

maintaining voter confidence



City of Philadelphia Election System Request for Proposals

Original

December 28, 2018, at 5:00 P.M. (Local Time)

Election Systems & Software, LLC
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enhancing the voter experience



Enhancing the City of Philadelphia Election Process

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December 28, 2018

Joyce Spindler, Program Manager
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Gayle Ruggeri, Delivery Services Manager
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RE: City of Philadelphia Election System Request for Proposals

Dear Ms. Spindler and Ms. Ruggeri:

Election Systems & Software, LLC (ES&S) is pleased to respond to the City of Philadelphia's Election System Request for Proposals. Our proposed solution provides a voter verified paper audit trail and an Election Management System that allows the City to become self-sufficient for all election tasks.

ES&S is pleased to offer our state-of-the-art 2005 VVSG-compliant fully-integrated voting system, electronic pollbooks and elections management solution.

The City's transition to our leading-edge election technology will improve all aspects of the election process for local voters, election staff and poll workers. We look forward to working with the City to implement the most technically advanced paper-based election solution ever implemented in the Commonwealth of Pennsylvania.

KEY ASPECTS OF OUR SOLUTION FOR THE CITY OF PHILADELPHIA

The election-proven systems we are proposing for the City of Philadelphia have been used in binding elections throughout the United States.

ES&S proposes the following hardware and software as well as the accompanying training, maintenance, warranty, and election support to meet the objectives and goals detailed in the City's Request for Information.

We are offering two (2) system options to the City of Philadelphia:

- ✓ The ExpressVote® XL Universal Voting System (full-face voting) that both marks and tabulates votes in one unit - A state-of-the-art, full-face voting system that received an EAC Grant of Certification on July 2, 2018

OR

- ✓ The ExpressVote® Universal Voting System ballot marking device (BMD) for ADA voters paired with the DS200 tabulator

With these options, the remainder of our proposed solution includes:

- DS450® Central Scanner and Tabulator
- Electionware® software suite for reporting
- ExpressPoll® electronic pollbook, including:
- CentralPoint poll monitoring system

ES&S can offer the City and the Commonwealth of Pennsylvania the advantage of *one entity to manage all aspects of the County's end-to-end elections system solution*. Not only will the City have a system in which every component works synergistically with the others, but will also enjoy the power of our comprehensive, cohesive, and integrated project management approach. There will be no gray areas of responsibility as there would be in a system with multiple vendors. ES&S will smoothly handle it all.

For more than 20 years, ES&S has had the same committed owners. With more than 450 election-focused associates, and ownership that provides solid financial strength, ES&S is well-positioned to continue its long-term commitment to its current and future client base and the entire industry.

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

Nearly 100 million registered voters tabulate with ES&S. Choosing ES&S as the City's vendor of voting equipment, software, and election services products positions the City to be in good company. Our statewide implementations include Alabama, Arkansas, Delaware, Georgia, Maine, Maryland, Montana, Nebraska, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota and West Virginia. Our statewide voter registration implementations include Alabama, Arkansas, Kansas, Nebraska, Maryland, and the U.S. Virgin Islands.

CONCLUSION

Thank you for considering our proposal. We appreciate the opportunity to present our election-proven voting system to the City of Philadelphia and look forward to a strong partnership. Please feel free to contact me with any questions.

Only an elections company like ES&S brings our level of knowledge of the election process, election procedures, and election data and laws. We stand ready to move the City to a new era of voting systems that will meet the needs of election officials and voters for years to come.

Respectfully,



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EXECUTIVE SUMMARY

ENHANCING THE CITY OF PHILADELPHIA'S VOTING EXPERIENCE

Election Systems & Software, LLC (“ES&S”) is excited to present the City of Philadelphia this proposal for our latest Voting Machines, Electronic Pollbooks, and Elections Management System.

To successfully implement new voting technology, the City of Philadelphia needs a partner with a proven track record of experience implementing large, integrated systems. ES&S provides innovation and long-term company stability. Our unsurpassed technology, service, and support have made ES&S the election industry leader for nearly 40 years. We believe that our suite of products is a perfect fit for the City of Philadelphia's needs, and we know that our dedicated team of election professionals will ensure the successful implementation of the systems being proposed.



UNDERSTANDING THE CITY OF PHILADELPHIA'S NEEDS

We understand the City of Philadelphia intends to upgrade and modernize its Election System infrastructure, replace the Danaher 1242 voting machines currently in use for elections with a solution certified by the Commonwealth of Pennsylvania for future elections, and replace the current paper polling books with an Electronic Polling Book (EPB) solution.

A transition to a new voting technology will impact the City of Philadelphia's voters, poll workers, election staff, and voting equipment technicians. As an elections-only company with nearly 40 years of experience and 16 current statewide installations, Election Systems & Software is prepared to partner with the City of Philadelphia to ensure the smooth and successful implementation of every aspect of the end-to-end system.

WHAT THE CITY OF PHILADELPHIA CAN EXPECT

A SYSTEM & PROFESSIONAL SERVICES THAT MEET AND SURPASS THE CITY OF PHILADELPHIA'S STATED NEEDS

As stated in our cover letter, we are offering three voting system options the City of Philadelphia can choose from:

- ✓ The ExpressVote® XL Universal Voting System (full-face voting) that both marks and tabulates votes in one unit - A state-of-the-art, full-face voting system that received an EAC Grant of Certification on July 2, 2018. Every ExpressVote XL is fully ADA compliant.

OR

- ✓ The ExpressVote® Universal Voting System ballot marking device (BMD) for ADA voters paired with the DS200 tabulator - A system currently in use that meets all the requirements of the RFP, but does not offer full-face voting

With these options, the remainder of our proposed solution includes:

- DS450® High-Throughput Central Scanner and Tabulator
- Electionware® software suite for reporting
- ExpressPoll® electronic pollbook
- CentralPoint central server poll monitoring system

Our complete, integrated project management plan will ensure effective and timely implementation of the City of Philadelphia's Voting Machines, Electronic Pollbook, and Elections Management System. Any call for questions or issues with any aspect of the implementation of solutions being proposed will be directed to a single point of contact.

ES&S – LONGEVITY AND STRENGTH

ES&S is the largest and most experienced elections-only company in the world. The City of Philadelphia should look for a company that has the financial strength and stability to both implement and support their new voting system and protect the investment being made by the City. ES&S designs and manufactures its equipment with that in mind. Providing purpose-built equipment allows ES&S to enhance system security, maintain the necessary federal and state certified parts, and preserve the life expectancy of the voting system for at least 15 years – three to four times longer than COTS equipment.

Today, not only do we work with many of the same customers we've served for nearly 40 years, but our business has grown to *serve 42 states and to include more than 4,500 clients*. From our humble beginnings supporting a handful of election administrators and voters in 1979, today nearly 100 million registered voters tabulate their vote on ES&S equipment. *The City of Philadelphia can be assured ES&S will be here to locally support the City now and in the future.*

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

Similarly, ES&S has completed successful installations of many citywide systems. Including, for example, Chicago, Illinois; Kansas City, Kansas/Missouri; New York, New York; and St. Louis, Missouri.

With more than 450 election-focused associates and an ownership that provides solid financial strength, ES&S is well-positioned to provide a long-term commitment to the City of Philadelphia.

Our resources provide the City of Philadelphia with *unmatched product innovation and local support*.

With nearly 40 years of experience servicing elections, we are built to comprehend, manage and support the City of Philadelphia election environment.

PURPOSE-BUILT EQUIPMENT

There is nothing more important for democracy than the stability and security of an election system. ES&S, an elections-only company, provides purpose-built equipment for that very reason. We integrate commercial-off-the-shelf (COTS) components into our system where they make sense. The heart of our system – the

tabulators and ballot marking devices – are specifically designed and constructed by election professionals *for* election professionals

Our customers tell us that they need voting systems that are uniform in nature, simple to operate, secure, and easy to maintain for many years. These attributes are the foundation of the purpose-built, performance-proven, federally approved systems we provide today. The use of purpose-built systems allows for sustainability over the years because we, as the manufacturer, can guarantee the availability of uniform equipment.

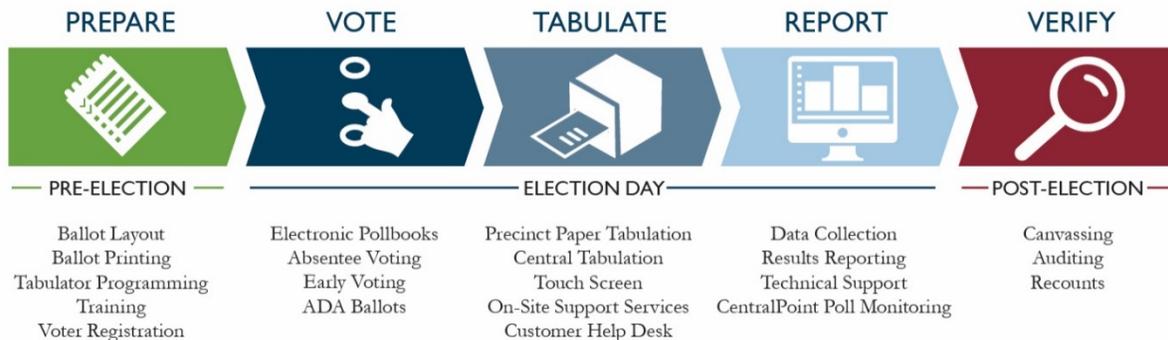
When evaluating bids for COTS-based systems, we urge the City of Philadelphia to keep the following limitations of COTS in mind.

- ✔ Dependence upon third-party manufacturers. Jurisdictions cannot replace parts on most COTS products.
- ✔ Each new model requires EAC certification (or you are locked into obsolete equipment).
- ✔ Shorter product life cycles, thus equipment must be re-purchased more frequently.
- ✔ Purpose-built equipment comes with a company to stand behind it, repair it, replace it, and support it for the long-term.
- ✔ COTS-based systems are dependent upon third-party manufacturers who have no vested interest in maintaining a particular version of equipment.
- ✔ Because elections are not the primary focus of third-party COTS providers, Election Day support may not be readily available when needed.
- ✔ When COTS products are used, poll workers and election workers must be continuously trained on how to use, maintain, and repair COTS products.

ES&S is pleased to provide the City of Philadelphia with a purpose-built, end-to-end solution that will serve its voters for many years to come.

THE ES&S SOLUTION

TOTALLY INTEGRATED SOLUTION



From electronic pollbooks through tabulation, reporting, and canvassing, ES&S has a totally integrated solution.

EXPRESSVOTE® XL UNIVERSAL VOTING SYSTEM



Adding to the versatile Universal Voting System family, ES&S introduces the ExpressVote XL® — a *full-face Universal Voting System* that serves all voters and *combines all contests on an easy to use 32" HD interactive screen*. The ExpressVote XL also includes an independent voter-verifiable paper record that is digitally scanned for tabulation.

EXPRESSVOTE XL KEY FEATURES AND BENEFITS

The ExpressVote XL has many key features and benefits, including:

- ✔ **Full-face voting “the City of Philadelphia way.”** Familiarity of the voting style to the voters – the City of Philadelphia has voted on full-face voting machine for decades. It is a familiar format and one voters know how to use. The ExpressVote XL offers this “familiar” look updated and equipped with the latest technology.
- ✔ **Compatibility.** The ExpressVote XL is compatible with the ExpressPoll electronic pollbook, DS200 Precinct Scanner & Tabulator, DS450 High-Throughput Scanner and Tabulator, and Electionware Election Management Software

- ✔ **Vote session activator.** The ExpressVote printer works with the ExpressPoll pollbook to print a barcode on the ExpressVote XL Voter Activation Card that identifies the correct ballot style for each voter, which is then inserted into the ExpressVote XL by the voter, eliminating human error by having to select a ballot style.
- ✔ **32” interactive screen.** The full-face, adjustable screen can display all races and candidates on the ballot. Voters can view the ballot in their chosen language. The large screen enhances voter, election staff, and poll worker interfaces and usability. It provides immediate feedback and instructions to the voter in the language he or she selects.
- ✔ **Proven technology.** The XL is built on the EAC-approved ExpressVote platform
- ✔ **Flexibility.** The Electionware® Election Management System provides many layout options, including grid style for party voting in rows or columns. This configuration can easily be managed by jurisdictions, allowing for the most efficient use of the ExpressVote XL screen. The ExpressVote XL is used during early voting and in polling locations and future vote centers on Election Day to serve every eligible voter, including those with special needs.
- ✔ **Verifiable paper record.** The ExpressVote XL uses a thermal paper card to activate a voting session, then prints a summary of the voter’s selections on that same card to create a verifiable paper record. Unused blank activation cards can be stored for use in other elections, eliminating paper waste. The voting session provides the sighted voter the opportunity to review their printed selections in a view window before casting. Those not able to read the printed text can choose to have the printed selections read back to them. The ExpressVote XL is the only full-faced voting machine capable of both visual and audio review of the printed card.
- ✔ **Secure tabulation.** Internal memory stores the vote data for each cast vote record. The ExpressVote XL stores an image of the scanned vote summary card. At poll close, vote data and images are saved to a proprietary ES&S USB flash drive to be uploaded into Electionware. To ensure security and protect voter anonymity, data from each vote session is stored with random filenames with zeroed timestamp. System access during equipment preparation, testing, and operation is restricted by access codes, physical locks, and seals.
- ✔ **Controlled & reduced costs.** The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace costly consumables like ink, toner, or drums that will need to be replaced on Election Day. Unused cards can be used in future elections, *so there is no waste with the ExpressVote XL*. Reducing the need and expense for pre-printed paper ballots cuts traditional ballot printing costs significantly. ExpressVote XL makes budgeting for recurring expenses easy and accurate.
- ✔ **Fully ADA-compliant.** Accommodates the full range of human diversity, including physical, perceptual and cognitive abilities. The screen is adjustable for both standing and seated voters. Assistive Mode allows audio ballot, as well as navigation using a Braille-equipped accessible keypad or two switch device such as a rocker panel or Sip-and-Puff. The ability to read back the printed selections to a visually impaired voter makes the ExpressVote XL a truly universal full-face solution.
- ✔ **Ease of use & setup.** The intuitive design offers streamlined simplicity for both election officials and voters alike. One device at the polling place handles marking and tabulation of votes.

- ✔ **Compatible.** Works in conjunction with all aspects of the proposed solution.

EXPRESSVOTE® UNIVERSAL VOTING SYSTEM



As an alternative to the ExpressVote XL, the award winning ExpressVote® ballot marking device (BMD) is a Universal Voting System that *combines paper-based voting with touch-screen technology*. Voters use the ExpressVote BMD to mark their ballots, which the voter then carries to and inserts in the DS200 tabulator to be counted. The ExpressVote BMD has a 15-inch color screen, and voters can easily page through separate screens to vote each election contest.

Paired with the DS200, the ExpressVote BMD has created a breakthrough in voting solutions on Election Day in poll locations or future vote centers. It produces a paper-based record for subsequent tabulation. While the ExpressVote provides the best solution to meet the needs for people with disabilities, the ExpressVote was designed for use by all voters. The simplicity and ease of use provide a very intuitive voting session for any voter, but especially those with disabilities. During disability testing campaigns and in live elections nationally, the ExpressVote continues to dominate the competitor's systems, earning high praise and appreciation. *The ExpressVote is the election industry's number 1 selling early and Election Day vote center solution.*

EXPRESSVOTE: KEY FEATURES & BENEFITS

- ✔ **Ease of use & setup.** The intuitive design offers streamlined simplicity for both election officials and voters alike. For election officials, poll opening, and closing is as simple as turning the machine on and off. For the voter, once they have reviewed their selections, the ExpressVote prints all contests and selections on the card, then returns it to the voter to be visually reviewed and then tabulated using the DS200 tabulator.
- ✔ **Touch-screen interface.** The interconnected touch screen and tactile navigational keypad buttons provide complete independence for the voter as he or she casts a ballot. The official ballot is provided simultaneously in both audio and visual formats. The ExpressVote automatically protects against overvotes and can alert the voter to undervotes.
- ✔ **Controlled & reduced costs.** The ExpressVote uses an internal thermal printer to print vote selections, eliminating the replacement of costly consumables like ink, toner, or drums that need replaced on Election Day. Unused cards can be used in future elections, *so there is no waste with the ExpressVote*. Reducing the need and expense for pre-printed paper ballots cuts traditional

ballot printing costs significantly. ExpressVote makes budgeting for recurring expenses easy and accurate.

- ✔ **Accessibility compliant.** ExpressVote meets and exceeds the most rigorous 2005 Voluntary Voting Systems Guidelines and HAVA section 301 accessibility requirements providing the industry-leading universal voting system for all eligible voters without discrimination of voters with disabilities.
- ✔ **Vote Session Activator.** Election officials no longer have to guess the number of ballots to print. Instead, an inexpensive Vote Session Activator™ card determines the ballot style presented on the touch screen. When used in conjunction with the ExpressVote printer, the ExpressPoll electronic poll book can create an activation card with a barcode that identifies the correct ballot style for each voter. The activation card is simply inserted into the ExpressVote BMD by the voter and their ballot is automatically selected and displayed.

Voters Laud the ExpressVote:

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

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

Thank you, Franklin, Virginia!

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

DS200® TABULATOR



DS200® tabulator pairs with the ExpressVote ballot marking device (BMD) to meet the City of Philadelphia's polling place vote marking and tabulation needs. It combines the best attributes of a paper-

based system with the flexibility and efficiency of a digital environment. Much like the DS450 high speed digital scanner, precise ballot sensors simultaneously scan both sides of a ballot in high resolution. Thus, cast vote records and ballot images can be stored on memory devices and reviewed in the Electionware Reporting module or they can be exported from Electionware for review on a standard PC. The DS200 is designed with flexibility to support a wide range of ballot configurations and designs while being the easiest, most accurate, and most user-friendly machine in the market today which is why *more than 34,000 DS200 tabulators are in use in 24 states.*

DS200: KEY FEATURES & BENEFITS

- ✔ **Completes the ExpressVote solution.** Pairs with the ExpressVote BMD as part of a complete solution.
- ✔ **Unique user-friendly design.** The DS200 tabulator was designed for easy setup – opening the lid powers on the unit in one simple step. The paper path, scanner bars, and other key maintenance components can easily be accessed in seconds. The closing process is as simple as touching the “close polls” button with the rest of the process being automated.
- ✔ **Patented technology.** The DS200 features advanced technology to enhance voting system accuracy and enable instant voter verification. The DS200 can be set to query voters about overvotes, undervotes, blank ballots, and other situations. Voters can verify on-the-spot that their votes will be counted as they intended.
- ✔ **Large display.** Our **12-inch display**, the largest in the market today, enhances voter, election staff, and poll worker interfaces and usability. It provides immediate feedback and instructions to the voter in the language he or she selects.
- ✔ **Internal battery backup.** The DS200 has a built-in internal battery backup designed to meet the EAC 2005 VVSG certification standards. No external UPS (uninterruptible power supply) is necessary.
- ✔ **Integrated thermal printer.** In response to customer input, the DS200 tabulator’s printer eliminates the need for a spool or ink cartridge. Simply remove the used plastic core and drop in a new roll of thermal paper and the tabulator is ready to go – it’s that easy.

