presentation: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		PowerPoint? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
ADA Assistance Required (type): <u>N/A</u>			
Official/Department Head Signature: <u>Mary E Quinones</u>		Small, Minority, Women-owned Business Enterprise (SMWBE): Impact: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	

#### **CAPTION:**

Discussion and Appropriate action to:

- A. Approval of a contract with Elections Systems and Software, LLC under a BuyBoard contract #542-17, for the purchase of election voting systems equipment and supplies with a one-year warranty, purchase of a one-year software license and containing an option to purchase licenses, maintenance and support on a yearly basis for an additional nine years; and approval of the appropriate budgetary amendment;
- B. Authorization to proceed with negotiation of a lease with Elections Systems and Software, LLC for additional scanners for 1 year;
- C. Authorization to evaluate purchase of peripheral equipment—including tables and carts—to support voting equipment; and
- D. Approval of an: (1) an interlocal contract with Texas Department of Information Resources (DIR) to provide County with general access to DIR's services, and (2) approve an agreement with DIR to offer managed security services to assess network security.

**ESTIMATED PRESENTATION TIME:** 5 minutes

#### **BACKGROUND:**

A. At the direction of Commissioners Court on March 26, 2019, Staff negotiated contract fees, terms, and conditions for the purchase of Voting System Equipment and Supplies for the Elections Department with Elections Systems and Software, LLC (ES&S). The Voting System Equipment and Supplies will be bought using a Cooperative Purchasing Agreement through the BuyBoard Cooperative Program.

ES&S provides a federal and state certified voting unit, which will accommodate the verifiable paper trail type of ballot that current legislation is requesting be mandatory for the State in 2020.

A contract was negotiated as follows:

Equipment	\$10,259,150.00
Accessories	\$1,968,965.00
Installation, Training, Shipping	\$609,760.00
Software	\$64,295.00
Third Party equipment including servers and computers	\$61,898.00
Trade-In Allowance and Discounts	(\$1,377,342.00)
Hardware Discounts	(\$100,000.00)
Total	\$11,486,726.00

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Post Warranty License and Maintenance and Support Fees	\$664,080.00 annually for years 2 through 6 \$724,996 annually for years 7 through 10
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B. The following is for a lease of one year for the extra scanners to provide coverage until the voting centers are approved.

Lease Items for One Year	
Scanner (100 each), equipment installation	\$189,000 annually

C. The following is for peripheral equipment that will be bought open market to support the voting equipment:

Peripheral Equipment	Estimated Cost
Tables (800 Tables at \$49.99 each)	\$ 39,992
Carts (337 Carts at \$1,475 each)	\$497,075

D. DIR provides an Election Security Assessment funded by the Texas Secretary of State. Execution of an interlocal contract, including a Managed Security Services Agreement, with DIR is a prerequisite to obtaining an Election Security Assessment.

**RECOMMENDED MOTION:**

Discussion and Appropriate action to:

- A. Approval of a contract with Elections Systems and Software, LLC under a BuyBoard contract #542-17, for the purchase of election voting systems equipment and supplies with a one-year warranty, purchase of a one-year software license and containing an option to purchase licenses, maintenance and support on a yearly basis for an additional nine years; and approval of the appropriate budgetary amendment;
- B. Authorization to proceed with negotiation of a lease with Elections Systems and Software, LLC for additional scanners for 1 year;
- C. Authorization to evaluate purchase of peripheral equipment—including tables and carts—to support voting equipment; and

- D. Approval of an: (1) an interlocal contract with Texas Department of Information Resources (DIR) to provide County with general access to DIR's services, and (2) approve an agreement with DIR to offer managed security services to assess network security.

**FISCAL ASSESSMENT: APPLICABLE**

Yes ☒

No ☐

Fiscal Note ☐

1	Is this a revenue or expense?	Revenue <input type="checkbox"/>	Expense <input checked="" type="checkbox"/>
2	Dollar amount of revenue or expense associated with item?	Capital: \$12,023,793 Operational: \$189,000 (annual support fee will be in future years)	
3	Is this a budgeted revenue or expense?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4	Does this item require additional staff?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5	Will this increase your current budget?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6	Impact on future Budget? If Yes, Explain in Comments.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7	Current End-of-Year Expenditure Estimate-for impacted Object Code(s)?	Capital: \$12,023,793 Operational: \$189,000	
8	If an expense, what is the current Object Code budget amount?	Capital: \$12,023,793 Operational: \$300,000	
9	If an expense, are sufficient funds currently budgeted in the Object Code?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
10	If an expense, are sufficient funds currently budgeted in the Appropriation Unit?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
11	List impacted offices or departments or note if countywide:	Elections Department	
12	Fund number:	700 (CIP) 100 (General Fund)	
13	Org number and Agency Code:	Capital: 1100/54025 General Fund: 1100 – Elections	
14	Object Code number:	Capital: 1906401221100 General Fund: 52307 – Repairs & Maintenance – Computer Software	
15	If this is a grant, what is the estimated amount of program income?	N/A	
16	If this is a grant, what is the amount of Grantor funding?	N/A	
17	If this is a grant, what is the required County cash match?	N/A	
18	If this is a grant, what is the required County in-kind/allocation match?	N/A	
19	If this is a grant, was item approved by the Grant Review Committee?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20	<p>Comments: This item requests authorization to execute a delivery order with Elections Systems &amp; Software for the purchase of voting system equipment and supplies for the Elections Department. The total upfront cost of hardware, software, and implementation will be expensed the County's capital program. The cost for the associated machine transport carts and tables will also be expensed to the County's capital program. This is not a budgeted expense and will require a budgetary amendment to create the capital project. See attached budgetary amendment.</p> <p>Beyond the upfront capital costs, the County will occur an annual maintenance and support fee once the one-year warranty (which is included in the capital cost) expires. The annual maintenance and support costs for years 1 – 5 will be \$664,080 and for years 6 – 9, the annual cost will increase to \$724,996. The annual maintenance a support cost will first be incurred starting in FY 2019-20. Therefore, a budgetary transfer is not needed for this expense. However, funding for the first year of maintenance and support will need to be addressed in the FY 2019-20 Budget Process.</p> <p>Lastly, the County will incur a \$189,000 one-time cost to lease 100 extra ballot scanners to provide sufficient coverage in the short-term. This cost will be expensed in FY 2018-19. However, sufficient funding exists within the Elections General Fund budget for this expense.</p>		
21	Coordinated by: Patricia Torres, CTP Verified By: John Bownds 5/15/2019		

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# Bexar County

## REQUEST FOR BUDGET AMENDMENT

**Initiating Department:** Elections Department

**Request Number:** BA 19-028

This budgetary amendment provides \$11,486,726 in funding for the purchase of election voting system equipment and supplies from Elections Systems and Software, LLC (ES&S), as well as \$537,067 for machine transport carts and tables, for a total of \$12,023,793 in funding. On March 26, 2019, Commissioners Court directed the Purchasing Department to negotiate the fees and terms for the purchase of countywide voting system equipment and supplies for the Elections Department. The voting machines that ES&S provides are federal and state certified and will provide for a verified paper trail for ballots in anticipation that verified paper trails will be a legislative requirement for the 2020 election cycle. The quote from ES&S is \$11,486,726 and covers the cost of 2,500 ExpressVote ballot marking devices and related equipment, 258 Model DS200 ballot scanners and related equipment, 258 ExpressTouch curbside voting solutions and related equipment, required hardware accessories, required software, and implementation services. The \$537,067 will cover the cost of 337 machine transport carts and 800 tables, which will be purchased from separate vendors.

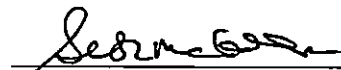
This budgetary amendment will create the capital project for the purchase of the voting equipment and fund the newly created project. The Budget & Finance Department, in conjunction with the Facilities Management Department, has identified available savings within the Adult Detention Center Annex Conversion project to fund this newly created project. The current budget for the ADC Annex Conversion Center project is \$68,685,118. After this budgetary amendment, the budget will be \$56,661,325.