DS450® HIGH-SPEED CENTRAL SCANNER AND TABULATOR



Customizable sorting is now more affordable than ever with the DS450® high-throughput central scanner and tabulator. The DS450 does not stop for overvotes, write-ins, or blank ballots. ***This scanner and tabulator uses our patented technology, which increases the accuracy of tabulation and reducing manual adjudication time.***

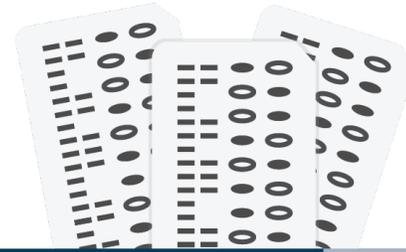
Our revolutionary DS450 central count tabulator will reduce the City of Philadelphia's financial footprint by minimizing the City's absentee ballot processing time (and hence, the need to pay overtime). The DS450 is a tailor-made solution for the ever-growing number of mailed in (absentee) ballots. Its durability eliminates the need to reinvest in equipment over the standard lifespan of election systems, maintaining affordability for all.

DS450: KEY FEATURES & BENEFITS

- ✔ **Recounts.** In case of a recount, the DS450 can be used to rapidly perform a recount of paper ballots and vote summary cards. Electionware can restrict the election definition to a subset of contests or precincts specified for a specific recount.
- ✔ **Mail ballot processing.** The DS450 was designed for mail ballot processing. Its speed, ease of use, and ability to process folded ballots make it ideal for rapidly and accurately processing mailed-in ballots.
- ✔ **Accuracy.** ES&S' *patented* image recognition technology ensures ballots are read accurately and consistently, protecting voter intent and eliminating manual adjudication time. The DS450 recognizes common voter marks and is not fooled by stray marks or smudges.
- ✔ **Speed.** Troublesome folded ballots are no longer difficult to handle with the DS450 tabulator's TruGrip technology. The DS450 can scan, tabulate, adjudicate and sort ballots at the rate of 90 ballots per minute, eliminating the need to hand-feed ballots one-by-one.
- ✔ **Ease of use.** The DS450 features a user-friendly software interface on an easy-to-use 15-inch LCD color touch screen display. Simply place a stack of ballots in the feed hopper and press start. The DS450 will scan, tabulate, and sort the ballots without any further interaction by the operator.
- ✔ **Folded ballot processing.** The DS450 was designed with a series of patent-pending TruGrip™ composite rollers that apply constant pressure to folded ballots throughout the entire tabulating process without losing speed.

✔ **Flexibility.** The DS450 offers three separate sorting bins that enable the City to sort specific types of ballots. Which ballots are sent to three separate sorting bins can be customized. The DS450 can separate ballots for a variety of reasons, like write-in votes, over-votes, or blank ballots, without losing speed.

✔ **Auto adjudication.** The DS450 central count tabulator saves time and money by adjudicating ballots for you. Its patented auto-adjudication intelligently recognizes common voter marks automatically as the ballots are scanned, reducing the number of ballots subject to review by up to 68 percent. Out of 1,000 ballots our competitors' systems send for manual review, the DS450 will automatically and accurately adjudicate up to 680, leaving only about 320 ballots for review. The DS450 was purpose-built by election



DS450® reduces the ballots sent for review by up to **68%**

professionals for election professionals to securely and accurately scan and tabulate ballots. We encourage consideration of a side-by-side comparison of the DS450 with our competitors' central tabulators. The City of Philadelphia will see the job gets done faster and more accurately with the DS450.

ELECTIONWARE® ELECTION MANAGEMENT SYSTEM SOFTWARE SUITE



Electionware® is our election management system (EMS) software solution that provides complete election management. The City of Philadelphia may use Electionware software to ***create the election information database, format ballots, program ballot scanning equipment, create voice files, count ballots, and generate results reports.*** Electionware is a fully integrated election management software application that will allow the City of Philadelphia to complete election management tasks through a uniform user experience. It has a powerful and intuitive interface and a single, common relational database.

ELECTIONWARE: KEY FEATURES & BENEFITS

✔ **Ease of use.** Electionware is an easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows users to program elections and create and layout ballots much faster.

- ✔ **Security.** Electionware incorporates the very latest in election security, including heightened audit controls and change management processes that are built-in to make sure the City of Philadelphia election data is safe and secure.
- ✔ **Single user interface.** Electionware comprises several modules, each one representing a stage of the election creation process. Stepping through each module allows the user to systematically proceed with election creation free from worry that key steps have been overlooked.
- ✔ **Integrated help system.** Electionware contains an interactive, comprehensive help system.
- ✔ **Multi-user support.** Electionware's multiple user support allows election officials to simultaneously enter information and prepare data from several workstations. Each user is assigned their own login credentials and level of access while the system tracks all actions in its robust Events Log.
- ✔ **Election results reporting.** The Electionware suite's election results reporting program can generate paper and electronic reports for election officials, candidates, and the media. Reporting features enable the user to read data from the tabulators, customize report formats, and accumulate accurate election results.

EXPRESSPOLL® ELECTRONIC POLLBOOK SYSTEM



To meet the City of Philadelphia's needs and provide the most accurate and cost-effective solution for election officials, poll workers, and voters alike, ES&S is offering our industry-leading durable and proven electronic pollbook solution, the ES&S ExpressPoll® system.

The ExpressPoll Electronic Pollbook system has performed with *unmatched precision in some of the highest voter turnout elections in history*. The electronic pollbook supplier the City of Philadelphia selects should have a track record of successful electronic pollbook system use during multiple large turnout Presidential Election cycles, not just one. ES&S and the ExpressPoll system uniquely offers this proven performance in conjunction with our tabulation products.

EXPRESSPOLL: KEY FEATURES & BENEFITS

- ✔ **Proven electronic pollbook experience.** ES&S has been successfully implementing electronic pollbook systems for over (15) years. System installations include the largest system implementations

in the United States, including statewide implementations in Georgia (6.9 million registered voters) and Maryland (3.9 million registered voters).

- ✔ **Automated, accurate ballot style delivery.** The ExpressPoll electronic pollbook interfaces directly with the ExpressVote product family. When used in tandem with the ExpressVote Activation Card printer, the ExpressPoll can automatically print the correct ballot style bar code for each voter on the ExpressVote/ExpressVote XL Voter Activation Card. This patented, automated process virtually eliminates the risk of a poll worker providing an incorrect ballot style to a voter. Printing each voter's correct ballot style bar code directly onto the Voter Activation Card which the voter inserts into the ExpressVote unit also eliminates the need for the use of a separate piece of paper containing each voter's ballot style bar code. Providing the voter with two documents (bar code printed on a receipt and a blank Voter Access Card) dramatically increases voter and poll worker confusion, not to mention increasing the overall cost of the system, as a separate bar code scanner would have to be added to each ExpressVote unit to read the bar code contained on a separate receipt.
- ✔ **Unmatched ExpressVote/ExpressVote XL Pennsylvania Commonwealth Certification.** The ExpressPoll system is the only electronic poll book system that has received Pennsylvania Commonwealth Certification to interface directly with the ExpressVote and ExpressVote-XL tabulation systems. This patented interface includes printing the correct ballot style bar code on the Voter Activation Card used with both systems. "The ES&S ExpressPoll EZRoster 3.5.0.1 system presented for approval to Pennsylvania Department of State included the ExpressVote Activation Card Printer, used to print the correct ballot style bar code on the ExpressVote Voter Activation Card. The component was reviewed and is approved for use in Pennsylvania."
- ✔ **Tablet data loading.** Provides for a one-step secure tablet data loading process for all ballot styles and screen information.
- ✔ **Detailed audit trail.** The ExpressPoll system audit trail information contains the name(s) of the election judge(s) that completed each task, providing election judge accountability.
- ✔ **Stable operating system.** Microsoft has provided a product roadmap committing to all customers that the Windows 10 operating system will be supported with security updates through at least October 2026.
- ✔ **Full System Battery Backup Option.** In addition to the standard battery backup in the ExpressPoll Tablet, additional battery backup is optionally available for all the peripherals integrated into and connected to the Integrated Stand. This means "full" system functionality even during power outages. This battery backup is especially important when printing the ballot style bar code for the ExpressVote unit.

CentralPoint® is a web-based application used with the ExpressPoll electronic pollbook system that allows the City of Philadelphia Election Commissioners to *monitor your system-wide poll activity from one location*. It displays, monitors, and tracks poll place information in real time. This information is presented in graphical charts, maps, and reports on an easily monitored dashboard display. CentralPoint's dynamic, real-time insight allows election officials to instantly manage poll locations.

CENTRALPOINT: KEY FEATURES & BENEFITS

- ✔ **Real-time insight.** Quickly resolve problems with interactive alerting and automated notifications.
- ✔ **Current voter validation intelligence.** CentralPoint enables election officials to view voter validation activity as it happens with vivid charts, maps, and a dynamic interactive dashboard. It provides information on who voted by party, precinct, polling place, or hour.
- ✔ **Poll oversight.** CentralPoint displays the poll opening and closing status and poll location traffic. If used, paper ballot thresholds can also be monitored by the CentralPoint System, alerting election officials before specific paper ballot style quantities are about to run low.
- ✔ **Equipment oversight.** CentralPoint informs election officials about pollbook equipment in the polling place, such as battery status, time pollbooks opened and closed, and connectivity. The application provides a map that includes the status of all ExpressPoll units in use throughout the jurisdiction. CentralPoint can display whether an ExpressPoll unit has been turned on, if it's operating on battery or AC power, and what the remaining battery charge level is on any unit at any time.
- ✔ **Automatic alerts.** Based on pre-programmed system thresholds, system alerts can automatically be sent to rovers or election officials. For example, a local rover can be alerted when a polling location does not turn on the ExpressPoll unit by a designated time prior to the time the polls should be open.

WHY ES&S?

WHY SHOULD THE CITY OF PHILADELPHIA CHOOSE ES&S?

ES&S offers the City of Philadelphia the right solution implemented, serviced and supported by the election industry's most experienced team for integrated solutions. Above all, we offer the City of Philadelphia the promise of our continued outstanding support and customer service. In addition, doing business with ES&S provides the City of Philadelphia with the following:

- ✔ **ES&S is a proven, financially stable company.** The City of Philadelphia has the peace of mind and security of knowing that ES&S is the most experienced, financially sound elections company. *With approximately 40 years of elections experience and more than 450 employees*, ES&S is well-positioned to support the City of Philadelphia and sustain the tabulation system in the City of Philadelphia for years to come.
- ✔ **A high-value solution.** ES&S provides the City of Philadelphia the most cost-effective, efficient, low-risk option available. By selecting ES&S, Philadelphia election officials are providing the City of Philadelphia the confidence that its investment is sound and its systems will be sustained by one company for at least 15 years.
- ✔ **A truly Universal Voting System.** The ExpressVote Universal Voting System family of products not only wins accolades from disability advocacy groups, but also provides *touch-screen voting with a verifiable paper audit trail for every voter*. If the City of Philadelphia chooses the ExpressVote XL, a *full-face Universal Voting System*, it will also have the advantage of providing full-face ballots and enabling vote marking and tabulating on a single unit.
- ✔ **Most secure and accurate tabulation systems available.** Our digital tabulating equipment is the *most accurate and secure in the industry*. With our unique patents, ES&S image recognition technology ensures ballots are read accurately and consistently, protecting voter intent and eliminating manual adjudication time.
- ✔ **Innovative high-throughput auto adjudication and sorting.** The DS450 is the only purpose-built tabulator in the marketplace that can scan and sort ballots at a high rate of speed. It can scan, tabulate, adjudicate and sort 300 ballots per minute. The DS450 adjudicates at approximately three times the speed of competing devices because the machine does the thinking. *Users can run much larger batches than with a COTS scanner, because the DS450 will outstack them. No need to stop the scanning and search for the defective ballot(s).*
- ✔ **Proven implementation and in-commonwealth service and support.** With 40 years of elections expertise, no other vendor can compete with ES&S implementation, service and support plans.

SUMMARY

Our comprehensive solution will provide the City of Philadelphia with an *end-to-end, reliable, cost-effective, state-of-the-art* solution for Voting Machines, Electronic Pollbook, Elections Management, and

Absentee Voting System. ES&S can offer the City of Philadelphia the advantage of ***one entity to manage all aspects of the end-to-end, integrated voting systems solution.*** There will be no gray areas of responsibility as there would be in a system with multiple vendors. ES&S will handle it all.

This integrated system, provided by one vendor, will meet the needs of the City of Philadelphia voters well into the future. The City of Philadelphia staff and poll workers will find our equipment ***easy to transport and set up*** on Election Day and ***convenient to store and maintain*** when the election is over. And, as always, our ***team of customer service and technical support experts*** that together comprise the ES&S Help Desk will be available to assist with any questions or concerns that arise throughout the year and during the election event.

Because the ExpressVote XL tabulation system, a ***full-face Universal Voting System***, has a faster throughput, it handles the 650 voters per voting machine requirement in the RFP. The ExpressVote XL will be the 1-to-1 replacement of the City of Philadelphia's Danaher voting machines. With the alternative solution – such as a paginating voting machine system – the voter will navigate through the contests and candidates, which takes longer to vote. Nationally, the recommendation for a paginating system is one (1) touch screen for every 200-250 registered voters. The purchase of a paginating system would be a 3-to-1 replacement of the Danaher units.

Thank you for this unique opportunity and we look forward to partnering with the City of Philadelphia in bringing the best and most complete election technology, service and support to the City and its voters.

STATEMENT OF WORK

ES&S RESPONSE SUBMISSION FOR CITY OF PHILADELPHIA NEW ELECTION SYSTEM REQUEST FOR PROPOSAL

INTRODUCTION

This Statement of Work (“SOW”) describes scope, deliverables, milestones, timelines, requirements, risks, and assumptions required to complete this effort, referred to as the “Project.” ES&S will work closely with the City on the various tasks associated with a new implementation, including but not limited to delivery, installation, training, project management, user acceptance testing, proof of concept (mock election), logic and accuracy testing and election related support.

OBJECTIVES

The SOW objectives are to describe the implementation of the proposed systems, as follows:

- ✔ To implement the ExpressVote XL™ Full-Face Universal Voting System (ExpressVote XL) or the DS200 and ExpressVote Ballot Marking Device solution in the City for first use in the November 5, 2019 Municipal General Election.
- ✔ To implement the DS450® High-Throughput Central Tabulator (DS450) for first use in November 5, 2019 Municipal General Election.
- ✔ To implement the ExpressPoll® Electronic Pollbook system (ExpressPoll) in the City of Philadelphia for first use in the November 5, 2019 Municipal General Election or alternatively for the April 28, 2020 Primary Election.
- ✔ To implement the CentralPoint® electronic pollbook management software in ES&S’ hosted environment for access by those authorized users within the City for first use in the November 5, 2019 Municipal General Election or alternatively for the April 28, 2020 Primary Election.

PROJECT RESOURCES

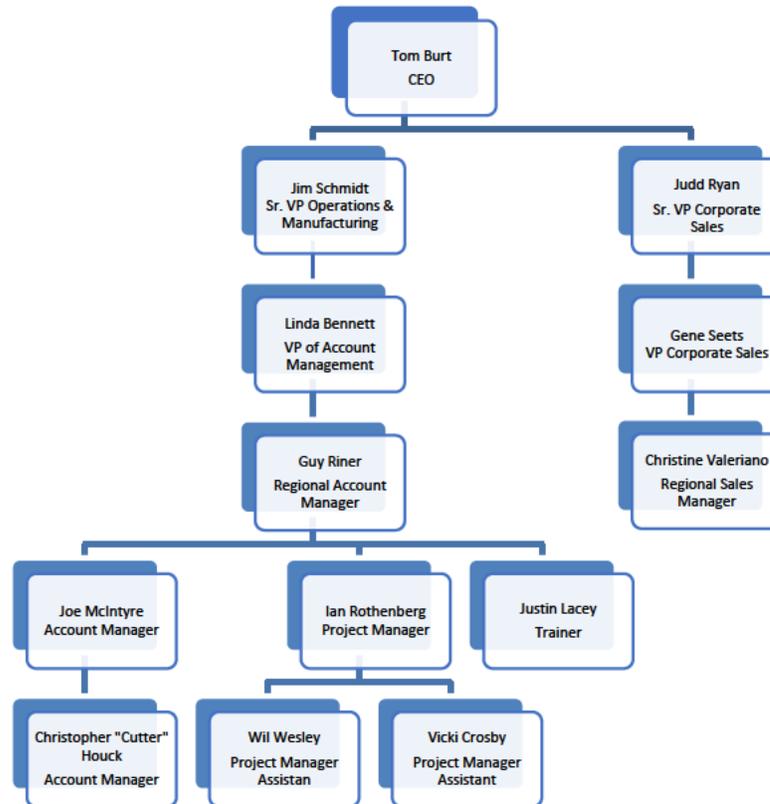


Figure 1.1

ES&S RESOURCES

TEAM ROLES

ES&S PROJECT MANAGEMENT TEAM

The ES&S project management team shall be responsible for the overall planning, communication, management and coordination of ES&S services in conjunction with the account management team. This team shall be the liaison for The City of Philadelphia with ES&S as it pertains to all products, services and obligations set forth in the Agreement.

- ✔ **Ian Rothenberg, Project Manager – Lead**
- ✔ **Vicki Crosby, Project Manager – Philadelphia**
- ✔ **Wil Wesley, Project Manager – Philadelphia**

ES&S ACCOUNT MANAGEMENT TEAM

The ES&S account management team will work closely with the project manager and the City to develop a timeline of activities, provision of deliverables, and critical milestones. Your account manager will ensure the

City is fully supported and knowledge is successfully transferred to the City staff. ES&S team members will be onsite and use various proven reporting tools and status updates reports throughout the project to communicate with the City. The account manager will also bring technical, election system implementation experience along with consulting and training capabilities.

- ✔ **Joe McIntyre, Account Manager**
- ✔ **Christopher “Cutter” Houck, Account Manager**

ES&S SENIOR ACCOUNT MANAGEMENT

A highly experienced ES&S Vice President of Account Management will be overseeing the project and will serve as an escalation point and project sponsor to The City of Philadelphia and the ES&S project team.

- ✔ **Guy Riner, Regional Manager, Account Management**
- ✔ **Linda Bennett, Vice President, Account Management**

ES&S TECHNICAL SERVICES LEADERSHIP

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

- ✔ **Michael Anthofer, Director, Technical Services**
- ✔ **Christopher Grabow, Senior Specialist, Technical Services**

ES&S TECHNICAL SUPPORT TEAM

ES&S’s dedicated on-site project team is the City of Philadelphia’s first point of contact for all project-related and technical issues.

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

- ✔ **Joshua Quinn, Director, Training & Support**
- ✔ **Matthew Ferro, Manager, Technical Support**

ES&S FIELD SERVICES TECHNICIANS

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

CITY OF PHILADELPHIA RESOURCES

To be determined.

SCOPE OF WORK

This section describes the deliverables, products, and services required under this RFP. The City reserves the right to change the scope of work at any time.

2.1 PROJECT MANAGEMENT

Provide project management services for implementation of the proposed solution throughout the Applicant's engagement with the City.

The City may, at its sole discretion, engage additional vendors beyond the selected Applicant(s) to provide certain professional services. The selected Applicant(s) may be required to work with other vendors during various phases of implementation.

ES&S RESPONSE

Project management is an ongoing joint effort between the City of Philadelphia and ES&S. The resources necessary to successfully implement and maintain the new systems referenced in this SOW for the time periods outlined for each respective area are set forth in this SOW under Resource Requirements.

ES&S will work with the City of Philadelphia throughout each phase of the project and shall update the Project Schedule and other project documents, as required. The Project Schedule included at time of RFP submission shall be deemed the starting point for the mutually agreed upon schedule. Any changes to schedule or scope will be jointly assessed for impact on the health of the overall project.

ES&S' project management approach will be a combination of project team members working on location in the City of Philadelphia, from our Omaha headquarters and other remote locations. The original RFP bid proposal includes the following support services considering an award date of February 13, 2019 through the November 5, 2019 General election.

Support Services included in ES&S's RFP bid submission	Number of Days
On-site Project Management Days (1 lead Project Manager and 2 Project Assistants)	328
Tabulation Hardware Operations Training (ExpressVote XL, or DS200/ExpressVote and DS450)	2
EMS Software Operations Training (PYO Ballot Layout and Coding)	5
Pollbook and CentralPoint Operations Training	1
Poll Worker Training	40
Proof of Concept/Pilot/Mock Election Test	5
On Site PYO Coding and Layout Assistance and Testing	9
Voter Education Demonstrations	10
Tabulation Logic and Accuracy Testing (4 people for 20 days each)	80
Pollbook Logic and Accuracy Testing (4 people for 14 days each)	56

Election Day Site Support events	11 ES&S Representatives for the Nov. 5, 2019 Election
----------------------------------	---

Table 1.1

2.2 VOTING MACHINES

*For applicants that supply voting machines, provide voting machines that meet the requirements set forth in Appendix E. The voting machines must be certified by the federal Election Assistance Commission and the Commonwealth of Pennsylvania Department of State **by the time of Applicant selection, which is expected to be February 13, 2019.***

ES&S RESPONSE

The items below comprise the hardware and software solution for the City of Philadelphia, are currently certified in the State and meet the criteria set forth in **Appendix E**.

ExpressVote XL full-face units

DS450 central count units

ExpressVote ballot marking device units

DS200 tabulator units

2.3 ELECTRONIC POLL BOOKS

*For applicants that supply electronic poll books, provide an EPB solution that meets the requirements set forth in Appendix E. The EPB solution must be certified by the Commonwealth of Pennsylvania **by the time of Application selection, which is expected to be February 13, 2019.***

ES&S RESPONSE

The items below comprise the hardware and software solution for the City of Philadelphia, are currently certified in the State and meet the criteria set forth in **Appendix E**.

ExpressPoll poll book units

ExpressVote Printer

2.4 NETWORK DESIGN AND ADMINISTRATION

Evaluate the City Commissioners' existing private network infrastructure for election night reporting, recommend a solution (maintain existing network infrastructure, upgrade, or replace it), implement the recommended solution, and manage the network. See Section 3.8.2 for more details.

ES&S RESPONSE

For background, our cost proposal includes a federal and state certified Election Management Software network. At the City's request, we will evaluate the existing private network infrastructure for election night reporting, recommend a solution (maintain existing network infrastructure, upgrade, or replace it), implement the recommended solution, and manage the network. The costs associated with the implementation of a solution other than what we have proposed, and the ongoing management of the network will be reviewed and agreed to by the parties.

3.8.2 NETWORK DESIGN AND ADMINISTRATION

The City Commissioners' Office currently has several private networks that link computers within and across 8 remote transmission centers (RTCs) for election night reporting. The RTCs are located throughout the city; two (2) are central / headquarters locations for election related operations. Election night results are transmitted from RTCs to a designated website owned by the City Commissioners.

The selected Applicant will be expected to manage the City Commissioners' private network(s) for election night reporting.

Prior to implementation of a solution, the selected Applicant may be asked to evaluate the City Commissioners' existing network infrastructure for election night reporting and make a recommendation to either maintain the existing infrastructure, upgrade it or replace it. If an upgrade or replacement is recommended, the Applicant will be responsible for network design and implementation. In any case, the Applicant will be responsible for network administration.

Given the Applicant's potential role in network design and implementation, Proposals must include the following:

1. Detailed specifications for recommended network setup and related equipment

ES&S RESPONSE

For background, our cost proposal includes a federal and state certified Election Management Software network. At the request of the City, ES&S will evaluate the third-party components currently in place including the election night results transmission network. This includes network architecture currently in place and the requirement for Juniper products for all network communication.

ES&S agrees to work with the City to determine the best go-forward solution for the EMS configuration, installation and network infrastructure support.

The network diagram below represents a typical EMS configuration we'd propose for a jurisdiction with requirements as set forth in the City of Philadelphia's RFP. Actual configuration will be determined after consultation with the City of Philadelphia.

Please see **Attachment A: System Diagrams**.

The proposed EMS solution is a closed-loop, "air-gapped" local area network (LAN) that complies with certified product solution in the State of Pennsylvania. The network architecture is comprised of a server, workstations and networked central count tabulators connected through a single, closed network utilizing a single network switch without access to any other networks. This solution is designed to meet VVSG requirements as well as provide a sustainable and secure network solution.

ES&S also offers solutions that transmit results over a parallel election management suite for transmission of unofficial results. ES&S can help consult the City to ensure all Commonwealth guidelines are met for official and unofficial transmission of results.

Please see **Attachment B: System Hardening** and **Attachment C: System Specifications**.

2. Performance standards (throughput, processing volumes, response times, etc.) that the system will satisfy if installed on the recommended equipment.

ES&S RESPONSE

THROUGHPUT/PROCESSING VOLUME

EMS Network

The EMS network link speed is set to 1 Gbps on all clients, servers and network switch devices.

ExpressVote XL full-face units

The voter can insert their activation card and activate their vote session in seconds. The combination of the intuitive, full-face voting interface and the high-speed paper path for printing, scanning, and casting the voter's paper record, the ExpressVote XL will meet or exceed the average voting time of three (3) minutes or less. Based on test cases of ExpressVote XL, voter throughput is faster on a full-face voting machine with all contests and candidates on one screen. This results in a 1 to 1 replacement of the City's existing voting system.

DS450 central count units

The DS450 scanner and tabulator unit's nominal processing speed for folded ballots in ballots per minute (bpm): 11 inches - 92 bpm; 14 inches - 75 bpm; 17 inches - 63 bpm; 19 inches - 50 bpm.

ExpressVote ballot marking device units

Marking a ballot with the ExpressVote interface can take as little as a few seconds to up to several minutes depending on the length and complexity of the ballot and the input method selected by the voter (audio, display, rocker paddle, or sip & puff). Typical ballots can be completed in under three (3) minutes.

This paginating system will take longer than a full-face voting system as voters must vote contest by contest. This results in a 3 to 1 replacement of the City's existing voting system.

DS200 tabulator units

The time to mark and cast a vote on the DS200 is dependent on the length of the ballot (number of ballot pages and contests). It takes approximately 4-6 seconds per page to scan a ballot on the DS200, as compared to our competitors' products which will process a single ballot in 10 seconds.

ExpressVote Printer

The ExpressVote Printer has an up to 3" per second print speed.

ExpressPoll Electronic pollbook units

The ExpressPoll is the easiest, most intuitive electronic pollbook in the marketplace. Poll workers of all ages use the system with ease.

The ExpressPoll enables poll workers to validate voters 60-75 percent faster than using a paper pollbook. The average check-in time is less than 30 seconds.

3. Security measures to minimize vulnerabilities and mitigate risk of security threats

ES&S RESPONSE

The EMS is configured to a hardened environment in a closed loop, "air-gapped" network. Hardening of the Election Management System (EMS) is the process of configuring servers, workstations, and network equipment in an effort to minimize security vulnerabilities and have a standard configuration of the EMS for each release. Configuration settings are based on security best practices and recommendations from Federal and Industry Standards that provide specific and actionable ways to prevent malicious activity and improve the collective security of EMS systems.

When an ES&S EMS system or network is hardened, the cybersecurity posture of the network is improved which lowers the risk to outside threats. EMS hardening configures the EMS systems and network to include only the services, applications, utilities, and settings required to successfully operate the EMS. By utilizing certified scripts and updates, a standard configuration that has been developed, tested, and certified ensures a secure and reliable voting infrastructure. System hardening is aligned with Federal and Industry Standards to achieve acceptable levels of integrity and reliability of voting systems. Moreover, hardening provides many benefits to an EMS system including Security, Reliability, and Standardization.

Please see **Attachment B: System Hardening**.

4. A diagram of the proposed network architecture.

Note: The City requires Juniper products for all network-related equipment.

ES&S RESPONSE

ES&S will meet with the City's technical teams to evaluate the third-party components currently in place including the election night results transmission network. This includes network architecture currently in place and the requirement for Juniper products for all network communication.

As part of the solution ES&S is proposing certain EMS components and minimum specifications that are certified for use. ES&S agrees to work with the City to determine the best go-forward solution for the EMS configuration, installation and network infrastructure support.

The network diagram below represents a typical EMS configuration we'd propose for a jurisdiction with requirements as set forth in the City of Philadelphia's RFP. Actual configuration will be determined after consultation with the City of Philadelphia.

Please see **Attachment A: System Diagram**.

The proposed EMS solution is a closed-loop, "air-gapped" local area network (LAN) that complies with certified product solution in the State of Pennsylvania. The network architecture is comprised of a server, workstations and networked central count tabulators connected through a single, closed network utilizing a single network switch without access to any other networks. This solution is designed to meet VVSG requirements as well as provide a sustainable and secure network solution. ES&S also offers solutions that transmit results over a parallel election management suite for transmission of unofficial results. ES&S can help consult the City to ensure all Commonwealth guidelines are met for official and unofficial transmission of results.

2.5 TECHNICAL SUPPORT

Provide ongoing technical support in accordance with terms set forth in Section 3.10.2.

ES&S RESPONSE

ES&S agrees and will comply. Please see our response to **Section 3.10.2**.

3.10.2 TECHNICAL SUPPORT

Describe your support model, which should include the following:

1. Problem resolution procedures, including problem severity classifications, response times and "fix" times for each level of severity.

ES&S RESPONSE

ES&S will provide the City of Philadelphia with a dedicated Project Management team and Account Management team. ES&S has a large footprint in the Commonwealth of Pennsylvania and many dedicated resources to assist the City throughout implementation and beyond.

PRIORITY CODE 3 – LOW/MEDIUM

Minor feature/function/device failure. Program or equipment does not operate as designed or expected with moderate disruption of work. Customer may know of an acceptable interim workaround. Minor problem or general inquiry.

The issue will be addressed by the project manager or your account manager. If additional help is needed, Tier 2 Technical Support Team (Help Desk) technicians, who answer general and procedural questions with

respect to the use and operation of the products in a certified configuration, will assist. These experienced technicians understand the configuration, operation and use of ES&S software and hardware. They have access to troubleshooting techniques as well as workaround solutions to timely resolve any question or issue.

All calls placed to ES&S' Technical Support Team (Help Desk) will be answered as soon as the incoming call is received during the support hours described below. In the event ES&S' Tier 2 software technicians are unable to resolve the question or issue, ES&S will elevate such question/issue to the ES&S' Tier 3 level of support for response and resolution. In the event ES&S' Tier 2 hardware technicians are unable to resolve the Customer's question or issue, ES&S will elevate such question/issue to a Field Services technician and/or the ES&S Tier 3 level of Hardware Support for response and resolution.

PRIORITY CODE 2 – HIGH

Major feature/function/device failure. Operations are severely restricted with a major disruption of work. Customer is not aware of an acceptable interim workaround.

Software issues in this category are initially addressed by Tier 2 Technical Support Team (Help Desk) technicians, who answer general and procedural questions with respect to the use and operation of the products in a certified configuration. These experienced technicians understand the configuration, operation and use of ES&S software and hardware. They have access to troubleshooting techniques as well as workaround solutions to timely resolve any Customer question/issue

Hardware issues in this category are initially addressed by Tier 2 Field Services technicians, who have the most detailed and experienced understanding of ES&S' hardware. The Tier 2 Field Services technicians may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to normal working condition as soon as possible. In the interest of time, and under certain circumstances, the recommendation may be to remove a piece of hardware from service and replace it with a backup unit or to use another mutually agreed-upon workaround.

Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.

NOTE: ES&S advises customers to maintain sufficient backup precinct devices.

PRIORITY CODE 1 – CRITICAL

Entire production system is down. Program or device is unusable or inoperable resulting in total disruption of work or severe/critical impact on the business. Customer not aware of any workaround.

ES&S' Tier 3 level of *software support* begins immediately to resolve these critical issues. These ES&S software engineers and product owners have the most detailed understanding of ES&S' software. These ES&S staff will provide thorough troubleshooting as well as workaround solutions to resolve any customer questions/issues as quickly as possible and enable the customer to continue preparing for, or conducting the election with minimal disruption.

ES&S' Tier 3 level of *hardware support* begins immediately to resolve these critical issues. These ES&S Field Services technicians and product line engineers have the most detailed and experienced understanding of the components and configuration of ES&S' hardware. The Tier 3 Field Services technicians and product line engineers may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return

such hardware to normal working condition as soon as possible. In the interest of time, and under certain circumstances, the recommendation may be to remove a piece of equipment from service and replace it with a backup unit or to use another mutually agreed-upon workaround.

NOTE: ES&S advises customers to maintain sufficient backup precinct devices.

TIER 2 LEVEL OF SUPPORT

When a customer calls the ES&S Technical Support Team during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.

- ✔ Hours/days of operation: Monday - Friday, 8:00 a.m. to 8:00 p.m. Eastern
- ✔ After hours: Contact the Account Manager, Project Manager, or Regional Sales Manager. Additionally, the City could leave a message with the Help Desk and the call will be returned the next business day.
- ✔ After hours critical issues: on-call technician will be notified to return call as soon as possible
- ✔ Hours of operation during scheduled elections: For a 24-hour period beginning at 5:00 a.m. Eastern on Election Day.
- ✔ ES&S maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the customer can notify ES&S of these dates and Tier 2 support will be staffed accordingly.

Regarding repair times, ES&S will work with the City to determine a mutually agreed upon response time. ES&S and the City of Philadelphia share the mutual goal of quick resolution to all issues during the course of the implementation and through post-election including any recounts.

2. Escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

ES&S RESPONSE

TIER 3 LEVEL OF SUPPORT

Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status. The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the Tier 2 technician will work with Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the design, development, and deployment of system changes, including any updates and enhancements.

In addition, ES&S will work with the City of Philadelphia to mutually agree upon certain service level requirements that will allow ES&S to timely resolve any issues which may arise with ES&S' voting system while meeting the needs of the City.

3. Proposed service level agreements

ES&S RESPONSE

Please see **Attachment D: ES&S Sample Agreements**.

4. On the ground, in-person support for the following:

a. Pre-election support, including:

i. Ballot creation assistance and training

ii. System set up

iii. Pre-election logic and accuracy testing

iv. Set up for Election Day voting

b. Election Day support and troubleshooting assistance, including:

i. Answering service calls

ii. Tabulation and reporting of results both for the unofficial and official canvass

iii. Post-election testing and reporting

iv. Post-election audits

v. Any possible recounts.

5. In-person support personnel that meet the following criteria:

a. Well-trained and certified in the use of the solution

b. Conversant in the English language

c. Licensed and insured to drive within Pennsylvania

d. Have reliable transportation

e. Have immediate access to other employees or agents of the Applicant who can provide additional assistance if necessary.

ES&S RESPONSE

ES&S' field services support resources consist of 40 full-time equipment technicians and more than 100 certified technician subcontractors capable of providing specialized support and maintenance for our voting system product line. During peak election periods, our field services team hires additional technical representatives who will deploy throughout the U.S. to augment the full-time equipment technicians. Furthermore, each of ES&S' 450+ employees are trained to provide on-site election support.

Tier 2 Level of Support

ES&S Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

Option 4 and then Option 1 for Hardware Support

Option 4 and then Option 2 for Software Support

Email: software@essvote.com for Software Support; hardware@essvote.com for Hardware Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Hours/days of operation: Monday - Friday, 8:00 a.m. to 8:00 p.m. Eastern
- After hours: Leave a message and call will be returned the next business day.
- After hours critical issues: on-call technician will be notified to return call as soon as possible
- Hours of operation during scheduled elections: For a 24-hour period beginning at 5:00 a.m. Eastern on Election Day.
- ES&S maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the customer can notify ES&S of these dates and Tier 2 support will be staffed accordingly.

Tier 3 Level of Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.
- The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the Tier 2 technician will work with Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the design, development, and deployment of system changes, including any updates and enhancements.

In addition to our Technical Support Desk, ES&S has proposed on-site support services as outlined in the Project Management section 2.1. Trained ES&S representatives will assist the City with all pre-election, day of election and post-election tasks as required and outlined in this Statement of Work. ES&S agrees that all personnel assigned to the project will meet the City's requirements set forth.

2.6 MAINTENANCE

Provide maintenance of solution components in accordance with terms set forth in Section 3.10.1.

ES&S RESPONSE

Please see our response to **Section 3.10.1**.

.....
Describe your maintenance model, which should include the following:

1. A description of the services for all parts of the solution, including hardware, software, updates to firmware or software, peripherals, and whether solution uses “Commercial-off-the-Shelf”, proprietary products, or a mix of both.

ES&S RESPONSE

Subject to the conditions contained in our ES&S Standard Agreement, our license, maintenance and support model provides that we will maintain and support the ES&S Software and ES&S Hardware in such a way that it conforms with their specifications in all material respects. We will also ensure that the ES&S Software and ES&S Hardware, which are proprietary products, will operate in conjunction with third party products provided by ES&S, chief among them the EMS network hardware and software. Further, the City will be entitled to new releases, upgrades or maintenance patches of the firmware and software.