<b>FROM:</b>	Company	700	Capital Improvement Fund	
Accounting Unit	Account	Activity	Acct. Unit Description	Transfer Amount
5022	54009	1605801085022	Adult Detention Center Annex Conversion	\$12,023,793
			<b>TOTAL:</b>	<b>\$12,023,793</b>
<b>TO:</b>	Company	700	Capital Improvement Fund	
Accounting Unit	Account	Activity	Acct. Unit Description	Transfer Amount
1100	54025	1906401221100	Elections Voting System Equipment	\$12,023,793
			<b>TOTAL:</b>	<b>\$12,023,793</b>

**Completed by:**

John Bownds, Senior Analyst

**Budget & Finance Director:**



**Commissioners Court Date:**

May 21, 2019

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STATE OF TEXAS  
  
COUNTY OF BEXAR

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§  
§  
§

VOTING SYSTEM  
AGREEMENT

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This agreement for voting system and services (the "Agreement") is made and entered into by and between the COUNTY OF BEXAR ("County"), a political subdivision of the State of Texas and ELECTION SYSTEMS & SOFTWARE, LLC ("ES&S"). County and ES&S shall individually be referred to as a "Party" or collectively be referred to as "the Parties." The effective date of this Agreement will be the date on which the latter of the two Parties sign the Agreement (the "Effective Date").

**RECITALS**

WHEREAS, County desires to obtain a complete voting system and related services ("Services");

WHEREAS, County is a member of the Texas Association of School Boards's BuyBoard Purchasing Cooperative—an administrative agency created under the Interlocal Cooperation Act to increase the purchasing power of government entities from select vendors—and pursuant to Texas Government Code 791.025(c), a purchase under the Interlocal Cooperation Act satisfies the requirement of County to seek competitive bids for the purchase of goods and services;

WHEREAS, ES&S is a vendor for the BuyBoard Purchasing Cooperative;

WHEREAS, ES&S has the ability and expertise, and any necessary license, qualifications and certifications to provide the Services; and

WHEREAS, County desires to engage ES&S to perform the Services;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledge here, the Parties agree as follows:

**ARTICLE I**  
**Purpose**

1.01 This Agreement concerns the purchase of ES&S' DS200 precinct scanner, DS450 central scanner, DS850 central scanner, ExpressTouch accessible tabulation device, ExpressVote ballot marking device, and other proprietary ES&S accessories (collectively referred to as "ES&S Equipment") and Third Party Items and the license of EVS 6.0.2.0 Software, as further described in Exhibit A. The purchase and license has been reviewed by the Texas Secretary of State and has been certified for use in elections in Texas, as further described in Exhibit B. Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and County agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described in Exhibit A (collectively referred to as the "System"; The ES&S Firmware and ES&S Software are collectively referred to as the "Software."). The identified voting system and component parts version, certification number and certification dates may change if the vendor issues an updated version of the voting system or component parts, or due to modifications made to the voting system at the request of the County, which changes may require certification.

**ARTICLE II**  
**Grant of Licenses**

2.01 Subject to the terms and conditions of this Agreement and upon the payment of the applicable fees set forth herein, ES&S hereby grants to County nonexclusive, nontransferable licenses for its full time, part time or temporary employees to use the ES&S Software and related operating instructions, user manuals or training materials (collectively, "Documentation") in Bexar County, Texas (the "Jurisdiction") for the Term of the Licenses as defined below. The licenses allow such 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. ES&S may terminate the licenses granted in Article 2 if County fails to pay the consideration due for, or breaches Articles 2, 5, or 10 with respect to, such license.

**ARTICLE III**  
**Term**

3.01 Term of Agreement. The Agreement will be effective upon the Effective Date and will continue: (1) throughout the term of the warranty as described in subsection 3.03 below, and (2) for as long as services are provided in connection with the System ("Term").

3.02 Term of Licenses. The licenses granted in Article 2 shall commence upon County's written certification that the System has been delivered, and the System is fully tested, operational, and accepted by County. The term of the licenses granted in Article 2 shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the County has the unilateral right to renew the licenses for successive one-year periods (each a "License Renewal Term"), upon the payment of the applicable invoice for each License Renewal Term, for the useful life of the equipment, but not less than nine one-year periods as set forth on Exhibit C and Schedule C1.

Upon the termination of the licenses granted in Section 2 for ES&S Software or upon County's discontinuance of the use of any ES&S Software, County 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.

3.03 Term of Warranty. ES&S shall provide a one year (1) warranty on the ES&S Equipment and ES&S Software (the "Warranty Period"). The Warranty shall commence upon Acceptance as set forth in Article VII.

3.04 Post-warranty Maintenance and Support Term. For the useful life of the ES&S Equipment and ES&S Software, but not less than nine years, ES&S shall provide license, maintenance and support services after the expiration of the Warranty Period for successive one-year periods, subject to County's unilateral right to purchase, license and renew such license, maintenance and support services on an annual basis. Upon expiration of the Warranty Period and each successive renewal period for license, maintenance and support services thereafter, the license, maintenance and support services shall renew for successive one-year periods upon the payment by the County of the annual license, maintenance and support fee as set forth on Exhibit C and Schedule C1. ES&S's post warranty equipment maintenance and support and software license maintenance and support terms are set forth in Exhibit C.



**ARTICLE IV**  
**Compensation, Billing, and Payment**

4.01 For and in consideration of the satisfactory performance by ES&S of its obligations under this Agreement, County shall pay an amount not to exceed \$11,486,726.00 during the Initial License Term of the Agreement. County and ES&S have jointly established this payment schedule for Services to be performed under this Agreement, subject to Article XV below, expressed as percentages of the total amount of the Fees as set forth above.

Milestone	Projected Date	Amount of Payment	Deliverable
Contract Execution	May 21, 2019	\$3,446,018.00	Execution of the Agreement.
Delivery and Acceptance of DS200s, DS850, DS450s, ExpressTouch Units and ExpressVote Units	July 15, 2019	\$7,799,111.00	Delivery by ES&S, and Equipment Acceptance by County of DS200s, DS850, DS450s, ExpressTouch units and ExpressVote units.
Delivery and Acceptance of ExpressPass Printers	July 15, 2019	\$134,485.00	Delivery by ES&S, and Equipment Acceptance by County of ExpressPass Printers.
Delivery, Installation, and Acceptance of Software and EMS Network	July 15, 2019	\$107,112.00	Delivery and Installation by ES&S, and Equipment Acceptance by County of Software and EMS Network

Note 1: Equipment Acceptance by County occurs once the equipment is fully tested in accordance with the applicable equipment acceptance procedures set forth on Exhibit D, and accepted by County, evidenced by County's execution of the "Certificate of Completed ES&S Equipment Acceptance" as discussed in Article VII.

Note 2: Invoicing may be prorated in the event of multiple deliveries. Invoices are due net thirty (30) days from invoice date in accordance with the Texas Prompt Payment Act. All invoices shall be forwarded to:

Bexar County Auditor  
Paul Elizondo Tower  
101 W. Nueva, Suite 800  
San Antonio, Texas 78205

Note 3: Any applicable state and local taxes are not included, and are the responsibility of the County.

4.02 Title to the ES&S Equipment shall pass to County when County has paid ES&S the total amount set forth in Exhibit A for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

4.03 As further discussed in Exhibit A, the pricing for the System includes a discount for trade-in allowance of the County's current ES&S equipment. ES&S will remove the current ES&S equipment at ES&S's cost.

4.04 If County, in its sole discretion, chooses to exercise a License Renewal Term and post-warranty license, maintenance and support term, County will pay an amount not to exceed the amounts specified in Schedule C1 of Exhibit C.

## **ARTICLE V**

### **Prohibited Uses**

5.01 County 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 County) 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.

## **ARTICLE VI**

### **Updates**

6.01 During the Term of the Agreement, 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. County is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the 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. County may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. If County requests that ES&S install the updates, ES&S may charge County at its then-current rates to (i) install the Updates; (ii) train County on Updates, if such training is requested by County or (iii) provide maintenance and support on the ES&S Software that is required as a result of County failure to timely or properly install an Update. County shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by County's failure to install and use the most recent Update provided to it by ES&S. If County 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 County or any third party. ES&S represents to County that the Updates will comply with all applicable state and federal law requirements at the time of delivery. County shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law.

6.02 In the event that any Updates or corresponding replacements, retrofits or modifications to the ES&S Equipment and third party items are required due to changes in state law (except for changes in law that prohibit the use of a direct record electronic device without a paper component ("DRE") in an election, in which case ES&S will not be required to provide any Update or corresponding replacements, retrofits or modifications to the DRE and any ancillary third party items that would enable the DRE to be used in an election), ES&S reserves the right to charge County for the following:

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the 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) County's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

County's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in County's Jurisdiction by the total number of registered voters in all counties in the County's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by County under this Agreement. County 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 County. County assumes all risk and cost resulting from failing to comply with a change in state law that prohibits the use of a DRE in an election, and hereby waives and releases ES&S from any and all liability and claims for damages, including, but not limited to, any claims for refunds for the DRE's purchased hereunder.

## **ARTICLE VII**

### **Delivery; Risk of Loss; Acceptance Testing**

7.01 The Estimated Delivery Dates and First Election Use (if any) set forth in this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by County, product availability and other events. ES&S will notify County 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 County when such items are delivered to County's designated location. Upon transfer of risk of loss to County, County shall be responsible for obtaining and maintaining sufficient casualty insurance on the 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 County.