The maintenance and support model for the City will also incorporate our Certified Technician program will allow City personnel to service the ES&S hardware and perform firmware and software upgrades as agreed to by the parties.

Finally, certain items such as consumables and some third-party products such as voting booths fall outside of the scope of our maintenance programs.

.....
2. A proposed service and maintenance schedule.

ES&S RESPONSE

Full system documentation, including detailed information for recommended service procedures, will be provided upon award. ES&S recommends annual preventative maintenance for the ExpressVote XL, DS450, ExpressVote Ballot Marking Device, and the DS200 tabulator either to be conducted in between two elections or prior to the election season. ES&S will work with the City of Philadelphia to determine the best schedule based on the type of equipment and number of units.

.....
3. Proposed service level agreements, points of contact and escalation procedures.

ES&S RESPONSE

ES&S’ standard service level, points of contact and escalation procedures are set forth below for the City’s review.

ES&S MAINTENANCE AND SUPPORT SERVICES HELP DESK INFORMATION

Priority Code Definitions	Resolution Times	Level of Support
<p>1-Critical – Tier 3</p> <p>Entire production system is down. Program or device is unusable or inoperable resulting in total disruption of work or severe/critical impact on the business. Customer not aware of any workaround. *</p> <p><i>NOTE: ES&S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>Resolution to begin immediately. One (1) hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit operable workaround.</p>	<p>ES&S' Tier 3 Level of Software Support is staffed by ES&S' Software Engineers and Product Owners who have the most detailed understanding of the ES&S' Software. ES&S' Developers and owners will provide thorough troubleshooting as well as workaround solutions to resolve any customer questions/issues as quickly as possible and enable the customer to continue preparing for, or conducting the election with minimal disruption.</p> <p>ES&S' Tier 3 Level of Hardware Support is provided by ES&S Field Services in conjunction with ES&S' Product Line Engineers. Both ES&S Field Services technicians and ES&S Product Line Engineers have the most detailed and experienced understanding of the components and configuration of ES&S' Hardware. The Tier 3 Field Services technicians and Product Line Engineers may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of equipment from service and replace it with a back-up unit or to use another mutually agreed-upon workaround.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p>2-High – Tier 2</p> <p>Major feature/function/device failure. Operations are severely restricted with a major disruption of work. Customer is not aware of an acceptable interim workaround.</p> <p><i>NOTE: ES&S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>24-hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit operable.</p>	<p>ES&S Tier 2 Level of Software Support is staffed with experienced software support technicians who understand the configuration, operation and use of the ES&S Software. In addition, ES&S' experienced software support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any customer question/issue. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p> <p>ES&S Tier 2 Level of Hardware Support is provided by Field Services technicians who have the most detailed and experienced understanding of the ES&S' Hardware. The Tier 2 Field Services technicians may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of hardware from service and replace it with a back-up unit or to use another mutually agreed-upon workaround. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p>3-Medium/Low Tier 2</p> <p>Minor feature/function/device failure. Program or equipment does not operate as designed or expected with moderate disruption of work. Customer may know of an acceptable interim workaround. Minor problem or general inquiry.</p>	<p>Requires 5-15 days resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle)</p>	<p>Low Tier 2 Level of Software Support is provided by ES&S technicians who will provide answers to general and procedural questions with respect to the use and operation of the ES&S Software and/or the certified configuration. All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&S' Tier 2 Level of Software Support is unable to resolve the Customer's question or issue, ES&S will elevate such question/issue to the ES&S' Tier 3 Level of Software Support for response and resolution.</p> <p>Low Tier 2 Level of Hardware Support is provided by ES&S help desk technicians who will answer general and procedural questions with respect to the use and operation of the ES&S Hardware. In addition, ES&S help desk support technicians are staffed with experienced hardware support technicians who understand the configuration, operation and use of the ES&S Hardware. In addition, ES&S' experienced hardware support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any Customer question/issue. All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&S' Tier 2 Level of Hardware Support is unable to resolve the customer's question or issue, ES&S will elevate such question/issue to a Field Services technician and/or the ES&S Tier 3 Level of Hardware Support for response and resolution.</p>

Table 1.2

2.7 TRAINING

Provide training on the solution to the City's election staff, poll workers, and any other individuals designated by the City, as described in Section 3.11.

ES&S RESPONSE

ES&S agrees and will comply. Please see our response to **Section 3.11**.

3.11 TRAINING PLAN

Provide a training plan that includes all elements and meets all criteria described below.

Provide a training schedule that includes:

- 1. Training for poll workers with the following frequency: 40 dates, consisting of 5 days per location (3 weeknight and 2 weekends, with 3 hour-long sessions on weeknights and 6 hour-long sessions on the weekends). Training should be conducted by employees of the Applicant.*
- 2. A minimum of 10 demonstration and trainings for the general public, one in each Councilmanic district. Training should be conducted by employees of the Applicant.*
- 3. Extensive training on the solution for designated City staff, as chosen by the Philadelphia City Commissioners. The training sessions must cover the following topics:*
 - a. How to design and layout ballots*
 - b. Programming of all voting units and devices;*
 - c. Tabulating results during the unofficial and official canvass;*
 - d. Ensuring accuracy of results;*
 - e. Preparing polling places and setting up the solution for election day operation;*
 - f. Election Day operating procedures;*
 - g. Auditing procedures;*
 - h. Conducting a recount;*
 - i. Preserving records;*
 - j. Printing, designing, and formatting election reports;*
 - k. Troubleshooting common issues;*
 - l. Safeguarding and preventing tampering and unauthorized access to all parts of the voting system;*
 - m. Post-election care, maintenance, and storage*
- 4. For EPB solutions:*
 - a. Programming*

- b. Set up and shut down
- c. Syncing, exporting, and importing data

ES&S RESPONSE

EXPRESSVOTE XL FULL-FACE MACHINE, DS450 AND EXPRESSPOLL CONFIGURATION

Course description	Course pre-requisite(s) and audience
DS450 Operations Course	
Course Length –1 Day	
<p>This course gives election personnel a nuts and bolts introduction to the ES&S DS450 mid-range central scanner.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Overview of the machine • Cleaning the machine • Scanner setup and pre-Election Day preparation • Printing reports • Election Day preparation • Scanning ballots 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 10
ExpressPoll Operations Course	
Course Length – ½ Day	
<p>This course introduces election personnel with information needed to administer the ES&S ExpressPoll electronic pollbook used to look up voters and issue ballots.</p> <ul style="list-style-type: none"> • In-depth overview of the ExpressPoll tablet's features and functions • Set up and selection of precincts • Selecting and updating voter records • Server synchronization and reports • Election Day operations • Storage of the equipment 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20



CentralPoint Software Training	
Course Length – 2 Hours	
<p>This course is intended for election personnel responsible for preparing the election. The course can be delivered in-person or via WebEx.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Pre-Election Day preparation and requirements • Building an Election Day database • Post-Election Day operations • System reporting capabilities. • System troubleshooting/audit capabilities • Instant Messaging and Election Judges End of Day Audit form 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 10
ExpressVote XL Operations Course	
Course Length – ½ Day	
<p>This course introduces election personnel to the ES&S ExpressVote XL Full-Face Universal Voting System that is used to mark ballots. Successful participants gain the knowledge, skills and abilities to operate the ExpressVote XL system.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • In-depth overview of the ExpressVote XL, including hardware components, setup, battery, and charging. • Pre-election preparation requirements. • Election Day operations including marking the vote summary card and how the device meets usability and disability standards. • Troubleshooting procedures. 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20
Electionware Course	
Course Length – 5 Days	
<p>The Electionware course will provide election personnel with general knowledge of the ES&S Electionware election management system. The participants will be able to capture and design ballot layout, program election</p>	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None

<p>hardware, and produce summary and customized election reports for your election.</p> <p>In the Electionware modules, the facilitator will provide the participants with the knowledge, skills, and abilities to:</p> <ul style="list-style-type: none"> • Define - Build, store, and update all election-related information (i.e., precincts, districts, offices, candidates, referenda) in one database. • Design - Create an election ballot layout for Paper, Touch Screen, and Accessible Ballot. • Deliver – Configure election tabulation equipment, as well as package media for Election Day. • Results – <ul style="list-style-type: none"> · Accumulate election results, generate and display standard and customized reports, in both paper and electronic formats. · Review and adjudicate ballot images, as well as, manage write in reviews. · Manage Provisional ballots. • Manage - Manage user account and security access for Electionware software. 	<p>Audience:</p> <ul style="list-style-type: none"> • Coding staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 10
<p>ExpressPoll Poll Worker Course</p>	
<p>Course Length – ½ Day</p>	
<p>This course introduces poll workers with information needed to administer the ES&S ExpressPoll electronic pollbook used to look up voters and issue ballots. Successful participants gain the knowledge, skills, and abilities to operate the ExpressPoll on Election Day.</p> <ul style="list-style-type: none"> • Election Day operations. • Conducting the morning update. • How to issue and re-issue ballots. • Shutdown procedures. • Troubleshooting procedures. 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Poll workers <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20
<p>ExpressVote XL Poll Worker Course</p>	
<p>Course Length – ½ Day</p>	

<p>This course introduces poll workers to the training techniques supporting the ExpressVote XL. Successful participants gain the knowledge, skills and abilities to operate the ES&S ExpressVote XL on Election Day.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Election Day operations. • Troubleshooting procedures. 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Poll workers <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20
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Table 1.3

EXPRESSVOTE BALLOT MARKING DEVICE, DS200, DS450 AND EXPRESSPOLL CONFIGURATION

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

<ul style="list-style-type: none"> • In-depth overview of the ExpressVote, including hardware components, setup, battery, and charging. • Pre-election preparation requirements. • Election Day operations including marking the vote summary card and how the device meets usability and disability standards. • Troubleshooting procedures. 	<p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20
<p>DS450 Operations Course</p>	
<p>Course Length –1 Day</p>	
<p>This course gives election personnel a nuts and bolts introduction to the ES&S DS450 mid-range central scanner.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Overview of the machine • Cleaning the machine • Scanner setup and pre-Election Day preparation • Printing reports • Election Day preparation • Scanning ballots 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 10
<p>ExpressPoll Operations Course</p>	
<p>Course Length – ½ Day</p>	
<p>This course introduces election personnel with information needed to administer the ES&S ExpressPoll electronic pollbook used to look up voters and issue ballots.</p> <ul style="list-style-type: none"> • In-depth overview of the ExpressPoll tablet's features and functions • Set up and selection of precincts • Selecting and updating voter records • Server synchronization and reports • Election Day operations • Storage of the equipment 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 20

CentralPoint Software Training	
Course Length – 2 Hours	
<p>This course is intended for election personnel responsible for preparing the election. The course can be delivered in-person or via WebEx.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Pre-Election Day preparation and requirements • Building an Election Day database • Post-Election Day operations • System reporting capabilities. • System troubleshooting/audit capabilities • Instant Messaging and Election Judges End of Day Audit form 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Election staff <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 - 10
DS200 Poll Worker Course	
Course Length – 2 Hours	
<p>This course introduces poll workers to the DS200. Successful participants gain the knowledge, skills, and abilities to operate the ES&S DS200 system on Election Day.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Election Day operations, including opening the polls, scanning ballots, and closing the polls. • Troubleshooting procedures. 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Poll workers <p>Number of Participants:</p> <ul style="list-style-type: none"> • 1 – 20
ExpressVote Poll Worker Course	
Course Length – 2 Hours	
<p>This course introduces poll workers to the ES&S ExpressVote. Successful participants gain the knowledge, skills, and abilities to operate the ES&S ExpressVote system on Election Day.</p> <p>Covered topics include:</p> <ul style="list-style-type: none"> • Election Day operations and how the device meets usability and disability standards. 	<p>Pre-Requisite(s):</p> <ul style="list-style-type: none"> • None <p>Audience:</p> <ul style="list-style-type: none"> • Poll workers <p>Number of Participants:</p>

<ul style="list-style-type: none"> • Troubleshooting procedures. 	<ul style="list-style-type: none"> • 1 – 20
<h3>Electionware Course</h3>	
<h4>Course Length – 5 Days</h4>	
<p>The Electionware course will provide election personnel with general knowledge of the ES&S Electionware election management system. The participants will be able to capture and design ballot layout, program election hardware, and produce summary and customized election reports for your election.</p> <p>In the Electionware modules, the facilitator will provide the participants with the knowledge, skills, and abilities to:</p> <ul style="list-style-type: none"> • Define - Build, store, and update all election-related information (i.e., precincts, districts, offices, candidates, referenda) in one database. • Design - Create an election ballot layout for Paper, Touch Screen, and Accessible Ballot. • Deliver – Configure election tabulation equipment, as well as package media for Election Day. • Results – <ul style="list-style-type: none"> · Accumulate election results, generate and display standard and customized reports, in both paper and electronic formats. · Review and adjudicate ballot images, as well as, manage write in reviews. · Manage Provisional ballots. • Manage - Manage user account and security access for Electionware software. 	
<h3>ExpressPoll Poll Worker Course</h3>	
<h4>Course Length – ½ Day</h4>	
<p>This course introduces poll workers with information needed to administer the ES&S ExpressPoll electronic pollbook used to look up voters and issue ballots. Successful participants gain the knowledge, skills, and abilities to operate the ExpressPoll on Election Day.</p> <ul style="list-style-type: none"> • Election Day operations. • Conducting the morning update. • How to issue and re-issue ballots. 	

- Shutdown procedures.
- Troubleshooting procedures.

Table 1.4

5. 'Train the trainer' training for designated City staff so that they can conduct additional public trainings.
Training should be conducted by employees of the Applicant.

ES&S RESPONSE

ES&S will work with the City of Philadelphia on delivering a training program that best meets the City of Philadelphia's needs in the agreed upon timeframe.

Refer to the Training Course descriptions outlined in Section 2.7 of the RFP response and the above section in the Statement of Work for information on ES&S training course subjects, course titles, descriptions, lengths, pre-requisites, and audiences. The ES&S Project Team, upon project initiation, will work with the City of Philadelphia to develop a detailed training schedule that suits the needs of the City staff. If additional training is required above and beyond the original bid proposal, ES&S will provide a customized proposal to fit City of Philadelphia training needs.

Each of our end user training courses equips participants with the knowledge and skills to train election staff.

2.8 DOCUMENTATION

Provide comprehensive documentation on the solution to the City, as described in Section 3.12.

ES&S RESPONSE

ES&S agrees and will comply. Please see our response to **Section 3.12**.

3.12 DOCUMENTATION

Describe the documentation you will provide, which should include the following:

1. All system manuals necessary to allow the City to operate the voting system from the start of an election to the auditing of final results, independently of the Applicant's assistance and support. System documentation should include:

- a. Detailed specification of all implemented functionality*
- b. Architecture model*
- c. System consumables and the Applicant's supply chain for those consumables*
- d. Applicant's repair and maintenance policies and proposed service level agreements*
- e. Applicant's internal quality assurance procedures and any internal or external test data and reports available to the vendor concerning the voting system and/or EPBS.*
- f. Data recovery procedures*

ES&S RESPONSE

Documentation is provided upon contract award along with ES&S software and firmware. These documents contain information regarding installation, security and usability of the network and installed applications.

The following documentation types will be available as outlined in the project implementation schedule to the City of Philadelphia for training and operational use:

- ✔ **User documentation** – ES&S has a complete set of user documentation for all products. This documentation includes Standard Operating Procedures manuals and product advisories.
- ✔ **Technical documentation** – Several system documents are available by product to demonstrate design of the hardware and/or application, data flow diagrams, configurations, schematics and relationship between modules and product set.
- ✔ **Operations and maintenance documentation** – System administration and device maintenance information is included.
- ✔ **Training manuals** – ES&S provides training materials for each course. These manuals include the necessary information to run a successful election. Although the specific materials vary by course, they generally include basic information on the product, and cover pre-Election Day tasks, Election Day tasks, and troubleshooting.

2.9 PILOT OR PROOF OF CONCEPT

Conduct a proof of concept to demonstrate the viability of the solution and its compliance with the requirements described in Appendix E. Guidelines regarding the Pilot are provided in Section 5.2.

ES&S RESPONSE

ES&S agrees and will comply. Please see our response to **Appendix E and Section 5.2**.

5.2 PILOT (PROOF OF CONCEPT)

The successful Applicant will be required to conduct a limited pilot or “proof of concept” implementation of its proposed solution prior to the first election in order to demonstrate the viability of the solution and its compliance with RFP requirements. The scope of the pilot will be in the form of a full ‘mock election’. The City reserves the right to forego the pilot implementation if, in the City’s sole judgment, the solution contained in the successful Proposal and final scope of work does not require a pilot or “proof of concept.”

ES&S will work with the City project team to determine the scope of the pilot/proof of concept/mock election. This test should take place after completion of all operations training for City staff who will be participating in the mock election. The following is the proposed approach:

Phase 1 – City staff program the test election database to be utilized during the mock election. Test election should contain a sampling of contests, candidates and unique elements that will be in the actual November 2019 election. If electronic poll books will be used, then a sampling of the City’s voter registration data should be prepared for use on the poll books.

Phase 2 – Initial testing through all equipment and EMS components should be completed to ensure there are no database errors that will hinder the productivity of the mock election.

Phase 3 – Print absentee ballot test decks. Suggest these ballots are folded to simulate actual voter returned absentees.

Phase 4 – Burn media and load onto all equipment to be utilized in the mock election

Phase 5 – Conduct mock election by opening polls, casting votes on the precinct-based equipment, closing precinct-based system, running absentees on high speed scanners and accumulating and reporting results. Processes should mimic the planned November 2019 use as closely as possible.

The quantity of equipment and resources required to complete the mock election will be determined by ES&S and City project teams.

2.10 SOLUTION DELIVERY

Deliver a complete solution, including all hardware, software, peripherals and equipment required for a fully operational voting system and/or electronic poll book solution.

ES&S RESPONSE

ES&S agrees and will comply. The information contained within this Statement of Work document is a preliminary outline of deliverables and services. ES&S will work with the City of Philadelphia to develop a more detailed solution based on the City's needs.

PROJECT ASSUMPTIONS

- ✔ Assigned resources will remain committed to this project for its duration.
- ✔ ES&S and City of Philadelphia will each establish a single point of contact for their respective teams. All decisions including approvals and scope changes will be made through these two individuals. The City's point of contact will be its designated Project Manager.
- ✔ The City of Philadelphia will appoint a Project Manager and Project Sponsor who will engage and approve required specifications in a timely manner, as well as engage any additional required personnel from the City, where applicable.
- ✔ The agreed upon scope of work is contained within this document and any changes shall be evaluated by the City and ES&S to determine if such changes are mutually agreed upon and if there is any impact to the contract including financial or otherwise.
- ✔ The project depends on the close involvement of City of Philadelphia's internal teams to provide input, and to review and approve deliverables in-progress, and to be available for presentations and conference calls throughout the engagement. City of Philadelphia will also be responsible for obtaining the necessary involvement of additional business stakeholders as appropriate and collating their feedback.
- ✔ The City of Philadelphia is responsible for providing ES&S with reasonable access to the site(s) and facilities including, where applicable, computer equipment, telecom equipment, facilities and workspace.
- ✔ The City of Philadelphia shall provide proper security clearances and/or escorts as required to access the site for equipment installation(s).
- ✔ Where applicable, the City of Philadelphia shall ensure that all sites shall be ready prior to the date scheduled for ES&S to perform the installation(s).
- ✔ Unless otherwise expressly agreed in the SOW, any subsequent hardware upgrades required to run new or updated software/firmware once the installations have been completed is outside the scope of this SOW.
- ✔ All project-related work will be performed as per the Project Schedule and SOW within designated timelines.
- ✔ Changes to the Project Schedule and SOW will be mutually agreed upon between ES&S and the City of Philadelphia through a formal Project Change Management Process TBD.
- ✔ Any requested changes to the project scope, schedule or budget must be submitted to ES&S' Project Manager. Other ES&S associates are not authorized to approve changes in project scope, schedule or budget.

- ✔ If a delay occurs in obtaining deliverable acceptance or providing the required information and assistance due to delays caused by City of Philadelphia and not due to non-performance by ES&S, there may be an increase in costs and/or extension to the timeline set forth herein. Any such changes shall be completed through the Project Change Management Process.
- ✔ If the scope of the project changes from the specifications agreed or ES&S is required to provide additional services not described in the Project Schedule (i.e. additional reviews), such changes will be documented through the Project Change Management Process and may impact timing and costs. The Project Change Management Process request will require approval by City of Philadelphia's Project Manager before work described in such request can commence. Any adjustment to the pricing and payment terms shall be set forth in the Project Change Management request.
- ✔ All Project Schedule dates will remain accurate so long as the project scope does not change.

MATERIAL ASSUMPTIONS

- ✔ All Documentation Deliverables will be provided in electronic form, unless otherwise expressly agreed by ES&S and the City of Philadelphia in the SOW.
- ✔ All software, documentation and other materials comprised in the deliverables which were in existence prior to the date of this project, together with any device, programming, documentation, media or other materials used as a programming tool by ES&S in the development of the deliverables are proprietary to ES&S.
- ✔ All of the foregoing including any intellectual property associated therein as well as all Preexisting Information as set forth in the Agreement shall remain the property of ES&S.
- ✔ ES&S shall make City of Philadelphia aware of any software, documentation or other materials, the intellectual property rights in which are owned by a Third Party ("Third Party Materials") together with the terms of use applicable to such Third Party Materials.
- ✔ City of Philadelphia will be responsible for providing ES&S with pre-approved electronic files of all logos, product images, written content, and subject matter experts as required. City of Philadelphia will be responsible for ensuring that they have all necessary rights and licenses to such assets.

STATEMENT OF CONFIDENTIALITY

The information set forth in this Statement of Work shall be governed by the Confidentiality provision set forth in the Agreement.

REQUIREMENTS RESPONSES

2 SCOPE OF WORK

This section describes the deliverables, products, and services required under this RFP. The City reserves the right to change the scope of work at any time.

ES&S RESPONSE

Please see **Statement of Work** document for all items in this section.

3 PROPOSAL

This section describes the content required for proposals submitted in response to this RFP.

3.1 COMPANY OVERVIEW

Provide a company overview that includes the following information:

1. Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Applicant.

ES&S RESPONSE

Election Systems & Software, LLC

11208 John Galt Blvd.

Omaha, NE 68137

info@essvote.com

Telephone Number: (800) 247-8683

Fax Number: (402) 970-1291

2. Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.

ES&S RESPONSE

ES&S is a privately-owned Delaware limited liability company. The company was initially incorporated in 1979 as American Information Systems and subsequently incorporated as ES&S in 1997 upon its acquisition of the elections division of Business Records Corporation. On September 2, 2009, ES&S acquired the assets of Premier Election Solutions and Premier-Canada. Effective October 1, 2011, Premier was merged with and into ES&S, and ES&S changed its form of legal entity from a C-corporation to a Delaware limited liability company.

3. Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of all re-structuring since the founding date.

ES&S RESPONSE

Election Systems & Software, a limited liability company, (“ES&S”) is owned by Government Systems, Software, & Services, Inc., 11208 John Galt Boulevard, Omaha, NE.

ES&S was initially incorporated in 1979 as American Information Systems and subsequently incorporated as ES&S in 1997 upon its acquisition of the elections division of Business Records Corporation. On September 2, 2009, ES&S acquired the assets of Premier Election Solutions and Premier-Canada. Effective October 1, 2011, Premier was merged with and into ES&S and ES&S changed its form of legal entity from a C-corporation to a Delaware limited liability company. ES&S is sole member and manager of Election Systems & Software International, LLC, a Delaware limited liability company.

4. Address and telephone number of production facility(s) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.

ES&S RESPONSE

All project work will be completed at ES&S headquarters in Omaha, NE.

The City’s proposed project manager is:

Ian Rothenberg
11208 John Galt Blvd.
Omaha, NE 68137
(402) 938-1407

5. A narrative description and organization chart depicting the management of the Applicant’s organization and its relationship to any larger business entity.

ES&S RESPONSE

Election Systems and Software, LLC (“ES&S”) is a wholly owned subsidiary of Government Systems, Software & Services, Inc. (“GS3”). GS3 is a privately-owned Delaware corporation headquartered in Omaha, NE. An organizational chart of the management for the City’s project team is as follows. The project management team is backed by our staff of more than 450 full-time elections professionals.

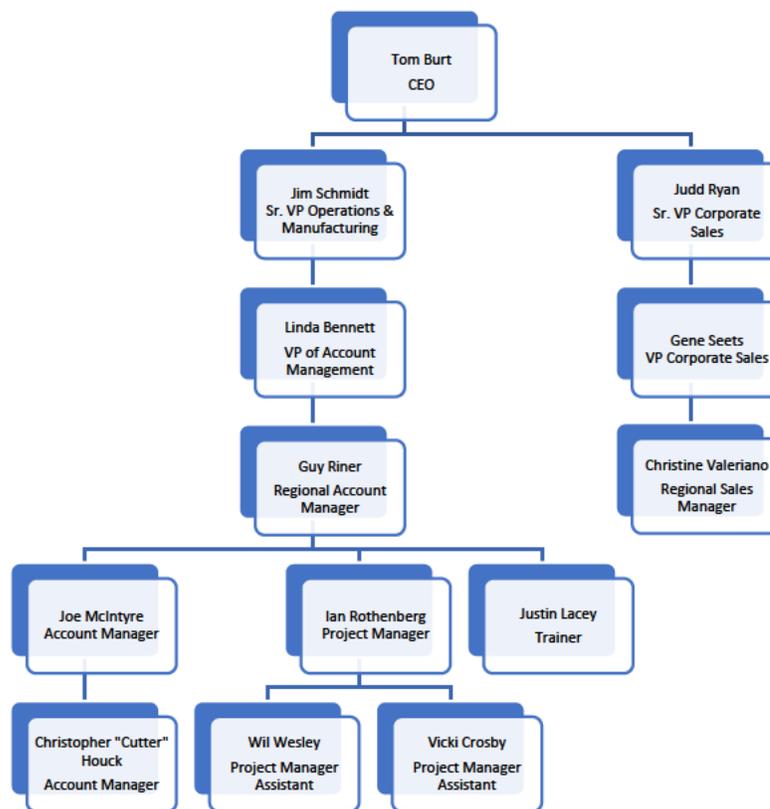


Figure 2.1

6. A description of the overall operations of the Applicant, the number and scope of other projects currently ongoing or set to begin in the near future (the 30 most recent such contracts shall be sufficient; applicants may list more than 30).

ES&S RESPONSE

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

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

Confidential & Proprietary – Please see the included list of our 30 most recent contracts attached as **Attachment E: Recent Contracts.**

7. Describe any prior operating experience in the Philadelphia region. Specifically, identify (i) all projects in the last five years on which Applicant has worked that are valued at over \$100,000 and located in the City of Philadelphia, (ii) any contracts valued at over \$100,000 entered into with the City of Philadelphia in the last five years; and (iii) any contracts valued at over \$100,000 entered into with any other government entity in the last five years (the 30 most recent such contracts shall be sufficient; applicants may list more than 30).

ES&S RESPONSE

(I)

None

(II)

None

(III)

Confidential & Proprietary – Please see the included list of our 30 most recent contracts attached as **Attachment E: Recent Contracts**.

8. Provide, at Applicant's option, any additional information not specifically listed above which demonstrates the qualifications of the Applicant to perform the scope of work specified in this RFP.

ES&S RESPONSE

A SYSTEM FOR TODAY AND TOMORROW

The proposed solution which includes the ES&S “ExpressVote Printer” will not only provide the City a lift in their current voting process but will be able to meet future challenges when absentee voting laws are liberalized in the Commonwealth. The power of this simple but elegant solution to accomplish accurate ballot distribution in an early voting environment is not only unique in the industry but its benefits cannot be overstated.

In an early voting environment our proposed solution will enable the City to:

- ✔ Qualify any voter from any part of the city to vote
- ✔ Once qualified, a poll worker simply inserts a blank “activation card” into the express pass printer and the card is stamped with the voters correct ballot style from data from your VR system

This simple two-step process eliminates the need for traditional “ballot on demand” systems that would require a PC, a printer and a human resource to operate these components, and most importantly do so with 100 percent accuracy. Human error is prevented/eliminated. And here is the really good news, your investment with either solution offered from ES&S sets you up to offer this elegant early voting solution when the time comes.

The system can be used during Early Voting and Election Day.

The ExpressVote printer, a small but mighty solution to allow you to meet the demands and challenges of the future of voting in the City while being able to meet your needs of today.

ES&S is the world's largest elections-only company. We have vast experience in large-scale implementations including New York City and Marion County, Indiana (Indianapolis). Our statewide implementations include Alabama, Arkansas, Delaware, Georgia, Maine, Maryland, Montana, Nebraska, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota and West Virginia. Our statewide voter registration implementations include Alabama, Arkansas, Kansas, Nebraska, Maryland, and the U.S. Virgin Islands.

9. Please list any foreign ownership or investors in either the parent company and/or subsidiaries.

ES&S RESPONSE

ES&S does not have any foreign ownership or investors in its parent company and/or subsidiaries. Furthermore, all our assets are within the United States.

3.2 COMPANY FINANCIAL OVERVIEW

Provide a financial overview of your company, including the following:

1. A narrative that demonstrates its financial capacity to undertake and complete the project as proposed in this RFP

ES&S RESPONSE

Confidential & Proprietary -

[REDACTED]

2. A current audited statement of financial condition, prepared by an independent certified public accountant

ES&S RESPONSE

Confidential & Proprietary -

[Redacted]

See **Attachment F: Financial Data**

3. The company's most recent annual report

ES&S RESPONSE

Confidential & Proprietary - Please see **Attachment F: Financial Data**

[Redacted]

4. The latest quarterly financial reports

ES&S RESPONSE

Confidential & Proprietary - Please see **Attachment F: Financial Data**

[Redacted]

5. Financial statements for two (2) prior years prior to the year to which the current audited financial statement applies, prepared by an independent certified public accountant. Financial statements should include, at a minimum, income statements, balance sheets and statements of changes in financial position.

ES&S RESPONSE

Confidential & Proprietary - Please see **Attachment F: Financial Data**.

6. If the company is a public company, instead of the information requested in paragraphs 2-5 above, submit a copy of the most recent Form 10-K filed by the Applicant with the U.S. Securities and Exchange Commission and copies of all Form 8-Ks filed since the filing of the most recent 10-K.

ES&S RESPONSE

[Redacted]

7. A bank reference

ES&S RESPONSE

Confidential & Proprietary -

[Redacted]



8. A statement disclosing any audits of the company by the federal government;

ES&S RESPONSE

Confidential & Proprietary - [Redacted]

9. A statement disclosing any state or federal bankruptcy or insolvency proceeding the company has filed or with which it is otherwise involved;

ES&S RESPONSE

Confidential & Proprietary - [Redacted]

10. If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:

- What entity will be guaranteeing contract performance?
- Date of joint venture or partnership.
- Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?

ES&S RESPONSE



11. Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

ES&S RESPONSE

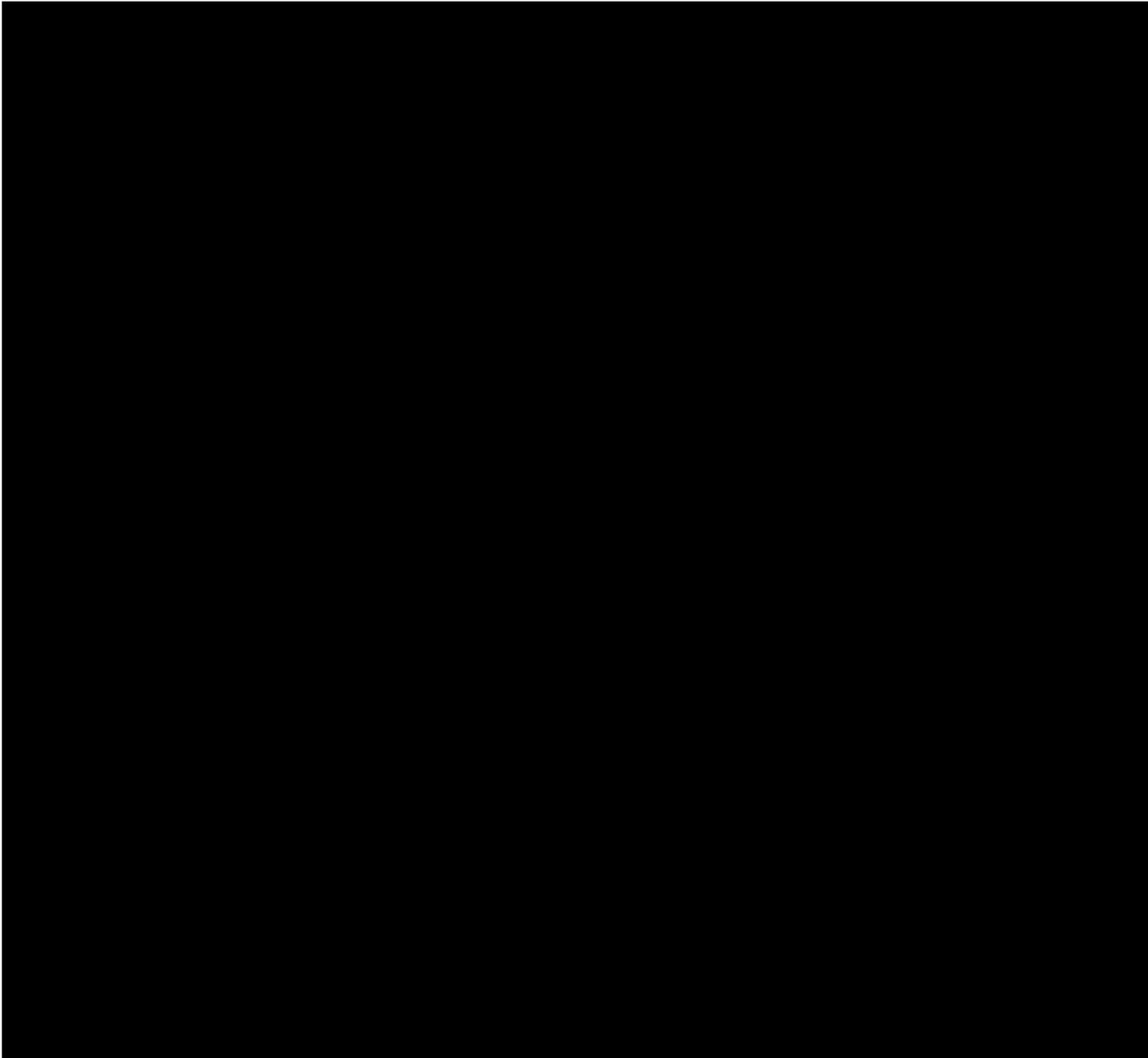


3.3 CLIENTS IN COMPARABLE JURISDICTIONS

Describe your experience providing voting machines and/or EPB solutions to clients in jurisdictions comparable to the City of Philadelphia in terms of population size, population density, geographical area, and size of candidate pool.

1. For each comparable client engagement, provide the client name, engagement title, cost, start date and completion date. Describe the engagement and the solution implemented.

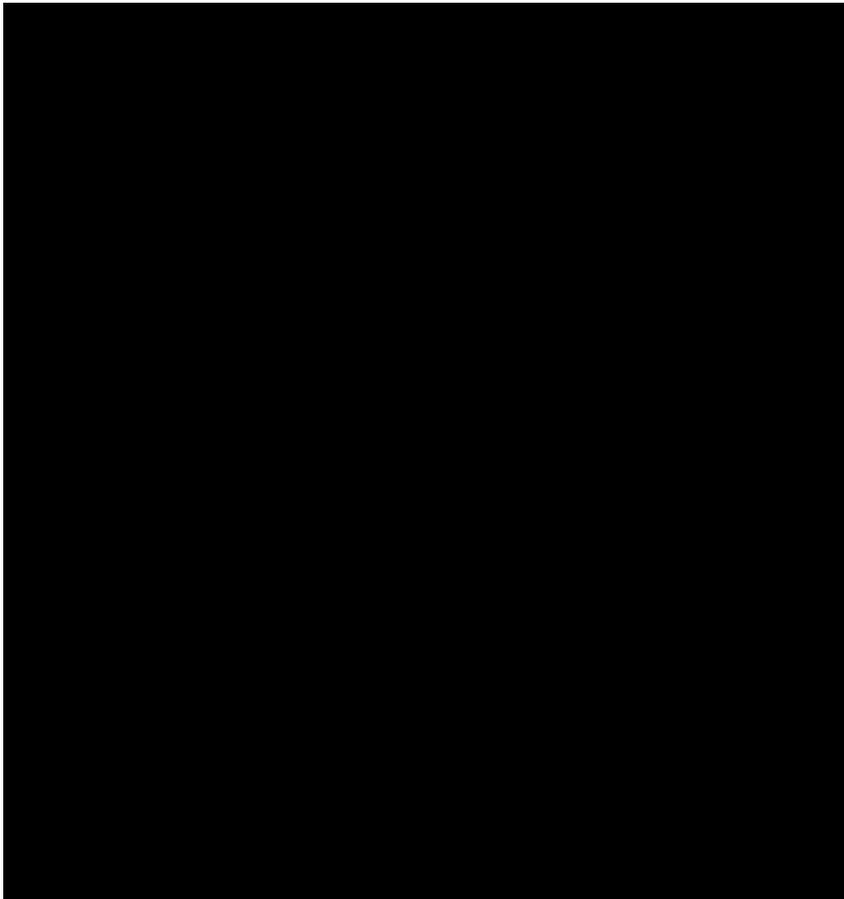
ES&S RESPONSE





2. Provide references from clients in comparable jurisdictions. All references should include the name, title, telephone number of a contact person.