7.02 The parties shall jointly conduct and complete, within fifteen (15) calendar days after each delivery, the equipment acceptance procedures set forth on Exhibit D to confirm that the ES&S Equipment is installed and performing in accordance with the warranty set forth in Article VIII below (the "ES&S Equipment Acceptance"). In the event that any ES&S Equipment does not pass acceptance testing, ES&S shall repair or replace, as needed, such ES&S Equipment in order to achieve ES&S Equipment Acceptance. Upon completion of the ES&S Equipment Acceptance, representatives of both parties will promptly execute the "Certificate of Completed ES&S Equipment Acceptance" included at Exhibit D.

## **ARTICLE VIII**

### **Warranty**

8.01. ES&S Equipment/ES&S Software. ES&S warrants that during Warranty Period, as defined in Article 3.03, it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the 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) County 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 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 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 C.

8.02 Third Party Items. ES&S has purchased the Third Party Items set forth on Exhibit A for resale to County. Any and all warranties for Third Party Items shall be provided directly by the manufacturers and/or licensors ("Third Parties") of such Third Party Items to County and all of County's rights and obligations with respect thereto flow from and to such Third Parties.

8.03 Exclusive Remedies/Disclaimer. **IN THE EVENT OF A BREACH OF SUBSECTION 8.01, ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE COUNTY'S SOLE AND EXCLUSIVE REMEDIES. FURTHER, IN THE EVENT COUNTY 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 REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

## **ARTICLE IX**

### **Limitation Of Liability**

9.01 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 County 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, County 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) County's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) County's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

**ARTICLE X**  
**Proprietary Rights**

10.01 County 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. County 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. County 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.

**ARTICLE XI**  
**Termination**

11.01 This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

**ARTICLE XII**  
**Disputes**

12.01. 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, County shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by County or ES&S of any of its rights and remedies against the other party.

12.02. 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 County 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.

**ARTICLE XIII**  
**Assignment**

13.01 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.

**ARTICLE XIV**  
**Compliance with Laws**

14.01 ES&S warrants to County 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 Texas. The ES&S Equipment and ES&S 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. ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amounts paid in settlement or fees, which are as a result of the County's failure to maintain the EMS network in a hardened configuration.

**ARTICLE XV**  
**Voting System Reviews**

15.01 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, the County shall be responsible for:

- (i) County's pro-rata share of such Review costs;
- (ii) County's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the 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;

County's pro-rata share of the costs included under subsections 15.01(ii) and 15.01(iii) above shall be determined at the time by dividing the number of registered voters in County's Jurisdiction by the total number of registered voters in all counties in County's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by County under this Agreement.

**ARTICLE XVI**  
**Funding**

16.01 Funds approved. Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

16.02 Funding Out. Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of

County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it. County shall pay Contractor for all products delivered and accepted and services performed up through the effective date of termination. In the event that any products or equipment have not been accepted by County at the time of termination hereunder, County shall promptly return such products or equipment to Contractor.

## **ARTICLE XVII**

### **REQUIRED CERTIFICATIONS**

17.01 By execution of this Agreement, the undersigned representative of and duly authorized agent for ES&S verifies and represents and warrants that:

- a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the Term of this Agreement; and
- b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the Term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

## **ARTICLE XVIII**

### **Notices**

18.01 All notices provided to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper party at the address which appears below, or at such other address as the parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: County Judge  
101 West Nueva Street, Suite 1019  
San Antonio, Texas 78205-3482

and, Bexar County Elections Administrator  
Elections Department  
1103 S. Frio  
Suite 100  
San Antonio, Texas 78207

If to ES&S: Election Systems & Software, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137  
Attn: Office of General Counsel

With copy to: legal@essvote.com

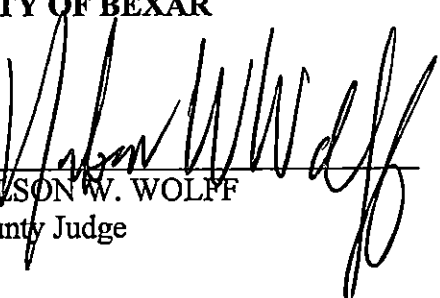
**ARTICLE XIX**  
**Entire Agreement**

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19.01 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 Texas, 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 Bexar County, Texas. ES&S is providing equipment, software and services to County 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. Terms in this Agreement that by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the 21 day of May, 2019.

COUNTY OF BEXAR

BY:   
NELSON W. WOLFF  
County Judge


Date: 5-21-2019

ELECTION SYSTEMS & SOFTWARE,  
LLC

BY:   
Thomas F. O'Brien  
Executive Vice President

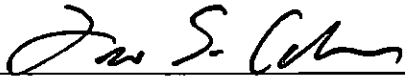
Date: 5/15/19

APPROVED AS TO LEGAL FORM:

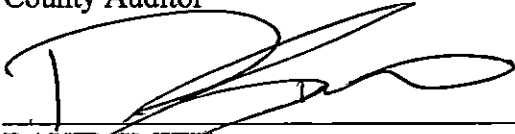
  
SUE JANA  
Assistant Criminal District Attorney  
Civil Section



APPROVED AS TO FINANCIAL CONTENT:

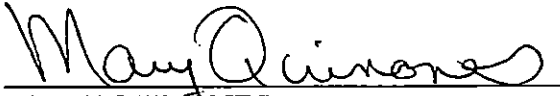


LEO S. CALDERA, CIA, CGAP  
County Auditor



DAVID SMITH  
County Manager

APPROVED:



MARY QUINONES  
County Purchasing Agent

**EXHIBIT A**  
**PRICING SUMMARY**

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	258	\$5,750.00	\$1,483,500.00
2	DS200	Model DS200 Scanner with Internal Backup Battery, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	50	\$5,035.00	\$251,750.00
3	DS200	Soft-Sided Nylon Case	50	\$110.00	\$5,500.00
4	DS200	Paper Roll (Additional)	500	\$1.75	\$875.00
5	DS200	Tote Bin	110	\$225.00	\$24,750.00
6	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices (Version 6.0.2.0)	1	\$111,500.00	\$111,500.00
7	DS850	Initial Annual License Fee	1	Included	Included
8	DS450	Model DS450 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices	2	\$49,950.00	\$99,900.00
9	DS450	Initial Annual License Fee	2	Included	Included
10	ExpressTouch Curbside Voting Solution	ExpressTouch with Booth, Privacy Panels, Carrying Case and Reports Printer, Internal Battery Backup, Power Supply, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	258	\$3,850.00	\$993,300.00
11	ExpressTouch Curbside Voting Solution	Smart Card - Administrator	10	\$10.00	\$100.00
12	ExpressTouch Curbside Voting Solution	Smart Card - Supervisor	500	\$10.00	\$5,000.00
13	ExpressTouch Curbside Voting Solution	UVC Keypad with Headset	258	\$200.00	\$51,600.00
14	ExpressTouch Curbside Voting Solution	Paper Roll (Additional)	500	\$1.75	\$875.00
15	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	2,500	\$3,325.00	\$8,312,500.00

16	ExpressVote BMD	Soft-Sided Carrying Case	2,500	\$175.00	\$437,500.00
17	ExpressVote BMD	ExpressVote Printer	300	\$725.00	\$217,500.00
18	Software	Blank ExpressVote Ballot Card Stock - 14" (250 per pkg)	100	\$23.75	\$2,375.00
19	Other	Standard 4GB Memory Device (Additional)	1,258	\$105.00	\$132,090.00
20	Other	ExpressVote Privacy Canopy	2,500	\$39.95	\$99,875.00
21	Software	ElectionWare Software - PYO Standard	1	\$49,500.00	\$49,500.00
22	Software	ExpressLink Software	1	\$4,070.00	\$4,070.00
23	Software	Regional Transmission Software	1	\$6,040.00	\$6,040.00
24	Software	Synthesized Audio Capability - Additional Language	1	\$2,310.00	\$2,310.00
25	Third Party Items	3rd Party Items as set forth below	1	\$61,898.00	\$61,898.00
26	Network Installation	EMS Network Installation	3	\$6,900.00	\$20,700.00
27	DS200	Equipment Installation	308	\$115.00	\$35,420.00
28	ExpressTouch Curbside Voting Solution	Equipment Installation	258	\$105.00	\$27,090.00
29	DS850	Equipment Installation	1	\$1,925.00	\$1,925.00
30	DS450	Equipment Installation - 1st Unit	1	\$1,925.00	\$1,925.00
31	DS450	Equipment Installation - Additional Unit	1	\$1,000.00	\$1,000.00
32	ExpressVote BMD	Equipment Installation	2,500	\$105.00	\$262,500.00
33	Services	Project Management Day	50	\$1,700.00	\$85,000.00
34	Services	Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
35	Services	Model DS850 Training Day	1	\$1,700.00	\$1,700.00
36	Services	Model DS450 Training Day	1	\$1,700.00	\$1,700.00
37	Services	Poll Worker Train-the-Trainer Day	1	\$1,700.00	\$1,700.00
38	Services	Software Training Day	5	\$1,700.00	\$8,500.00
39	Services	Election On-Site Support Event	2	\$4,675.00	\$9,350.00
40	Trade-In Allowance and Additional Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 2 - Model 650 Scanner 2,733 - iVotronic Terminal 2,717 - iVotronic Clam Shell Booth	1	(\$1,377,342.00)	(\$1,377,342.00)