ES&S RESPONSE



3.4 SOLUTION DESCRIPTION

Describe the proposed solution, including the following information:

1. Type of solution: voting machines only, electronic poll books only or both

ES&S RESPONSE

ES&S is proposing both voting machines and electronic poll books.



The election-proven systems we are proposing for the City of Philadelphia have been used in binding elections throughout the United States.

ES&S proposes the following hardware and software as well as the accompanying training, maintenance, warranty, and election support to meet the objectives and goals detailed in the City's Request for Information.

We are offering two (2) system options to the City of Philadelphia:

- ✔ The ExpressVote® XL Universal Voting System (full-face voting) that both marks and tabulates votes in one unit - A state-of-the-art, full-face voting system that received an EAC Grant of Certification on July 2, 2018

OR

- ✔ The ExpressVote® Universal Voting System ballot marking device (BMD) for ADA voters paired with the DS200 election district tabulator - A system currently in use that meets all the requirements of the RFP, but does not offer full-face voting

With these options, the remainder of our proposed solution includes:

- DS450® Central Scanner and Tabulator
- Electionware® software suite for reporting
- ExpressPoll® electronic pollbook

ES&S can offer the City and the Commonwealth of Pennsylvania the advantage of **one entity to manage all aspects of the County's end-to-end elections system solution**. Not only will the City have a system in which every component works synergistically with the others, but will also enjoy the power of our comprehensive, cohesive, and integrated project management approach. There will be no gray areas of responsibility as there would be in a system with multiple vendors. ES&S will smoothly handle it all.

For more than 20 years, ES&S has had the same committed owners. With more than 450 election-focused associates, and ownership that provides solid financial strength, ES&S is well-positioned to continue its long-term commitment to its current and future client base and the entire industry.

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

Nearly 100 million registered voters tabulate with ES&S. Choosing ES&S as the City's vendor of voting equipment, software, and election services products position the City to be in good company. Our statewide implementations include Alabama, Arkansas, Delaware, Georgia, Maine, Maryland, Montana, Nebraska, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota and West Virginia. Our statewide voter registration implementations include Alabama, Arkansas, Kansas, Nebraska, Maryland, and the U.S. Virgin Islands.

2. Model names and numbers

ES&S RESPONSE

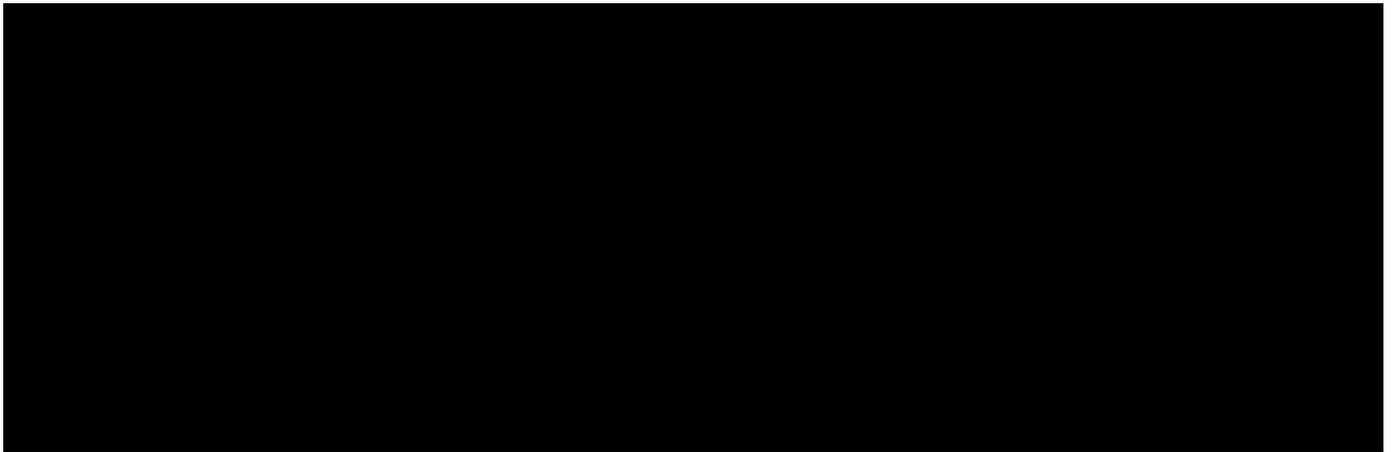
Confidential & Proprietary -



3. Date and location of manufacture

ES&S RESPONSE

Confidential & Proprietary -



4. First in-service date

ES&S RESPONSE

Confidential & Proprietary -



[Redacted]	[Redacted]

5. Product specifications

ES&S RESPONSE

Confidential & Proprietary – [REDACTED]

6. Technical specifications

ES&S RESPONSE

Confidential & Proprietary – [REDACTED]

7. For voting machine solutions only, Federal Election Assistance Commission actual or anticipated certification date

ES&S RESPONSE

Our proposed solution received federal Election Assistance Commission (EAC) certification November 12, 2018. Please see **Attachment H: Proof of Certification**.

8. Commonwealth of Pennsylvania actual or anticipated certification date

ES&S RESPONSE

Our proposed solution received Commonwealth of Pennsylvania certification November 30, 2018. Please see **Attachment H: Proof of Certification**.

9. Integrations with solutions offered by other vendors:

- o If the solution includes voting machines, indicate all EPB solutions the voting machines integrate with
- o If the solution includes electronic poll books, indicate all voting machines that the poll books integrate with.

ES&S RESPONSE

- ✔ Our proposed voting solution fully integrates with the ES&S ExpressPoll.
- ✔ Our proposed ExpressPoll pollbook solution integrates with our voting machine solution.

ES&S can provide relevant information to assist in issuing ballots on any type of tabulation and will work with the selected tabulation vendor to determine integration options.

3.5 PHYSICAL FOOTPRINT

3.5.1 NUMBER OF MACHINES

The City currently has 3,735 full-face voting machines, serving a population of 1.05 million registered voters. There are 1,692 divisions and 825-850 polling places within the City. (The number of registered voters is dynamic and subject to increase, given the recent population growth within the City of Philadelphia.)

The City anticipates having at least 2 voting machines and 2 electronic poll books for each polling place. The number of machines required for a given polling place may be higher, depending on the size (population) of the division(s) associated with that polling place.

For voting machine suppliers, please provide the following information:

a. An estimate of the number of machines required to replace the City's existing machines. Your estimate should be based on queuing theory and replacement rates or other appropriate methodology. Please include the rationale for your estimate.

ES&S RESPONSE

Please see **Appendix G: Cost Proposal** for an estimate of the number of machines.

The rationale for all equipment is as follows:

ExpressVote XL: Danaher units: 1:1 replacement, plus spares

ExpressVote/DS200: One (1) per division, plus spares

DS450 unit: Quantities are based on number of absentee voters.

ExpressPoll unit: Two (2) ExpressPoll tablets per polling location, plus spares.

b. The amount of space required for an individual voting machine to be fully operational at a polling place. This is the total amount of space required for the machine and any associated equipment or peripherals required to operate the machine at a polling place, e.g. table, stand, scanner.

ES&S RESPONSE

ExpressVote XL full-face units: 46"W x 55"H x 26"D (Operation)

DS450 central count units: 45"W x 32"H x 20"D (central count unit); 48"W x 30"H x 26"D (table) – audit log printer, report printer, and Uninterruptible Power Supply are contained within the table dimensions

ExpressVote ballot marking device units: 20"W x 16"H x 13"D (Operation) – Table(s) or booth(s) will be required

DS200 tabulator units: 14"W x 13"H x 16" D (Operation); add 35 ½"W x 24"H x 26"D

ExpressVote Printer: 7.67" x 8.08" x 4.33" (Operation)

ExpressPoll poll book units: 10.2"W x 7"D x .36"H (Operation)

c. Estimated voter throughput based on space requirements for voting machines at a single polling place.

ES&S RESPONSE

EXPRESSVOTE XL

The vote session will be activated in seconds. The combination of the intuitive, full-face voting interface and the high-speed paper path for printing, scanning, and casting the voter's paper record, **the ExpressVote XL will have an average voting time of three (3) minutes or less, with a typical ballot taking less than one (1) minute.** Based on test cases of ExpressVote XL, voter throughput is faster on a full-face voting machine with all contests and candidates on one screen. This results in a 1 to 1 replacement of the City's existing voting system.

EXPRESSVOTE BMD

Marking a ballot with the ExpressVote interface can take as little as a few seconds to up to several minutes depending on the length and complexity of the ballot and the input method selected by the voter (audio, display, rocker paddle, or sip & puff). **Typical ballots can be completed in under three (3) minutes.**

This paginating system will take longer than a full-face voting system as voters must vote contest by contest. This results in a 3 to 1 replacement of the City's existing voting system.

DS200

The time to mark and cast a vote on the DS200 is dependent on the length of the ballot (number of ballot pages and contests). **It takes approximately 4-6 seconds per page to scan a ballot on the DS200.**

EXPRESSPOLL

Voters can be validated and issued a ballot within a 30-40 second time period, on average. This validation process includes retrieving voter information, verification of the voter, and printing the voter's correct ballot style onto the ExpressVote or ExpressVote XL Voter Activation Card.

For EPB suppliers, please provide the following information:

a. An estimate of the number of poll books required to support the City's voting population and number of polling places. Please provide the rationale for your recommendation, e.g. ratio of voters to poll books.

ES&S RESPONSE

The number of poll books required to support the City of Philadelphia's voting population and number of polling places is 1,765.

The rationale for our recommendation is two pollbooks per polling location, plus spares.

b. The amount of space required for each poll book to be fully operational within a polling place. This is the total amount of space required for the machine and any associated equipment or peripherals required to operate the machine at a polling place, e.g. table, stand, scanner.

ES&S RESPONSE

The ExpressPoll unit with stand measures 16.7”L x 14.2”W x 8.5”D. Each electronic pollbook and attached ExpressVote Activation Printer will have a footprint of two square feet when set up for use in the polling location.

c. Estimated voter throughput based on space requirements for poll books at a single polling place.

ES&S RESPONSE

ELECTRONIC POLLBOOKS

The ExpressPoll enables poll workers to validate voters 60-75 percent faster than using a paper pollbook. The average check-in time is less than 30 seconds to validate a voter and issue a ballot.

3.5.2 WAREHOUSE/STORAGE FACILITY

The City plans to secure a new warehouse location for storage of election system hardware and equipment. The City may optionally request the vendor to identify warehouse space to be leased for all necessary components of this solution.

Describe the storage facility requirements for the hardware and equipment required for your solution. In addition to square footage, please indicate any requirements regarding climate, security, and electricity.

Please provide an estimate of the total square footage required for the complete proposed solution, in addition to square footage required for individual components. The square footage must be sufficient not just for storage of the proposed solution but must also consider the space required for maintenance and setup.

ES&S RESPONSE

The proposed ES&S system units do not need to be powered during storage. However, if plugged in during storage, the backup battery will charge. ES&S recommends checking the battery status during pre-Election preparation to see if batteries need additional charging. Note that when units are plugged in at the polling site, they will start charging immediately.

The environmental requirements for storage and electrical support information for all proposed hardware is as follows.

EXPRESSVOTE XL

Temperature	Relative Humidity	Power
Operation +50 to +95 F Storage -4 to +140 F	Operation 10% to 50% Storage 10% to 85%	100-125V 50/60Hz 8.0A

EXPRESSVOTE BALLOT MARKING DEVICE (BMD)

Temperature	Relative Humidity	Power
Operation +60 to +100 Storage 0 to +120 F	Operation 10% to 50% Storage 10% to 85%	24V/6.25A 150W MAX

EXPRESSVOTE PRINTER

Temperature	Relative Humidity	Power
Operation +41 to +113 F Storage 40 to +140	Operation 10% to 90% Storage 10% to 90%	AC 110~240V, 47~63HZ/Output: DC 24V, 2.5A

DS200

Temperature	Relative Humidity	Power
Operation +60 to +100 F Storage 0 to +120 F	Operation 10% to 50% Storage 10% to 85%	24V/3.34A 80W MAX

DS450

Temperature	Relative Humidity	Power
Operation +50 to +95 F Storage -4 to +140 F	Operation 10% to 50% Storage 10% to 88%	120/240V 50/60Hz 6.0A

EXPRESSPOLL		
Temperature	Relative Humidity	Power
Operation +41 to +95 F Storage -4 to +131 F	Operation 20% to 80% Storage 10% to 90%	ExpressPoll Power: 15W (5V 3.A) 100-240V/50-60Hz AC Adapter ExpressPoll Power (Integrated Stand): 90-125AV, 120W/24 DC

Table 2.1

The required storage footprint for all proposed hardware is as follows.

EXPRESSVOTE XL

46"W x 73"H x 26"D (Operation)
 46"W x 55"H x 26"D (Storage)
 Equates to approximately 8 square feet per unit

EXPRESSVOTE BALLOT MARKING DEVICE (BMD)

20"W x 16"H x 13"D (Operation)
 20"W x 17"H x 5"D (Storage)
 25"W x 19"H x 7"D (Soft-Sided Case)
 Equates to approximately 1 ¼ square feet per unit

EXPRESSVOTE PRINTER

7.67" x 8.08" x 4.33" (Storage)
 Equates to approximately less than 1 square foot

DS200

DS200 unit: 14"W x 5.5" H x 16" D (Storage)
 DS200 hard case: 24"W x 8" H x 27" D (Storage)
 Equates to approximately 4 ½ square feet per unit

DS450

DS450 unit: 45"W x 32"H x 20"D (Operation)
 DS450 unit: 45"W x 21"H x 20"D (Storage)
 DS450 table: 48"W x 30"H x 26"D (Operation & Storage)
 Equates to approximately 6 ½ square feet per unit, or 9 square feet with table

EXPRESSPOLL

ExpressPoll unit with stand: 16.7"L x 14.2"W x 8.5"D
 ExpressPoll unit stand transit case: 19.0"L x 16.5"W x 10.4"D

3.6 SHIPPING

Please describe the shipping requirements for transporting hardware and equipment. Include requirements for initial transport to the City’s warehouse and from the warehouse to polling places.

ES&S RESPONSE

This would be determined based on the needs of the City.

For the initial shipment of large quantities to the warehouse, ES&S will use a third-party carrier who will supply 53’ semi tractor-trailers. Following the initial installation, ES&S suggests the City use Less Than Truck Load (LTL) shipping for shipments smaller than a truck load. Smaller items such as media and paper rolls will be shipped by ES&S via UPS. The mode of shipping ranges from Next Day Air to ground service.

ES&S will ship the ExpressVote XL via truckload carrier as follows:

Up to Eighty (80) ExpressVote XL's can fit onto one 53' trailer.

The ExpressVote XL units will be rolled into the trailer and they will be nested in two (2) rows side by side from the front of trailer to the rear. A small air dunnage bag is placed and inflated in between each nested XL unit. As the units are rolled onto the trailer, a larger air dunnage bag is placed in the aisle in between the two (2) rows in the middle of the trailer and inflated.

The purpose for the small air dunnage bags is to ease the strain of the units from moving in a back and forth motion during transit. Large air dunnage bag keeps the units firmly in place and not allowing the units to shift side to side during transit.

If customer has a dock, the locked casters on each XL can be unlocked and unit can be rolled off of trailer easily. Customer must be made aware that the air dunnage bags (both small and large) will arrive inflated and air dunnage bags are disposable to the discretion of the customer. Bags can be punctured and or kept for the customer's future needs.

Item	Quantity/Pallet	Pallet Dimensions	Truckload Quantity
ExpressVote XL	68-80	Not applicable	68-80
DS200	28	40 x 48 x 69	672 each
ExpressVote	28	40 x 48 x 74	672 each
DS450	1	48 x 32 x 45 1/2	
DS200 Ballot Box			
Lower Bin	5	31 x 29 x 84	330 each
Carry Case	16	40 x 50 x 78	384 each

Auxiliary Bin	80	40 x 52 x 50	1,920 each
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Table 2.2

3.7 DISPOSAL

Please describe any services your organization offers for disposal of existing voting equipment.

ES&S RESPONSE

We anticipate that the City will be responsible for the disposal of the existing voting equipment. ES&S will provide input to the City regarding disposal options at your request.

In other instances, ES&S has accepted responsibility for the disposal of voting equipment and we use a wide range of transportation and recycling firms around the country. At the request of the City, we will provide a separate quote for this service.

3.8 ARCHITECTURE / INFRASTRUCTURE

3.8.1 ARCHITECTURE MODEL

Describe the software architecture of the proposed solution (two-tier or three-tier environment, etc.). Describe each architecture layer and provide a diagram of the system architecture.

ES&S RESPONSE

ES&S is offering a versatile two-tiered Client/Server network configuration for election programming and results accumulation. The server runs on a Windows Server 2008R2 platform, and the Client stations each run on a Windows 7 environment. All stations are connected via a network switch and cables, keeping the official election management system offline in a Windows hardened environment.

ES&S also offers the ability to join the high-speed central scanners to this closed network in order to transmit results from the scanner directly into Electionware, preventing the need to transfer results via USB drives.

Diagrams of the environment can be found in **Attachment A: System Diagrams**.

3.8.2 NETWORK DESIGN AND ADMINISTRATION

The City Commissioners' Office currently has several private networks that link computers within and across 8 remote transmission centers (RTCs) for election night reporting. The RTCs are located throughout the city; two

(2) are central / headquarters locations for election related operations. Election night results are transmitted from RTCs to a designated website owned by the City Commissioners.

The selected Applicant will be expected to manage the City Commissioners' private network(s) for election night reporting.

Prior to implementation of a solution, the selected Applicant may be asked to evaluate the City Commissioners' existing network infrastructure for election night reporting and make a recommendation to either maintain the existing infrastructure, upgrade it or replace it. If an upgrade or replacement is recommended, the Applicant will be responsible for network design and implementation. In any case, the Applicant will be responsible for network administration.

Given the Applicant's potential role in network design and implementation, Proposals must include the following:

1. Detailed specifications for recommended network setup and related equipment

ES&S RESPONSE

Please see the **Statement of Work** document.

2. Performance standards (throughput, processing volumes, response times, etc.) that the system will satisfy if installed on the recommended equipment.

ES&S RESPONSE

Please see the **Statement of Work** document.

3. Security measures to minimize vulnerabilities and mitigate risk of security threats

ES&S RESPONSE

Please see the **Statement of Work** document.

4. A diagram of the proposed network architecture.

Note: The City requires Juniper products for all network-related equipment.

ES&S RESPONSE

Please see the **Statement of Work** document.

3.9 TECHNICAL QUALIFICATIONS

Indicate whether your proposed solution meets each requirement described in the Technical Requirements Compliance Matrix in Appendix E of this RFP. If configurations, customizations or work-around are required to meet an individual requirement, please explain. Please enter all information directly on the Compliance Matrix worksheet.

ES&S RESPONSE

ES&S agrees and will comply. Please see **Appendix E: Compliance Matrix** worksheet.

3.10 MAINTENANCE AND SUPPORT MODEL

The City expects that maintenance and support will be furnished on a “turnkey” basis – i.e. the successful Applicant will be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software and any data transport services that are required under the contract, and will be the single point of contact for service and support. The City expects that the successful Applicant will guarantee the availability of maintenance and support services for application software, on the foregoing “turnkey” basis, for a minimum of five (5) years from final acceptance of the System.

The Applicant must allow the City of Philadelphia to service and maintain the voting system without voiding any terms of the warranty or violating a licensing agreement.

If the Applicant intends to no longer upgrade the solution, the City has the right to withdraw from upgrade/maintenance agreements. The Applicant must notify the City of end of support/life eighteen months prior to end date.

Proposals must state whether the Applicant will comply with the foregoing terms.

ES&S RESPONSE

ES&S acknowledges this provision and agrees to provide the City with license, maintenance and support services for ES&S’ proposed solution for a minimum of five (5) years commencing on final acceptance of the System, the pricing for which is included in our cost proposal.

In addition to the license, maintenance and support services requested in this section, ES&S’ standard warranty provides that, upon achievement of final acceptance of the System, ES&S will repair or replace any component of ES&S’ proprietary equipment or ES&S’ proprietary 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 does not include the repair or replacement of any ES&S equipment components that are consumed in the normal course of operating the equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S equipment or software shall be warranted only for the unexpired term of the warranty period. ES&S’ warranty is effective provided that (I) 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, (II) the ES&S equipment or 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 City and (IV) City has installed and is using the most recent update, provided to it by ES&S.

Further, ES&S warrants that the ES&S equipment and ES&S software will operate in conjunction with third party products provided by ES&S during the warranty period, provided that (i) the City has installed and is using the most recent update, provided to it by ES&S, and (ii) the third party products are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S equipment or ES&S software that is causing such breach to occur. Please note that ES&S has purchased the third-party products for resale to the City, and that the proprietary and intellectual property rights to the third-party products are owned by parties other than ES&S. Except for the payment to ES&S for the third-party products, all of the City's rights and obligations with respect to the third-party products, including any warranties, flow to and from the third-party manufacturer. Notwithstanding the foregoing, ES&S will be the single point of contact for all warranty and support claims set forth under the agreement as may be mutually agreed upon by the parties.

In addition, and during the warranty period, ES&S shall provide the City with new releases, upgrades or maintenance patches to the software and firmware, together with appropriate documentation ("Updates"), on a schedule defined by ES&S as well as provide help desk hardware, software and firmware support. The specific details regarding ES&S' warranty is set forth in ES&S' Standard Contract.

Concurrent with the warranty period, and at a minimum for years 2 through 5, ES&S' software and firmware license model provides for an annually renewable software license, maintenance and support agreement which the City will need to renew annually to maintain a license to use the voting system software and firmware. In addition to maintaining the right to use the voting system software and firmware, the annual software license, maintenance and support agreement continues to provide the City with updates as well as access to ES&S' help desk.

In addition, and at a minimum for years two (2) through five (5), ES&S will provide hardware maintenance and support services. The hardware maintenance and support can be customized to include a combination of preventative maintenance services, repair services, and a Certified Technician program, which will allow the City to maintain the voting system using their own staff. Further details regarding ES&S post warranty hardware maintenance and software license, maintenance and support services are set forth in ES&S' Standard Agreement.

Finally, we are not clear on what is meant by "data transport services" and will need clarification from the City on the definition of this term.

3.10.1 MAINTENANCE

Describe your maintenance model, which should include the following:

1. A description of the services for all parts of the solution, including hardware, software, updates to firmware or software, peripherals, and whether solution uses “Commercial-off-the-Shelf”, proprietary products, or a mix of both.

ES&S RESPONSE

Please see the **Statement of Work** document.

2. A proposed service and maintenance schedule.

ES&S RESPONSE

Please see the **Statement of Work** document.

3. Proposed service level agreements, points of contact and escalation procedures.

ES&S RESPONSE

Please see the **Statement of Work** document.

3.10.2 TECHNICAL SUPPORT

Describe your support model, which should include the following:

1. Problem resolution procedures, including problem severity classifications, response times and “fix” times for each level of severity.

ES&S RESPONSE

Please see **Statement of Work** document.

2. Escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

ES&S RESPONSE

Please see **Statement of Work** document.

3. Proposed service level agreements

ES&S RESPONSE

Please see the **Statement of Work** document.

4. *On the ground, in-person support for the following:*

a. Pre-election support, including:

i. Ballot creation assistance and training

ii. System set up

iii. Pre-election logic and accuracy testing

iv. Set up for Election Day voting

b. Election Day support and troubleshooting assistance, including:

i. Answering service calls

ii. Tabulation and reporting of results both for the unofficial and official canvass

iii. Post-election testing and reporting

iv. Post-election audits

v. Any possible recounts.

5. *In-person support personnel that meet the following criteria:*

a. Well-trained and certified in the use of the solution

b. Conversant in the English language

c. Licensed and insured to drive within Pennsylvania

d. Have reliable transportation

e. Have immediate access to other employees or agents of the Applicant who can provide additional assistance if necessary.

ES&S RESPONSE

Please see **Statement of Work** document.

3.11 TRAINING PLAN

Provide a training plan that includes all elements and meets all criteria described below.

ES&S RESPONSE

Please see **Statement of Work** document.

3.11.1 TRAINING SCHEDULE

Provide a training schedule that includes:

- 1. Training for poll workers with the following frequency: 40 dates, consisting of 5 days per location (3 weeknight and 2 weekends, with 3 hour-long sessions on weeknights and 6 hour-long sessions on the weekends). Training should be conducted by employees of the Applicant.*
- 2. A minimum of 10 demonstration and trainings for the general public, one in each Councilmanic district. Training should be conducted by employees of the Applicant.*
- 3. Extensive training on the solution for designated City staff, as chosen by the Philadelphia City Commissioners. The training sessions must cover the following topics:*
 - a. How to design and layout ballots*
 - b. Programming of all voting units and devices;*
 - c. Tabulating results during the unofficial and official canvass;*
 - d. Ensuring accuracy of results;*
 - e. Preparing polling places and setting up the solution for election day operation;*
 - f. Election Day operating procedures;*
 - g. Auditing procedures;*
 - h. Conducting a recount;*
 - i. Preserving records;*
 - j. Printing, designing, and formatting election reports;*
 - k. Troubleshooting common issues;*
 - l. Safeguarding and preventing tampering and unauthorized access to all parts of the voting system;*
 - m. Post-election care, maintenance, and storage*
- 4. For EPB solutions:*
 - a. Programming*
 - b. Set up and shut down*
 - c. Syncing, exporting, and importing data*

ES&S RESPONSE

THE ES&S APPROACH TO ON-SITE TRAINING

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

TRAINING THE ES&S WAY

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

ES&S TRAINERS: EXPERIENCE THAT MATTERS

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

ES&S' TRAINING PLAN

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

ES&S CONTINUING EDUCATION & SUPPORT

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

Please also see **Statement of Work** document.

5. *'Train the trainer' training for designated City staff so that they can conduct additional public trainings. Training should be conducted by employees of the Applicant.*

ES&S RESPONSE

Please see **Statement of Work** document.

3.11.2 TRAINING MATERIALS

- 1. Provide a video (in multiple electronic formats for use with DVDs, web, and social media) for poll workers that demonstrates how to setup, operate, and shutdown the voting system and/or EPBS on an election day. The video must be specific to the City's setup and use of the voting system and/or EPBS.*
- 2. Provide a video in multiple electronic formats for use with DVDs, web, and social media) for voters that demonstrates how to cast a vote using the voting system. The video must be specific to the City's setup and use of the voting system.*
- 3. All training videos must be closed captioned for the visually impaired.*
- 4. All training videos must be provided in both English and Spanish.*
- 5. Applicant must consent to the publication and use of the videos during any training or demonstration session hosted by the City*
- 6. Applicant must consent to the publication and use of the videos on websites hosted by the City.*
- 7. Applicant must consent to the publication and use of the videos on publicly available social media platforms.*

ES&S RESPONSE

ES&S agrees and will comply. Depending on the scope of the project, final pricing of the project will be determined after scope has been decided.

3.11.3 TESTING AND CERTIFICATION

- 1. Provide a testing and certification process for current and new employees who will maintain the equipment.*

ES&S RESPONSE

ES&S agrees and will comply. Upon contract award, ES&S will provide the necessary documentation.

3.12 DOCUMENTATION

Describe the documentation you will provide, which should include the following:

- 1. All system manuals necessary to allow the City to operate the voting system from the start of an election to the auditing of final results, independently of the Applicant's assistance and support. System documentation should include:
 - a. Detailed specification of all implemented functionality*
 - b. Architecture model*
 - c. System consumables and the Applicant's supply chain for those consumables*
 - d. Applicant's repair and maintenance policies and proposed service level agreements*
 - e. Applicant's internal quality assurance procedures and any internal or external test data and reports available to the vendor concerning the voting system and/or EPBS.*
 - f. Data recovery procedures**

ES&S RESPONSE

Please see **Statement of Work** document.

g. A list of all programs that will be executed during the use of the solution, as well as a list of all files storing program data. For each program in the list, the intended function of the program must be identified. For each file storing program data, the associated program must be identified

ES&S RESPONSE

ELECTIONWARE

Workstations for ES&S' election management system, Electionware, operate in a Windows 7 environment. Electionware utilizes a PostgreSQL database to manage election programming data, and all functions needed to program and report results for an election are done through this single interface. This includes data entry of contest, candidate, and district information, laying out of the paper ballot, laying out of the voting machine interface, setting machine parameters, burning machine media, and collection and reporting of elections results.

TOOLBOX (OPTIONAL)

ES&S also offers an optional program called Toolbox, which is used to create pre-marked ballot PDFs with a user-defined mark pattern so that the jurisdiction can print test decks without having to hand mark the

ballots, and it is also used to create audio files for the ADA devices using a text-to-speech engine. Toolbox also utilizes the same PostgreSQL database as Electionware for management of election programming data.

h. A list of all system configuration data required for proper system function. For each configuration data file in the list,

i. the intended function of the configuration data must be identified

ii. the hardware and/ or software component to which the configuration data is applied must be identified

ES&S RESPONSE

Data required for proper operation of the system slightly varies based on the election type (i.e. General Election versus Closed Primary) but comprehensively, the data that is required is the data relevant to the election being administered by the City. All active precincts in the election and the districts in which they belong are required to be entered into the system in order to build the appropriate ballot styles necessary. The system will also require all the contest and candidate information.

This data can be entered directly into Electionware, it can be imported using delimited data files (import file specifications are available upon request), or the data can be copied from previous elections created in Electionware. During the jurisdiction's training on the Electionware software, two sample databases will be created using the City's real precincts and districts. This gives the City the ability to use these sample elections as templates for future use, which saves the City from having to enter the same information more than once.

Electionware has a data validation function which scans all data entered for an election to ensure no elements are missing before proceeding further with election programming. Any needed data elements are identified in an on-screen report which can also be exported to PDF, Excel, or RTF for offline review.

Once data entry is complete, the Electionware user is then able to lay out their paper ballot and the ExpressVote XL touch-screen ballot. With ballot design complete, media can be programmed to load the election on the voting devices. All ES&S equipment being proposed utilizes proprietary USB drives for transferring programming data to the machines being used for the election.

i. A list of all files that will contain information from the Philadelphia SURE database

ES&S RESPONSE

The EZRoster software utilized on the ExpressPoll tablets will contain relevant voter information from Philadelphia SURE to verify voters and issue ballots from the electronic pollbook.

j. A file format specification for each file or program.

ES&S RESPONSE

While voter data exports from SURE can be provided to ES&S for use with the electronic pollbooks in multiple file formats, the most common types are .csv or Sequel Database backup. These files are then converted into .db3 file format for use with EZRoster software.

k. Detailed specification of the audit log, including but not limited to:

i. A complete definition of the audit log format.

ii. For each audit log entry, a precise statement regarding the event that causes said entry to be generated.

ES&S RESPONSE

Event logging occurs throughout the ES&S voting system, both within the Electionware EMS and tabulators and ballot marking devices. All logging is time stamped, and contains digitally signed, human-readable text concerning the event being logged. Tabulator logs can be printed or can be transferred electronically (over media or a network, depending on the device) to the EMS. The tabulators and ballot marking devices log all actions taken by any user interacting with the device.

The EMS supports role-based access, so the events logged by a particular user working with the system can be identified. Neither administrators nor users can affect or change what gets logged on the tabulator or in the EMS. The event log can be viewed anytime within Electionware by enabling the Output Events window, which then displays the events in real time as they occur.

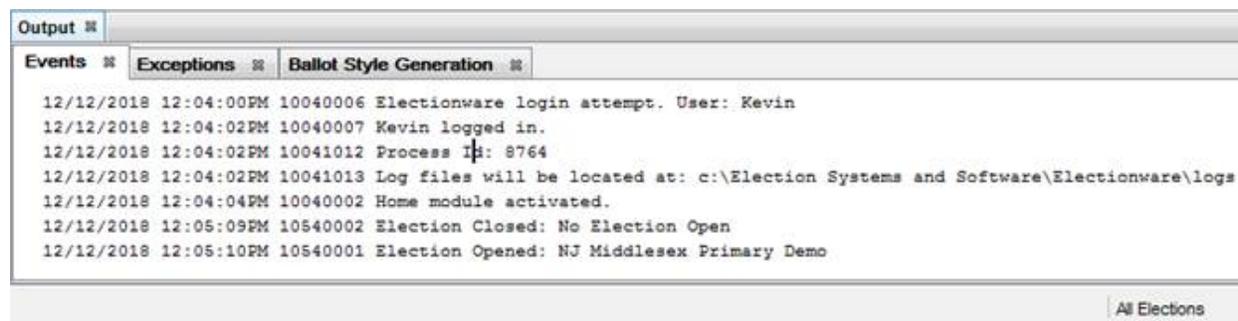


Figure 2.2

K.

The complete listing of all event logs can be found in the document titled “Electionware Vol. VI: Appendices, which is provided to customers as part of their Technical Data Package which includes all user Operating Procedures and other useful guides. The full listing of events is available upon request should the City wish to review the full text.

I.

The file format for the audit log can be PDF, Excel, RTF, HTML, or CSV.

II.

Each message is composed of the following fields and a sample page from the event listings has been provided for reference, which can be found in our response in **Attachment I: Sample Audit Log**. The full audit log can be provided upon request and will be included in the full system documentation provided upon award.

a. Message ID – A reference number for ease of research or communicating a regarding particular message.

- b. Message – This is the content of the event message, which describes precisely what has occurred.
- c. Type – The type is a categorization of the event. ‘Type’ includes - Warnings, Informational, Errors, and Critical Errors.
- d. Action – Action describes for the user what the appropriate course of action is necessary

l. A list of all user interfaces. For each user interface in the list a description must be provided, as well as information on what user roles are authorized to access said interface.

ES&S RESPONSE

ELECTIONWARE

All-inclusive election programming and reporting software, used to perform all aspects of the election preparation and results reporting, as it relates to ES&S equipment. Electionware has seven different user roles, each with unique access rights to various functionalities within Electionware:

- ✔ System Administrator – Rights to all programs and can add/edit additional users
- ✔ System User – Rights to all functions but no access to manage users
- ✔ Ballot Producer – Can only print ballots on demand
- ✔ Media Creator – Can only create media
- ✔ Reporting Administrator – Has full functionality within the Reporting module only, which allows the importing of results from USB media, creating results reports, managing write-in votes cast, and adjudicating ballots.
- ✔ Reporting User – Restricted to the Reporting module only, this user can load election results, only review and adjudicate ballots, and assign write-in names.
- ✔ Ballot Reviewer – Restricted to the Reporting module only, this user can only review and adjudicate ballots, and assign write-in names.

TOOLBOX (OPTIONAL)

Creates pre-marked test decks – automated test patterns that can be run on the ExpressVote XL – and creates audio files for ADA compliance by utilizing a text-to-speech engine. There is only a single user type which has access to allow described features.

m. Documentation on the solution’s non-functional qualities, including but not limited to Performance, Availability, Reliability, Safety, Security, and Auditability.

ES&S RESPONSE

Upon award, the City of Philadelphia will receive full system documentation containing information for all topics listed above. The documentation details the configuration, high-level operation, and detailed processes

of ES&S' Voting System. Contents include a description of the functional and physical system and subsystems that make up the voting system and a description of system performance characteristics.

2. *A user guide that contains complete instructions sufficient to set up, operate, configure, re-configure, maintenance, and shut down the solution. The user guide must be in a format suitable for use at a polling place such as simple “how to” or “quick reference” guides.*

ES&S RESPONSE

Upon award, the City of Philadelphia will receive user guides that will meet the specifications and format requirements listed above.

ES&S will provide training manuals, guides, and checklists that will be used in conjunction with each of the training courses provided to the City.

3.13 STATEMENT OF WORK

Provide a Statement of Work for the proposed solution, including:

1. *A comprehensive list of deliverables to be provided, in accordance with the Scope of Work described in Section 2 of this RFP.*

ES&S RESPONSE

Please see **Statement of Work** document.

2. *All assumptions relied upon to develop the work plan and estimate, and all conditions for its fulfillment as proposed, including City responsibilities.*

ES&S RESPONSE

Please see **Statement of Work** document.

3.14 IMPLEMENTATION PLAN

Provide an implementation plan describing how your organization will implement the proposed solution and provide the services required by this RFP, including:

1. *Project management and implementation approach, i.e. the methods by which the Applicant manages projects of the type sought by this RFP. The City reserves the right to implement the project in phases defined by the City.*

ES&S RESPONSE

Please see **Attachment J: Implementation Plan**.

2. *Project schedule, identifying all tasks to be performed, role(s) that will perform each task, durations for each task, principal schedule milestones, and overall duration from inception to completion.*

ES&S RESPONSE

Please see **Attachment J: Implementation Plan**.

3. *Strategy for conducting a pilot or proof of concept of the proposed solution. Tasks associated with the pilot or proof of concept may be included in the project schedule.*

ES&S RESPONSE

Please see **Statement of Work** document.