41	Shipping	Shipping & Handling	1	\$149,550.00	\$149,550.00
<b>Order Subtotal</b>					<b>\$ 11,586,726.00</b>
					<b>(\$100,000.00)</b>
<b>Order Total</b>					<b>\$ 11,486,726.00</b>

### THIRD PARTY ITEMS

County acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to County, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). County further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide County with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	<b>EMS FILE SERVER</b>		
1	<b>DELL POWEREDGE T430</b>	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> <li>• 5-pack of Windows: Server 2016 Device CALs</li> </ul>		
1	<b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>	\$214.00	\$214.00
1	<b>6' VGA M/M MONITOR CABLE</b>	\$8.00	\$8.00
1	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$61.00
1	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA</b>	\$302.00	\$302.00
	<b>EMS WORKSTATION</b>		
5	<b>DELL OPTIPLEX 5050 (DESKTOP)</b>	\$1,620.00	\$8,100.00

	<ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>• OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1) Memory</li> <li>• 3.5 inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP, SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves MaxxAudio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> </ul>		
5	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</b>	\$147.00	\$735.00
5	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$305.00
1	<b>*ADOBE ACROBAT STANDARD XI</b>	\$412.00	\$412.00
	<b>MISCELLANEOUS COMPONENTS</b>		
1	<b>OKI B432DN MONO LASER DUPLEX PRINTER</b>	\$416.00	\$416.00
1	<b>LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE</b>	\$4.00	\$4.00
1	<b>D-LINK 8-PORT DESKTOP SWITCH</b>	\$63.00	\$63.00

# ELECTION NIGHT REPORTING NETWORK

Qty Ord.	Description	Price	Ext. Price
	<b>DATA COMMUNICATION SERVER</b>		
1	<b>DELL POWEREDGE T430</b>	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> <li>• 5-pack of Windows: Server 2016 Device CALs</li> </ul>		
8	<b>*MICROSOFT DEVICE CAL (DEVICE CONNECTOR LICENSE FOR REGIONAL RESULTS)</b>	\$54.00	\$432.00
1	<b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>	\$214.00	\$214.00
1	<b>6' VGA M/M MONITOR CABLE</b>	\$8.00	\$8.00
1	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$61.00
1	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY</b>	\$302.00	\$302.00
1	<b>*CERBERUS FTP PRO 9.0.3.1 (REGIONAL RESULTS)</b>	\$799.00	\$799.00

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	EMS FILE SERVER		
1	<b>DELL POWEREDGE T430</b>	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> </ul>		
1	<b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>	\$214.00	\$214.00
1	<b>6' VGA M/M MONITOR CABLE</b>	\$8.00	\$8.00
1	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$61.00
1	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS)</b>	\$302.00	\$302.00
	EMS WORKSTATION		
3	<b>DELL OPTIPLEX 5050 (DESKTOP)</b>	\$1,620.00	\$4,860.00

	<ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>• OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1) Memory</li> <li>• 3.5 inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP, SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard EnglishBlack</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves MaxxAudio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> </ul>		
3	<b>UNINTERRUPTIBLE POWERSUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</b>	\$147.00	\$441.00
3	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$183.00
	<b>MISCELLANEOUS COMPONENTS</b>		
1	<b>OKI B432DN MONO LASER DUPLEX PRINTER</b>	\$416.00	\$416.00
1	<b>LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE</b>	\$4.00	\$4.00
1	<b>CISCO ASA 5506X FIREWALL</b>	\$934.00	\$934.00
1	<b>*CISCO ASA 5506X 1 YR SMARTNET AGREEMENT</b>	\$154.00	\$154.00
1	<b>D-LINK 8-PORT DESKTOP SWITCH</b>	\$63.00	\$63.00
	<b>REGIONAL WORKSTATION</b>		
8	<b>DELL LATITUDE E5580 (LAPTOP)</b>	\$2,174.00	\$17,392.00



	<ul style="list-style-type: none"> <li>• Dell Latitude E5580</li> <li>• 6th Generation Intel® Core™ i5-6300U (Dual Core, 2.4GHz, 3M cache)</li> <li>• Intel Core i5-6300U Processor Bae, AMD Radeon R7 M360, 2GB</li> <li>• TPM Enabled</li> <li>• Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)</li> <li>• Dell Power Manager</li> <li>• Dell Data Protection Security Tools Digital Delivery/NB</li> <li>• Dell Backup and Recovery Basic</li> <li>• Dell Data Protection   Protected Workspace</li> <li>• Dell™ Digital Delivery Cirrus Client</li> <li>• Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), Optiplex</li> <li>• Waves Maxx Audio Royalty</li> <li>• 39.6cm (15.6") FHD (1920x1080) Non-Touch Anti-Glare LCD with Camera and Mic</li> <li>• 8GB (1x8GB) 2133MHz DDR4 Memory</li> <li>• 500GB (5400rpm) Hybrid HDD with 8GB Flash</li> <li>• HDD/SSD, Bracket for 7MM, PC15/P</li> <li>• Intel Rapid Storage Technology</li> <li>• Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth</li> <li>• Internal Dual Pointing Backlit Keyboard (US-English)</li> <li>• Internal Keyboard Shroud 106, E5570</li> <li>• Smart Card Reader (Dual Pointing) Palmrest</li> <li>• 65 Watt AC Adapter, US Power Cord</li> <li>• Primary 4-cell 62W/HR Battery</li> <li>• Quick Reference Guide Latitude E5580</li> <li>• Resource DVD</li> <li>• Energy Star 6.1</li> <li>• Dell Limited Hardware Warranty Extended Year(s)</li> <li>• For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-</li> </ul>		
8	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$488.00
8	<b>DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE</b>	\$70.00	\$560.00
	<b>ORDER TOTAL:</b>		<b>\$61,898.00</b>

**Note 1:**

The configuration and specification of third-party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth

herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

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**EXHIBIT B**

**The State of Texas**



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

**David Whitley**  
**Secretary of State**

April 18, 2019

**Jacque Callanen**  
**Elections Administrator**  
**Bexar County**  
**1103 S. Frio, Suite 100**  
**San Antonio, Texas 78207**

Dear Ms. Callanen:

We are in receipt of a copy of the proposed contract between Bexar County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 6020 which includes the DS200 precinct scanner, the DS450 central scanner, the DS850 central scanner, and the ExpressVote ballot marking device. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Ingram".

**Keith Ingram**  
**Director of Elections**

Enclosures

KI:CP

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## The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov



David Whitley  
Secretary of State

Phone: 512-463-5630  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

## REPORT OF REVIEW OF ES&amp;S EVS 6.0.2.0 AND THE EXPRESSVOTE XL

## PRELIMINARY STATEMENT

On January 22, 2019, Election Systems & Software (the "Vendor") presented EVS 6.0.2.0 and the ExpressVote XL 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. Tom Watson, an expert in electronic data communication systems; and
2. Mr. Charles Pinney, 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. Ryan Vassar, an employee of the Texas Attorney General.

On January 22, 2019, Mr. Watson, Mr. Pinney, Dr. Sneeringer, and Mr. Vassar were present and witnessed the installation of the EVS 6.0.2.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Mr. Pinney and Ms. Krystine Ramon, a staff attorney with the Office, examined the accessibility components of the ExpressVote XL.

After the accessibility review, the Vendor demonstrated the system and answered questions presented by the examiners. Test ballots were then processed on the ExpressVote XL. The results were accumulated and later verified for accuracy by staff of the Secretary of State.

Examiner reports on the system are attached hereto and incorporated herein by reference.

On March 13, 2019, 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 6.0.2.0 AND THE EXPRESSVOTE XL

The EVS 6.0.2.0 Voting System contains a new hardware component and an updated version of the reporting module in the ElectionWare software in previous versions of EVS that the Secretary of State certified on December 15, 2016, July 28, 2017, and November 15, 2018.

EVS 6.0.2.0 (together with ExpressVote and ExpressTouch) has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines. It has received Elections Assistance Commission (EAC) # ESSEVS6020 on October 4, 2018.

The components of EVS 6.0.2.0 are as follows:

Component	Version	Description
ExpressVote XL	1.0.0.0	Accessible ballot marker and precinct scanner
ExpressTouch	1.0.0.0	Accessible electronic vote capture and tabulation device
DS200	2.17.0.0	Precinct Scanner and Tabulator
DS450	3.1.0.0	Central Scanner and Tabulator
DS850	3.1.0.0	Central Scanner and Tabulator
ExpressVote HW 1.0	1.5.0.0	Accessible electronic ballot marker
ExpressVote HW 2.1	2.4.0.0	Accessible electronic ballot marker and precinct scanner
ElectionWare	5.0.1.0	Database system that allows jurisdictions to code, lay out ballots, and burn media
ES&S Event Log Service	1.6.0.0	Background function that monitors the functioning of Windows Event Viewer
ExpressVote Previewer 1.0	1.5.0.0	Allows user to preview screen and layout and audio for ExpressVote
ExpressVote Previewer 2.1	2.4.0.0	Allows user to preview screen and layout and audio for ExpressVote
Removable Media Service	1.5.0.0	Supports installation and removal of election and results media

### 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 6.0.2.0 Voting System and the ExpressVote XL ballot marking device and precinct scanner meet the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 6.0.2.0 and the ExpressVote XL 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 comply 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.

#### CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the EVS 6.0.2.0 Voting System and the ExpressVote XL for use in elections in Texas.

Signed under my hand and seal of office, this 28<sup>th</sup> day of MARCH, 2019.

  
JOSE A. ESPARZA  
DEPUTY SECRETARY OF STATE

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

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** Subject to the County's unilateral right to enter into this Exhibit C for Hardware Maintenance and Software License, Maintenance and Support Services, this Exhibit C shall be in effect for a one (1) year period commencing upon the expiration of the Warranty Period (the "Initial PWP Term"). Upon expiration of the Initial PWP Term, this Exhibit C shall automatically renew for up to eight (8) successive one-year periods (each a "PWP Renewal Term") as described in Schedule C1. Upon expiration of the final PWP Renewal Term as set forth in Schedule C1, this Agreement may be renewed by the parties at ES&S' then current fees.

This Agreement may be terminated by the first to occur of (a) County'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 PWP Term or any PWP Renewal Term, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit C, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), which will require no notice), or (c) the date which is thirty (30) days after County fails to pay any amount due to ES&S under this Exhibit C. In addition, this Agreement may be terminated by ES&S upon expiration of, or any time after, the final PWP Renewal Term on (x) the date which is thirty (30) days after ES&S notifies County that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, or (y) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in County's jurisdiction. The termination of this Exhibit C shall not relieve County 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 C is terminated pursuant to subsection 1(x) or 1(y) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit C, County shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule C1 for the Initial PWP Term or any PWP Renewal Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial PWP Term or PWP Renewal Term are due as set forth on Schedule C1. 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 C. If County elects to receive Software License, Maintenance and Support for an Add-On or New Product during the PWP Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

## **ARTICLE II** **HARDWARE**

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1. **Maintenance Services.** The Hardware Maintenance Services to be provided to County under this Agreement for the ES&S equipment set forth on Schedule C1 (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 PWP Term or any PWP Renewal Term 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. County may request that Routine Maintenance Services be performed more than once during the Initial PWP Term or any PWP Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Exhibit A and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with County. The Routine Maintenance Services will be provided at County's Designated Location. County's "Designated Location" shall mean County's owned or leased facility at which County desires 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, County 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 County's Designated Location.

ii. **Defects Due to County Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by 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 County, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental



regulations, and utility or communication interruptions, rodent infestation, or if County does not notify ES&S within 72 hours after it knows of the defect or malfunction, County 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 County. If County 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 County 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, County shall pay a surcharge, as set forth on Schedule C1.

iv. **Loaner Unit.** At County's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to County a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, County shall pay 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 County an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial PWP Term or any PWP 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 PWP Term or any PWP Renewal Period.

d. **Sole Provider; Access.** County 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 PWP Term or any Renewal Period is in effect. County shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. County shall likewise provide full access to

the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial PWP Term or any PWP Renewal Period thereof expires without being renewed, County 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 County to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from County 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 County, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at County's expense with respect to the cost of any labor (charged at 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 County to continue to license and use the software in accordance with the license terms set forth in Articles II, III and V 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 C1.

2. **Updates.** During the Initial PWP Term or any PWP Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Article VI 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 County, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation

delays, governmental regulations and utility or communication interruptions, (d) County's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) County's failure to notify ES&S within three (3) business days after County knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by County as a result of items set forth in this Section 3 or as a result of County's actions or inactions shall be billable to County at 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 County or others, as a result of or related to the performance of this Exhibit C, 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 County a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to County pursuant to this Exhibit C. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit C. Except and to the extent expressly provided herein, ES&S does not grant to County any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit C.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial PWP Term or any PWP Renewal Period thereof expires without being renewed, County may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the PWP 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 C1**  
**Pricing Summary**

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<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	\$3,686,413.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$579,724.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$1,954,247.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$6,220,384.00</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.		

# **ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial PWP Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
308	Model DS200 Scanner	Year 1	\$185.00	\$56,980.00
1	Model DS850 Scanner	Year 1	\$3,995.00	\$3,995.00
2	Model DS450 Scanner	Year 1	\$2,730.00	\$5,460.00
258	ExpressTouch	Year 1	\$105.00	\$27,090.00
2,500	ExpressVote BMD Terminal	Year 1	\$120.00	\$300,000.00
<b>Total Maintenance Fees for Year 1 (Initial PWP Term)</b>				<b>\$393,525.00</b>
308	Model DS200 Scanner	Year 2	\$185.00	\$56,980.00
1	Model DS850 Scanner	Year 2	\$3,995.00	\$3,995.00
2	Model DS450 Scanner	Year 2	\$2,730.00	\$5,460.00
258	ExpressTouch	Year 2	\$105.00	\$27,090.00
2,500	ExpressVote BMD Terminal	Year 2	\$120.00	\$300,000.00
<b>Total Maintenance Fees for Year 2 (PWP Renewal Period)</b>				<b>\$393,525.00</b>
308	Model DS200 Scanner	Year 3	\$185.00	\$56,980.00
1	Model DS850 Scanner	Year 3	\$3,995.00	\$3,995.00
2	Model DS450 Scanner	Year 3	\$2,730.00	\$5,460.00
258	ExpressTouch	Year 3	\$105.00	\$27,090.00
2,500	ExpressVote BMD Terminal	Year 3	\$120.00	\$300,000.00
<b>Total Maintenance Fees for Year 3 (PWP Renewal Period)</b>				<b>\$393,525.00</b>
308	Model DS200 Scanner	Year 4	\$185.00	\$56,980.00
1	Model DS850 Scanner	Year 4	\$3,995.00	\$3,995.00
2	Model DS450 Scanner	Year 4	\$2,730.00	\$5,460.00
258	ExpressTouch	Year 4	\$105.00	\$27,090.00
2,500	ExpressVote BMD Terminal	Year 4	\$120.00	\$300,000.00
<b>Total Maintenance Fees for Year 4 (PWP Renewal Period)</b>				<b>\$393,525.00</b>
308	Model DS200 Scanner	Year 5	\$185.00	\$56,980.00

1	Model DS850 Scanner	Year 5	\$3,995.00	\$3,995.00
2	Model DS450 Scanner	Year 5	\$2,730.00	\$5,460.00
258	ExpressTouch	Year 5	\$105.00	\$27,090.00
2,500	ExpressVote BMD Terminal	Year 5	\$120.00	\$300,000.00
<b>Total Maintenance Fees for Year 5 (PWP Renewal Period)</b>				<b>\$393,525.00</b>
308	Model DS200 Scanner	Year 6	\$202.00	\$62,216.00
1	Model DS850 Scanner	Year 6	\$4,357.00	\$4,357.00
2	Model DS450 Scanner	Year 6	\$2,977.00	\$5,954.00
258	ExpressTouch	Year 6	\$115.00	\$29,670.00
2,500	ExpressVote BMD Terminal	Year 6	\$131.00	\$327,500.00
<b>Total Maintenance Fees for Year 6 (PWP Renewal Period)</b>				<b>\$429,697.00</b>
308	Model DS200 Scanner	Year 7	\$202.00	\$62,216.00
1	Model DS850 Scanner	Year 7	\$4,357.00	\$4,357.00
2	Model DS450 Scanner	Year 7	\$2,977.00	\$5,954.00
258	ExpressTouch	Year 7	\$115.00	\$29,670.00
2,500	ExpressVote BMD Terminal	Year 7	\$131.00	\$327,500.00
<b>Total Maintenance Fees for Year 7 (PWP Renewal Period)</b>				<b>\$429,697.00</b>
308	Model DS200 Scanner	Year 8	\$202.00	\$62,216.00
1	Model DS850 Scanner	Year 8	\$4,357.00	\$4,357.00
2	Model DS450 Scanner	Year 8	\$2,977.00	\$5,954.00
258	ExpressTouch	Year 8	\$115.00	\$29,670.00
2,500	ExpressVote BMD Terminal	Year 8	\$131.00	\$327,500.00
<b>Total Maintenance Fees for Year 8 (PWP Renewal Period)</b>				<b>\$429,697.00</b>
308	Model DS200 Scanner	Year 9	\$202.00	\$62,216.00
1	Model DS850 Scanner	Year 9	\$4,357.00	\$4,357.00
2	Model DS450 Scanner	Year 9	\$2,977.00	\$5,954.00
258	ExpressTouch	Year 9	\$115.00	\$29,670.00
2,500	ExpressVote BMD Terminal	Year 9	\$131.00	\$327,500.00
<b>Total Maintenance Fees for Year 9 (PWP Renewal Period)</b>				<b>\$429,697.00</b>
<b>Total Hardware Maintenance Fees for the Initial PWP Term and Eight PWP Renewal</b>				<b>\$3,686,413.00</b>

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

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

**Note 3: County's Designated Location:**

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

**Hardware Maintenance Services Provided by ES&S Under this Schedule C1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through County'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.

- County will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to County's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and County.

## 6. Priority Services.

- County has access to the ES&S Help Desk for assistance.
- The County receives priority on service calls.
- The County receives priority on response time.
- The County 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 County unless previously agreed upon in writing by the parties.



# **ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES SOFTWARE**

Initial PWP Term: Expiration of the Warranty Period through the first anniversary thereof

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

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$49,500.00
1	ExpressLink Software	Year 1	\$4,070.00
1	Regional Transmission Software	Year 1	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 1	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 1 (Initial PWP Term)</b>			<b>\$61,920.00</b>
1	ElectionWare Software – PYO Standard	Year 2	\$49,500.00
1	ExpressLink Software	Year 2	\$4,070.00
1	Regional Transmission Software	Year 2	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 2	\$2,310.00
<b>Total License, Maintenance and Support Fees Year 2 (PWP Renewal Period)</b>			<b>\$61,920.00</b>
1	ElectionWare Software – PYO Standard	Year 3	\$49,500.00
1	ExpressLink Software	Year 3	\$4,070.00
1	Regional Transmission Software	Year 3	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 3	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 3 (PWP Renewal Period)</b>			<b>\$61,920.00</b>
1	ElectionWare Software – PYO Standard	Year 4	\$49,500.00
1	ExpressLink Software	Year 4	\$4,070.00
1	Regional Transmission Software	Year 4	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 4	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 4 (PWP Renewal Period)</b>			<b>\$61,920.00</b>
1	ElectionWare Software – PYO Standard	Year 5	\$49,500.00

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1	ExpressLink Software	Year 5	\$4,070.00
1	Regional Transmission Software	Year 5	\$6,040.00
1	Synthesized Audio Capability – Additional Language	Year 5	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 5 (PWP Renewal Period)</b>			<b>\$61,920.00</b>
1	ElectionWare Software – PYO Standard	Year 6	\$53,986.00
1	ExpressLink Software	Year 6	\$4,439.00
1	Regional Transmission Software	Year 6	\$6,587.00
1	Synthesized Audio Capability – Additional Language	Year 6	\$2,519.00
<b>Total License, Maintenance and Support Fees for Year 6 (PWP Renewal Period)</b>			<b>\$67,531.00</b>
1	ElectionWare Software – PYO Standard	Year 7	\$53,986.00
1	ExpressLink Software	Year 7	\$4,439.00
1	Regional Transmission Software	Year 7	\$6,587.00
1	Synthesized Audio Capability – Additional Language	Year 7	\$2,519.00
<b>Total License, Maintenance and Support Fees for Year 7 (PWP Renewal Period)</b>			<b>\$67,531.00</b>
1	ElectionWare Software – PYO Standard	Year 8	\$53,986.00
1	ExpressLink Software	Year 8	\$4,439.00
1	Regional Transmission Software	Year 8	\$6,587.00
1	Synthesized Audio Capability – Additional Language	Year 8	\$2,519.00
<b>Total License, Maintenance and Support Fees for Year 8 (PWP Renewal Period)</b>			<b>\$67,531.00</b>
1	ElectionWare Software – PYO Standard	Year 9	\$53,986.00
1	ExpressLink Software	Year 9	\$4,439.00
1	Regional Transmission Software	Year 9	\$6,587.00
1	Synthesized Audio Capability – Additional Language	Year 9	\$2,519.00
<b>Total License, Maintenance and Support Fees for Year 9 (PWP Renewal Period)</b>			<b>\$67,531.00</b>
<b>Total Software License, Maintenance and Support Fees for the Initial PWP Term and Eight PWP Renewal Periods</b>			<b>\$579,724.00</b>

## ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial PWP Term: Expiration of the Warranty Period through the first 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
308	Model DS200 Scanner	Year 1	\$80.00	\$24,640.00
1	Model DS850 Scanner	Year 1	\$1,575.00	\$1,575.00
2	Model DS450 Scanner	Year 1	\$1,575.00	\$3,150.00
258	ExpressTouch	Year 1	\$65.00	\$16,770.00
2,500	ExpressVote BMD Terminal	Year 1	\$65.00	\$162,500.00
<b>Total License, Maintenance and Support Fees for Year 1 (Initial PWP Term)</b>				<b>\$208,635.00</b>
308	Model DS200 Scanner	Year 2	\$80.00	\$24,640.00
1	Model DS850 Scanner	Year 2	\$1,575.00	\$1,575.00
2	Model DS450 Scanner	Year 2	\$1,575.00	\$3,150.00
258	ExpressTouch	Year 2	\$65.00	\$16,770.00
2,500	ExpressVote BMD Terminal	Year 2	\$65.00	\$162,500.00
<b>Total License, Maintenance and Support Fees for Year 2 (PWP Renewal Period)</b>				<b>\$208,635.00</b>
308	Model DS200 Scanner	Year 3	\$80.00	\$24,640.00
1	Model DS850 Scanner	Year 3	\$1,575.00	\$1,575.00
2	Model DS450 Scanner	Year 3	\$1,575.00	\$3,150.00
258	ExpressTouch	Year 3	\$65.00	\$16,770.00
2,500	ExpressVote BMD Terminal	Year 3	\$65.00	\$162,500.00
<b>Total License, Maintenance and Support Fees for Year 3 (PWP Renewal Period)</b>				<b>\$208,635.00</b>
308	Model DS200 Scanner	Year 4	\$80.00	\$24,640.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	Model DS850 Scanner	Year 4	\$1,575.00	\$1,575.00
2	Model DS450 Scanner	Year 4	\$1,575.00	\$3,150.00
258	ExpressTouch	Year 4	\$65.00	\$16,770.00
2,500	ExpressVote BMD Terminal	Year 4	\$65.00	\$162,500.00
<b>Total License, Maintenance and Support Fees for Year 4 (PWP Renewal Period)</b>				<b>\$208,635.00</b>
308	Model DS200 Scanner	Year 5	\$80.00	\$24,640.00
1	Model DS850 Scanner	Year 5	\$1,575.00	\$1,575.00
2	Model DS450 Scanner	Year 5	\$1,575.00	\$3,150.00
258	ExpressTouch	Year 5	\$65.00	\$16,770.00
2,500	ExpressVote BMD Terminal	Year 5	\$65.00	\$162,500.00
<b>Total License, Maintenance and Support Fees for Year 5 (PWP Renewal Period)</b>				<b>\$208,635.00</b>
308	Model DS200 Scanner	Year 6	\$87.00	\$26,796.00
1	Model DS850 Scanner	Year 6	\$1,718.00	\$1,718.00
2	Model DS450 Scanner	Year 6	\$1,718.00	\$3,436.00
258	ExpressTouch	Year 6	\$71.00	\$18,318.00
2,500	ExpressVote BMD Terminal	Year 6	\$71.00	\$177,500.00
<b>Total License, Maintenance and Support Fees for Year 6 (PWP Renewal Period)</b>				<b>\$227,768.00</b>
308	Model DS200 Scanner	Year 7	\$87.00	\$26,796.00
1	Model DS850 Scanner	Year 7	\$1,718.00	\$1,718.00
2	Model DS450 Scanner	Year 7	\$1,718.00	\$3,436.00
258	ExpressTouch	Year 7	\$71.00	\$18,318.00
2,500	ExpressVote BMD Terminal	Year 7	\$71.00	\$177,500.00
<b>Total License, Maintenance and Support Fees for Year 7 (PWP Renewal Period)</b>				<b>\$227,768.00</b>
308	Model DS200 Scanner	Year 8	\$87.00	\$26,796.00
1	Model DS850 Scanner	Year 8	\$1,718.00	\$1,718.00
2	Model DS450 Scanner	Year 8	\$1,718.00	\$3,436.00
258	ExpressTouch	Year 8	\$71.00	\$18,318.00
2,500	ExpressVote BMD Terminal	Year 8	\$71.00	\$177,500.00

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 Year 8 (PWP Renewal Period)</b>				<b>\$227,768.00</b>
308	Model DS200 Scanner	Year 9	\$87.00	\$26,796.00
1	Model DS850 Scanner	Year 9	\$1,718.00	\$1,718.00
2	Model DS450 Scanner	Year 9	\$1,718.00	\$3,436.00
258	ExpressTouch	Year 9	\$71.00	\$18,318.00
2,500	ExpressVote BMD Terminal	Year 9	\$71.00	\$177,500.00
<b>Total License, Maintenance and Support Fees for Year 9 (PWP Renewal Period)</b>				<b>\$227,768.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Initial PWP Term and Eight PWP Renewal Periods</b>				<b>\$1,954,247.00</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 County'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 County unless previously agreed upon by the parties.

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

1. County shall have completed a full software training session for each product selected.
  - County shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.

- County shall have the ability to install firmware and application software and make changes to date and time settings.
  - County shall have the ability to change consumable items. Any other changes made by the County must be pre-approved in writing by ES&S.
2. County shall have reviewed a complete set of User Manuals.
  3. County shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the County, unless otherwise agreed upon, in writing, by the parties.
  4. County shall be responsible for data extraction from County voter registration system.
  5. County shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
  6. County shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
  7. County shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the County's network.
  8. County shall be responsible for the resolution of any errors associated with the County's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
  9. County 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. County shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by County. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**EXHIBIT D**  
**ES&S EQUIPMENT ACCEPTANCE**  
**DS200**

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**Date:** \_\_\_\_\_ **Machine SN:** \_\_\_\_\_ **Certified Firmware:** \_\_\_\_\_

**Visual Inspection:**

- ☐ Ensure that there are no scratches or gouges on any part of the unit
- ☐ Verify that all labels are placed in their appropriate place and in their correct orientation
- ☐ Ensure the Printer paper roll is installed in the Printer.

**Physical Inspection:**

- ☐ Apply AC to Wall Power Adapter. Connect Wall Power Adapter to the back of the unit and press the "POWER" button.
- ☐ Observe the rear LED, located next to the Wall Power Adapter Cord Connector, if the LED is amber and blinking slowly this indicates that the Battery Pack is charging. If the LED is a solid green, the Battery Pack is completely charged.
  - o Verify AC Plug Icon is present and does not have an "X" located in upper right corner of the screen.
- ☐ Enter the Touch Screen Calibration by pressing the "Close Polls" button for two seconds when prompted to do so at the Startup screen.
  - o Touch the two circles (one in the Upper Left Corner and one in the Lower Right Corner of the screen) and then touch the "Save & Exit" button.
- ☐ Verify the **DS200 Firmware Version** is \_\_\_\_\_; **PMB** is \_\_\_\_\_; **Scanner** is \_\_\_\_\_ on Startup Printout.
- ☐ Insert the 512MB Flash Drive containing the BMW Demo Election in USB port B.
  - o When the unit recognizes the 512MB Flash Drive w/ Demo Election, the Election Icon will go from having an "X" to a green ✓ mark on it.
- ☐ Check the date and time on the top portion of the display to ensure the date and time is correct.
  - o If a change is needed, press the lower right arrow on the display screen then press the "go to admin button" and on the next screen enter the password.
  - o Go to "systems settings", "date and time" and then press date or time and a keyboard will come up so you can make changes. Press the "enter key". You will go back to the original screen where you will press previous and here you will "accept new time."
- ☐ Press the "OPEN POLLS" button on the screen to scan the BMW Demo Ballots.
- ☐ Ensure that the test ballots scan in all four orientations.

- ☐ Insert the 2 Demo Ballots to check the Multi-Sheet Sensor. Two sheets should be rejected.
- ☐ Press and hold the "CLOSE POLLS" button for two seconds to close the polls.
- ☐ Verify that the Precinct Report Printout should read 4 ballots cast.
- ☐ Disconnect the Wall Power Adapter cord from unit.
  - o Unit should continue to operate, and the X should appear over the AC icon.
- ☐ Re-connect Wall Power Supply cord
  - o The X should disappear from the AC icon.
- ☐ Check Modem Operation. (If Unit is equipped with a Modem)
- ☐ Power down the unit by touching the "Shutdown" button on the Touch Screen.
- ☐ Verify that the Display switch operates correctly by completing the following:
  - o With the Wall Power Adapter still connected to the unit, lower the Display to the closed position.
  - o Raise the Display back to the opened position.
  - o The unit should power back up.

**Note:** The Display switch will not operate if the Wall Power Supply cord has been removed.

- ☐ Verify all Locks and Doors have a smooth function and are locked.



## ES&S EQUIPMENT ACCEPTANCE

DS450

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: \_\_\_\_\_

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## ES&S EQUIPMENT ACCEPTANCE

### 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: \_\_\_\_\_

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**ES&S EQUIPMENT ACCEPTANCE  
EXPRESSVOTE**

**Date:** \_\_\_\_\_ **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.

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**ES&S EQUIPMENT ACCEPTANCE  
EXPRESSTOUCH**

**Serial #:** \_\_\_\_\_

**Firmware:** \_\_\_\_\_

**Jurisdiction:** \_\_\_\_\_

**Machine ID:** \_\_\_\_\_

**Visual Inspection:**

- ☐ Verify no scratches or gouges on any part of the unit
- ☐ Verify labels in correct location and orientation
- ☐ Inspect all fasteners and plastic parts
- ☐ Clean touch screen – Apply cleaner onto no lint cloth instead of screen
- ☐ Verify rear access panels are secure
- ☐ Verify operation of Switch/USB port access door

**Setup:**

- ☐ Place the ExpressTouch on level surface
- ☐ Connect A/C cord to machine and wall outlet
- ☐ Unlock upper Switch/USB access door, press power switch to power on the unit
- ☐ Verify LEDs on front panel are functional
- ☐ Verify Date/Time
- ☐ Verify battery installation/state via Battery Status
- ☐ Confirm Internal Serial Number matches unit Serial Number label
- ☐ Verify touch screen calibration
- ☐ Insert USB flash drive containing the sample election EQC data into the first USB port and enter code when prompted
- ☐ Insert USB flash drive containing sample election data into the second USB port and enter code when prompted
- ☐ Verify all USB ports are functional
- ☐ Verify BIOS Revision 1.03

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**Audio Testing-UVC:**

- ☐ With an audio enabled election plug the UVC into an available USB port, connect the audio headset and the ADA switch interface to the UVC
- ☐ Verify audio can be heard throughout the voting process
- ☐ Confirm operation of all UVC buttons
- ☐ Confirm operation of the ADA switch interface

**Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EVS CONFIGURATION CHECKLIST NETWORK EMS INSTALLATION

The purpose of this document is to outline the configuration of the Election Management System (EMS) installed by ES&S Technical Services. This document is intended to provide all configuration details to properly use the installed EMS. This document contains all different network environments that are currently supported within the EMS. Please note that this document is generic and some items may be slightly different based on the Certification rules for specific States.

Throughout this document, please check off each applicable item when completed and cross off items that do not. If there are any items that need additional notes, please mark as such on this document.

JurisdictionName: \_\_\_\_\_

Installation Tech Name: \_\_\_\_\_

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

Customer Signature: \_\_\_\_\_  
*I acknowledge that the contents of this document have been explained to me and that the maintenance and administrative duties of the EMS are the responsibility of the Customer.*

Election Voting System (EVS) Version: \_\_\_\_\_

### **EMS Information**

<input type="checkbox"/> PYO (Program Your Own)	<input type="checkbox"/> Reporting Standard
<input type="checkbox"/> Networked DS850/450	
<input type="checkbox"/> ES&S CD – Staged Software validated in accordance with Certification	

### **Computer Service Tag Information**

Please list the service tag number for the workstation below. If additional/backup workstations were purchased, list those additional service tag numbers as well.

- ☐ File Server Service Tag # \_\_\_\_\_
- ☐ Workstation 1 Service Tag # \_\_\_\_\_
- ☐ Workstation 2 Service Tag # \_\_\_\_\_
- ☐ Additional Service Tag #s \_\_\_\_\_

## FILE SERVER CONFIGURATION

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### Operating System and Windows Configuration

- ☐ Configure RAID
  - RAID Configuration: \_\_\_\_\_
  - C:\ drive available disk space: \_\_\_\_\_
  - D:\ drive available disk space: \_\_\_\_\_
- ☐ Install Operating System and device drivers
- ☐ Configure Server Computer Name: \_\_\_\_\_
- ☐ Install WSUS Package
  - WSUS Package #: \_\_\_\_\_
  - Install Visual C++ Redistribution Package
- ☐ Adjust Power Options
- ☐ Set Screen Resolution
- ☐ Configure Windows Explorer

### Hardening Configuration

- ☐ System BIOS
  - Admin Password Set
  - Boot sequence configured
- ☐ Pre-Application Hardening
  - Prior to installation of the 3<sup>rd</sup> party and ES&S software, run SecureSetup\_2.0.0.1.exe hardening script (Option 1 – Run PreInstall)
- ☐ Post-Application Hardening
  - After installation of all applications, run SecureSetup\_2.0.0.1.exe hardening script (Option 3 – Run PostInstall)
- ☐ Server Share Script
  - After installation the ES&S software (prior to opening Electionware) run SecureSetup\_2.0.0.1.exe hardening script (Option 4 – Create Shared Directory)

### Application Configuration

The following items pertain to all EMS client-server networks. After each item, enter the version number installed on the EMS File Server.

- ☐ ES&S Software
  - Electionware (Server): \_\_\_\_\_
- ☐ 3<sup>rd</sup> Party Software
  - Anti-Virus Software
    - Symantec Endpoint Protection: \_\_\_\_\_
      - Run 3 update executables
      - Set certified custom scan to run every day 12am.
  - Cerberus FTP Server: \_\_\_\_\_
    - Confirm configuration settings match what is listed in TDP document
    - Only applicable for networked DS850/DS450s

### Default User Configuration Information

The user list below is for all user information. Note that not all users may be applicable to this installation. Any user that is not applicable will be signified with an N/A for the password.

***It is the responsibility of the customer to manage and maintain all EMS system passwords. Any password changes must be recorded and stored by the customer. ES&S does not maintain customer password information. If passwords are forgotten and the customer cannot login to the sysadmin user to reset a password, rendering the system inoperable, the system will need to be rebuilt, which is subject to an ES&S installation service fee.***

- ☐ BIOS (if applicable)
  - Admin Password: \_\_\_\_\_
- ☐ Windows
  - Username: Sysadmin / Password: \_\_\_\_\_
    - The System Administrator role (a Windows built-in role) is the only role allowed to install applications and perform system management and configuration activities.
    - This user is primarily used for maintaining users, installation/uninstalling applications, configuration changes (such as printer settings) and all other administrative functions.
- ☐ Share Users
  - Share Users are created on the server for authentication of the Q drive on the EMS workstations



- Standard share user naming convention is below. The “xx” refers to the last octet of the workstation’s IP address. For example, if on a workstation with an IP of 10.0.0.11, the related Eadmin share user is eadminshare11.
  - EAdmin = eadminsharexx

Share Users password: \_\_\_\_\_

### **Additional Comments**

If there are any comments or additional items to be noted, please list them below.

## **WORKSTATION CONFIGURATION**

### **Operating System and Windows Configuration**

- ☐ Install Operating System and device drivers
- ☐ Configure Workstation 1 Computer Name: \_\_\_\_\_
- ☐ Configure Workstation 2 Computer Name: \_\_\_\_\_
- ☐ Configure additional Workstation(s) Computer Name: \_\_\_\_\_
- ☐ Install WSUS Package
  - WSUS Package #: \_\_\_\_\_
  - Install Visual C++ Redistribution Package
- ☐ Adjust Power Options
- ☐ Set Screen Resolution
- ☐ Configure Windows Explorer

### **Hardening Configuration (if applicable)**

- ☐ System BIOS
  - Admin Password Set
  - Boot sequence configured
- ☐ Pre-Application Hardening
  - Prior to installation of the 3<sup>rd</sup> party and ES&S software installations, run SecureSetup\_2.0.0.1.exe hardening script (Option 1 – Run PreInstall)
- ☐ Post-Application Hardening
  - After installation of all applications and user creation, run SecureSetup\_2.0.0.1.exe hardening script (Option 3 – Run PostInstall)

### **Application Configuration**

The following items pertain to EMS network configurations. After each item, enter the version number installed on the EMS. Note, not all applications will be applicable. For those applications not applicable to what was installed, they will be marked N/A.

- ☐ ES&S Software
  - Removable Media Service (RMS): \_\_\_\_\_
  - ExpressVote Previewer: \_\_\_\_\_
  - Event Log Service (ELS): \_\_\_\_\_
  - Electionware (Client): \_\_\_\_\_
- ☐ 3<sup>rd</sup> Party Software
  - Anti-Virus Software
    - Symantec Endpoint Protection: \_\_\_\_\_
      - Run 3 update executables
      - Set certified custom scan to run every day 12am.
  - Adobe Acrobat: \_\_\_\_\_
    - Adobe Acrobat needs to be opened once every 30 days to avoid the product temporarily deactivating.

### **Default User Configuration Information**

The user list below is for all user information. Note that not all users may be applicable to this installation. Any user that is not applicable will be signified with an N/A for the password.

***It is the responsibility of the customer to manage and maintain all EMS system passwords. Any password changes must be recorded and stored by the customer. ES&S does not maintain customer password information. If passwords are forgotten and the customer cannot login to***

*the admin user to reset a password, rendering the system inoperable, the system will need to be rebuilt, which is subject to an ES&S installation service fee.*

- ☐ BIOS (if applicable)
  - Admin Password: \_\_\_\_\_
- ☐ Windows
  - Username: Sysadmin / Password: \_\_\_\_\_
    - The System Administrator role (a Windows built-in role) is the only role allowed to install applications and perform system management and configuration activities.
    - This user is primarily used for maintaining users, installation/uninstalling applications, configuration changes (such as printer settings) and all other administrative functions.
  - Username: Eadmin / Password: \_\_\_\_\_
    - The ElectAdmin (Election Administrator) role has been setup with the appropriate rights and privileges to execute ES&S applications.
    - Has access to all ES&S applications installed on the system
    - Change desktop theme (Aero Themes)
- ☐ Electionware
  - Username: admin / Password: \_\_\_\_\_

#### **Additional Election Management System Validation**

- ☐ Confirm Electionware opens and the correct modules are available.
  - PYO Modules Groups
    - Define
    - Design
    - Deliver
    - Results
    - Manage
  - Reporting Standard Modules Groups
    - Results
    - Manage
- ☐ Confirm DS850 / DS450 results successfully network into Electionware
- ☐ Confirm the reporting printer works
  - Generate a report in Electionware and print to reporting printer

#### **Additional Comments**

If there are any comments or additional items to be noted, please list them below.

**EMS Network Configuration Information**

The following is the network configuration information depending on the network solution being implemented. The different solutions that include this type of information are networked DS850/DS450 and standard client/server network.

- ☐ Network DS850/DS450 Information:
  - DS850/450 IP addresses: \_\_\_\_\_
- ☐ EMS Network Information
  - File Server
    - IP Address: \_\_\_\_\_
    - Subnet Mask: \_\_\_\_\_
  - Local EMS Workstations:
    - IP Addresses: \_\_\_\_\_
    - Subnet Mask: \_\_\_\_\_

**ES&S EQUIPMENT ACCEPTANCE**  
**CERTIFICATE OF COMPLETED ES&S EQUIPMENT ACCEPTANCE**

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>DS450 Units</b>	<b>DS850 Units</b>	<b>ExpressVote Units</b>	<b>ExpressTouch Units</b>
<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>	<u>Units Delivered</u>
<u>Units Installed</u>	<u>Units Installed</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: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ES&S NETWORK ACCEPTANCE**  
**CERTIFICATE OF COMPLETED EVS NETWORK ACCEPTANCE**

The undersigned do hereby certify that the EVS Network has been installed under the criteria specified in the Agreement.

Customer: \_\_\_\_\_

Representative: \_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Signature)

ES&S

Representative: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

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

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