4. *A description of how private networks for election night reporting will be setup and managed.*

ES&S RESPONSE

The proposed Election Management System (EMS) solution is a closed-loop, “air-gapped” local area network (LAN) that complies with certified product solution in the State of Pennsylvania. The network architecture is comprised of a server, workstations and networked central count tabulators connected through a single, closed network utilizing a single network switch without access to any other networks. This solution is designed to meet VVSG requirements as well as provide a sustainable and secure network solution.

Please see **Attachment A: System Diagrams** and the **Statement of Work**.

5. *A description of how software upgrades, customizations or configurations will be implemented. Describe your software development and implementation methodology, including version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing.*

ES&S RESPONSE

Maintaining certified software releases and equipment firmware is a key part of ES&S’s commitment to an enduring relationship with the City. ES&S field services and project management teams will work with the City to plan and execute equipment firmware and software upgrades as certified releases become available.

ES&S has distinct and separate development and quality assurance departments. At different phases during the Agile development process, developers will provide a build that will be subjected to thorough testing by the QA department. Our development team uses a variety of tools and internal controls to ensure that software and applications we develop are secure, including managed source code repositories, extensive peer review actions at all stages of the software development cycle, periodic code testing within development, QA and test environments, and recurring scanning of applications after they are promoted to the production environment.

As an integral part of our certification testing process, ES&S has a dedicated team of quality assurance specialists whose primary responsibility is to conduct stress, volume, and regression testing for all hardware and software components of the system that will be certified by the VSTL, EAC, and the county certification bodies.

The rigorous testing methodology allows us to completely test each new release from end-to-end before it is reviewed by the federal testing authorities. The testing plans are built to thoroughly stress each component to validate that the entire system meets or exceeds the VVSG requirements mandated by the EAC.

6. Any other project management or implementation strategies or techniques that the Applicant intends to employ in carrying out the work.

ES&S RESPONSE

Please see **Statement of Work** document.

3.15 ORGANIZATIONAL STRUCTURE AND RESOURCES

Please provide the following information regarding your organization and the resources that will perform the tasks required under this RFP:

1. An organizational chart indicating the delineation of authority, roles and responsibilities for the resources that will perform the tasks required for this project.

2. Name, job title, and resume of each individual listed in on the organizational chart.

ES&S RESPONSE

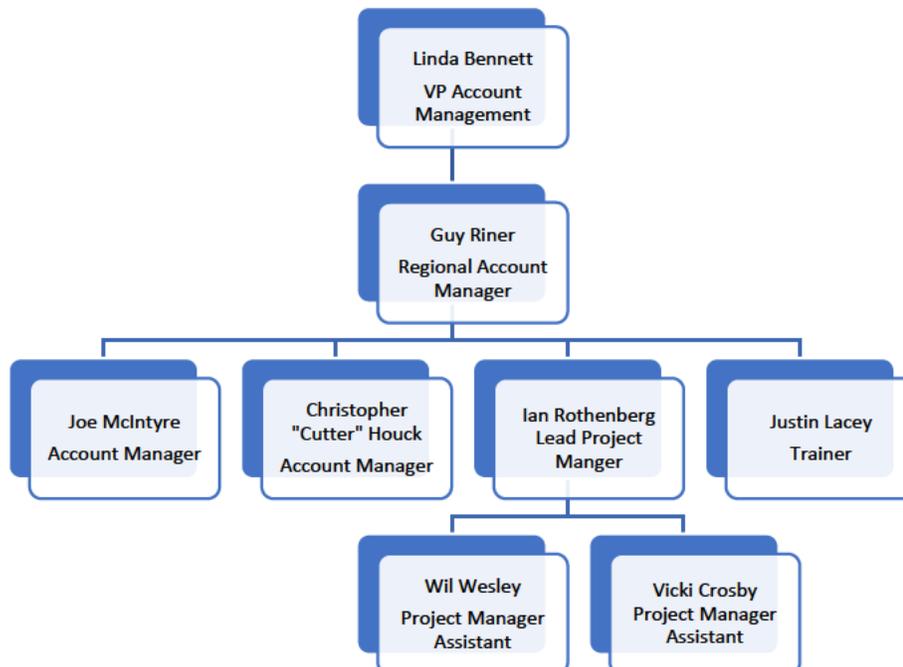


Figure 2.3

3.16 PRICING MODEL AND COST PROPOSAL

Provide a fixed price pricing model and Cost Proposal for the solution and services required by this RFP, as identified in Section 2, Scope of Work. Your response should include the following and identify associated costs:

- 1. Lease and purchase options*
- 2. Software licensing model a. Include pricing for all requisite software licenses for five years from the date that the solution is received by the City.*
 - b. Provide detailed pricing for continued licensing for an additional five years beyond the expiration of the initial five years.*
 - c. If the anticipated life cycle of the solution is believed to be greater than ten years, the Applicant must provide detailed pricing estimates for the requisite licensing for software for that time period beyond the expiration of the first ten years.*
 - d. The Applicant must allow all software licensing to be transferrable among Pennsylvania counties.*

ES&S RESPONSE

ES&S will agree to allow the software license to be transferrable among Pennsylvania counties that acquired an ES&S voting system through any contract negotiated by or offered through the City of Philadelphia or the Commonwealth of Pennsylvania provided that (1) the county who currently maintains the license with ES&S notifies ES&S, in writing, of its intent to transfer its license to another county and (2) the county who will be receiving the software license maintains and pays for the annual ES&S software license, maintenance and support services fee going forward and agrees to be bound by all the terms and conditions of ES&S' software license, maintenance and support services agreement.

Please see included **Appendix G: Cost Proposal**.

- 3. Hosting options, if applicable*
- 4. Network evaluation, design and implementation*
- 5. Technical support for five (5) years, including services included, and when and how support costs are incurred. Please indicate when the City will begin to incur support costs (at time of purchase, after implementation, etc.).*
- 6. Maintenance for five (5) years. Describe services included, such as repair of machines, software upgrades, support for City employees' maintenance of equipment, and when and how maintenance costs are incurred.*

Please indicate when the City will begin to incur maintenance costs (at time of purchase, after implementation, etc.).

7. Training

8. Documentation

9. Hardware: indicate costs of all hardware included with the solution

10. Any equipment and materials the City will need to purchase. Include any equipment needed to transport the equipment and/or needed at the polling places for use by voters, including tables privacy booths, stands, carts, etc.

11. Any additional equipment Applicant recommends, but is not required as part of the solution, including, but not limited to signature pads, bar code scanners, additional printers, etc.

ES&S RESPONSE

Please see included **Appendix G: Cost Proposal**.

12. A milestone payment schedule that defines the timing and amount of payments, and identifying the tasks and deliverables (“milestones”) to be completed for each payment

ES&S RESPONSE

Please see included **Appendix G: Cost Proposal**.

For hardware and equipment (items 9, 10, 11), please provide physical descriptions, model numbers, and part numbers, concerning components such as, but not limited to, laptops, tablet computers, printers, cables, connectors, servers, internet connectivity, etc. Also indicate whether hardware and equipment must be purchased from Applicant or can be purchased by the City from other vendors. Note that the City requires purchase of Juniper brand products for all network-related equipment.

ES&S RESPONSE

EXPRESSPOLL TABLET

ES&S ExpressPoll system utilizes a Windows 10 operating system on Toshiba Encore®10 LX0 – C100PRO (PDW0GU – 00401H) tablets. Each tablet includes voter validation data storage redundancy on 64GB solid-state memory and inserted micro-SD card, and signature capture capabilities

ES&S Pollbook solution also includes:

- ✔ Stylus (iFrogz - IFZ-STYLUS-SLV) with tether (Mobile Demand)
- ✔ Micro-SD card with SD adapter (Transcend - TS16GUSDHC10)

- ✔ 16GB flash drive (Kingston Technology - DT100G3)
- ✔ USB dongle
- ✔ Carrying case – Case by Source
- ✔ Thermal printer paper (Nashua Corporation, ES&S Item # 2320)
- ✔ USB hub

ES&S ExpressPoll tablet software – EZRoster v3.5.0.1

ES&S CentralPoint polling place management software and hosting – CentralPoint v2.3.0

EXPRESSVOTE XL

Model Number: 98-00008-00

The ExpressVote XL includes paper path, paper roll, cart, dust cover, voter light, ballot bin, backup battery, and 4GB flash drive. Replacement supplies for the ExpressVote XL include:

- ✔ Thermal Activation Cards (COTS – must meet ES&S specifications)
- ✔ Backup Batteries SLA, 12V, either 2 (7 hours) or 4 (14 hours). Item number 290-00001-00. Custom battery; proprietary
- ✔ Thermal Paper Roll for Report Printer. Proprietary.
- ✔ Delkin CFast Media Card, 2GB. Item #380-00006-00. Proprietary.
- ✔ Delkin Cfast Media Card, 4GB. Item #380-00007-00. Proprietary.
- ✔ Optional additional Flash Drive (SLC), size per customer requirements (512MB, 1, 2, 4, 8GB), (Delkin SLC). Custom VID/PID embedded by manufacturer for security purposes

DS450

Model Number: 11100

The DS450 includes scanner, steel table/cart, start-up kit, dust cover, reports printer, audit printer, battery backup, two (2) USB cables, and two (2) 8GB thumb drives. Replacement supplies for the DS450 include:

- ✔ Optional additional 8GB Flash Drive (SLC), (Delkin 8GB SLC #2397). Custom VID/PID embedded by manufacturer for security purposes (ES&S). Delkin industrial-grade memory device using single level cell (SLC) flash technology, which operates at faster speeds with 10 times the reliability of standard consumer grade devices.
- ✔ 1 Part Printer Paper (500 sheets, ES&S #ES-PP1) (COTS) ES&S purchases through a distributor, available anywhere office paper is sold.
- ✔ 8½” x 11” Standard Printer Paper (500 sheets, ES&S #ES-PP) (COTS) ES&S purchases through a distributor, available anywhere office paper is sold.

- ✔ Touch Screen Cleaning Kit (ES&S #6500) (COTS) Non-proprietary (Custom Logo. Similar kits are commercially available.
- ✔ Audit Printer Ribbon, (ML420 Printer Ribbon, #RI-420) (COTS)
- ✔ Reports Printer Toner, (Dell 2810 Toner, Toner Item #3005) (COTS).
- ✔ UPS (Uninterruptible Power Supply, #6969) Battery Backup - Average life 3-5 years, depending on usage (ES&S)

DS200

Model Number: 67500

The DS200 includes the scanner, internal backup battery, plastic ballot box with steel door and e-Bin, paper roll and 4GB jump drive. Replacement supplies for the DS200 include:

- ✔ Thermal Paper Roll (ES&S #2320). Specifically designed and certified to be loaded into the DS200 device to print reports. Not commercially available Custom consumable designed exclusively for use with the DS200. Replace as needed.
- ✔ Internal Rechargeable Lithium Ion Backup Battery – Average life five (5) years. (ES&S). 21-volt, 10-cell lithium-ion battery that obtains its charge any time the unit is plugged in, whether turned on or not. Zeus Battery Products Custom Item Proprietary, Not commercially available.
- ✔ Optional additional 4GB Flash Drive (SLC), (Delkin 4GB SLC #2396), Custom VID/PID embedded by manufacturer for security purposes (ES&S). Up to 10,000 writes/erases. Keep one extra set on hand.

EXPRESSVOTE BALLOT MARKING DEVICE

Model Number: 98-00052

The ExpressVote Ballot Marking Device includes the terminal, internal backup battery, soft-sided cases, ADA keypad, headphones, 4GB jump drive and power supply with AC cord. Replacement supplies for the ExpressVote include:

- ✔ Thermal Activation Cards (COTS – must meet ES&S specifications)
- ✔ Optional additional 4GB Flash Drive (SLC), (Delkin 4GB SLC, #2396), Custom VID/PID embedded by manufacturer for security purposes (ES&S). Delkin industrial-grade memory device using single level cell (SLC) flash technology, which operates at faster speeds with 10 times the reliability of standard consumer grade devices.
- ✔ Internal Rechargeable Lithium Ion Backup Battery: Average life five (5) year. (ES&S)

THIRD-PARTY HARDWARE

A list of all third-party hardware is included in the **Appendix G: Cost Proposal**.

The Election Management System (EMS) hardware and software is included in our proposal. Election Systems & Software (ES&S) acquires these items as a reseller to provide a turnkey solution to our customers. The option to purchase the Consumer off the Shelf (COTS) EMS hardware & software from sources outside of ES&S is an available option. If the EMS hardware/software is purchased through another vendor, the installation service may be subject to change.

The proposed EMS solution is a closed-loop, “air-gapped” local area network (LAN) that complies with certified product solution in the State of Pennsylvania. The network architecture is comprised of a server, workstations and networked central count tabulators connected through a single, closed network utilizing a single network switch without access to any other networks. This solution is designed to meet VVSG requirements as well as provide a sustainable and secure network solution.

Installation service fees and components are subject to change based on the changes to the EMS network architecture.

The Cost Proposal should be submitted using the template provided in Appendix G or a similar format.

Note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The Cost Proposal may not include any such taxes.

ES&S RESPONSE

Please see included **Appendix G: Cost Proposal**.

6.5 TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to complete and return with its proposal a City of Philadelphia Tax and Regulatory Status and Clearance Statement Form (included in the Appendix of this RFP).

If the Applicant is not in compliance with the City’s tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with the City’s tax and regulatory codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to

take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP. Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on “Register Now.” If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

If an Applicant or a proposed subcontractor is not currently in compliance with the City’s tax and regulatory codes, please contact the Revenue Department to make arrangement to come into compliance at 215-686-6600 or revenue@phila.gov.

ES&S RESPONSE

The business receipts tax number issued to ES&S is [REDACTED]. Please see **Attachment K: Commercial Activity License**.

APPENDIX B: CITY TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT

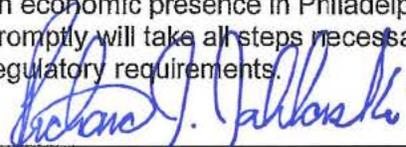
THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	Election Systems & Software
Contact Name and Title	
Street Address	11208 John Galt Boulevard
City, State, Zip Code	Omaha, NE 68137
Phone Number	800-247-8683
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state "none")*	none
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state "none")*	none

_____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.



 Authorized Signature

12-19-2018

 Date

Richard J. Jablonski, VP of Finance

 Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on "Register" or "Register Now" to register your business.

APPENDIX C: LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Applicants who seek as a positive factor in the City’s consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: Election Systems & Software, LLC

Local Business Entity Certification

___ I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109(3)(b) of The Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

- a. Has continuously maintained a valid Commercial Activity or Business Privilege License and all other licenses and permits necessary to conduct business with the City;
- b. Has continuously occupied an office within the City, where business is conducted; and
- c. Satisfies at least one of the following requirements (*Check those applicable to Applicant*):

___ (1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

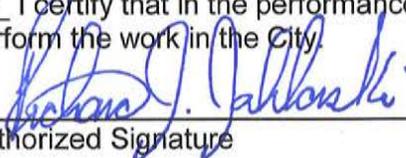
___ (2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

___ (3) Applicant’s principal place of business is located in the City.

Local Impact Certification

RJJ I certify that in the performance of a contract resulting from this RFP, the Applicant named above will employ City residents.

RJJ I certify that in the performance of a contract resulting from this RFP, the Applicant will perform the work in the City.


Authorized Signature

12-19-2018
Date

Richard J. Joblanski
Print Name and Title

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)							
Bid Number or Proposal Title: Election System		Name of Bidder/Proposer: Election Systems & Software, LLC		Bid/RFP Opening Date: December 28, 2018			
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed Voter Outreach or Training Videos	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name Community Marketing Concepts, Inc.			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address 7300 City Avenue, Suite 330, Philadelphia, PA 19151			12-18-2018		Yes. 12-19-2018		
Contact Person Phoebe Coles			Quote Received		Amount Committed To		
Telephone Number 215.871.0900 Fax Number 215.871.5920			YES²	NO	Dollar Amount \$ TBD		
Email Address phoebe@communitymarketingconcepts.com				X	Percent of Total Bid/RFP 80% of the video quote and 80% of the voter education materials %quote		
<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed Shipping and Acceptance Testing	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name Len Parker Associates, Inc.			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address 718 Germantown Pike Lafayette Hill, PA 19444			12-19-2018		Yes. 12-19-2018		
Contact Person Len Parker			Quote Received		Amount Committed To		
Telephone Number 1.267.304.3097 Fax Number 215.948.3164			YES²	NO	Dollar Amount \$ TBD		
Email Address lpamech@aol.com				X	Percent of Total Bid/RFP 50% of the Acceptance Testing quote and 100% of the shipping quote %		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount \$		
Email Address					Percent of Total Bid/RFP %		

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.

APPENDIX E – TECHNICAL REQUIREMENTS

This workbook contains three worksheets that list requirements for the City of Philadelphia Election System RFP:

REQ-General

REQ-Voting Machines

REQ-EPBs

Instructions:

- 1) Review the requirements on each tab
- 2) For each requirement, indicate whether your solution meets the requirement by clicking one of the options in the Vendor Response column.
- 3) Submit the completed workbook with your Proposal to the City of Philadelphia

Terms & Acronyms

EPB	Electronic Poll Book
EPBS	Electronic Poll Book System
Central Level User	User with administrative privileges
Precinct Level User	Poll workers
City	City of Philadelphia
City Commissioners	City of Philadelphia Election Commissioners

ID	Category	Code	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
1	Compliance	COMP_1.1	Voting machine solutions must be certified by the U.S. Election Assistance Commission (EAC) and the Commonwealth of Pennsylvania Department of State by the time of Applicant selection. Electronic poll book solutions must be certified by the Commonwealth of Pennsylvania Department of State by the time of Applicant selection.	MET	
2	Compliance	COMP_1.2	The solution must be compliant with Title IV and Title V of the Americans with Disabilities Act. (Please explain how your equipment accommodates voters in wheelchairs, voters with limited or no sight, and voters with limited or no mobility.)	MET	
3	Compliance	COMP_1.3	The solution must comply with common data format standards set by a recognized standard setting body (e.g., IEEE, ANSI, NIST, EAC) and best practices.	MET	

Technical Requirements Compliance Matrix

Requirements for Voting Machines Only

#	Category	Req ID	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
1	Ballot Face	UI_2.1	The ballot face of the voting machines must accommodate a candidate pool of as many as 100 candidates. Please provide a sample ballot that incorporates the candidate pool from the 2015 Primary and General Elections, as shown in Appendix F.	MET	
2	Ballot Face	UI_2.2	Voting machines must allow for ballot on demand, displaying only the ballot for the correct party and split for the specific voter.	MET	
3	Ballot Face	UI_2.3	Only information relevant to the voting process should appear on the ballot.	MET	
4	Ballot Face	UI_2.4	The ballot face must be intuitive and have a familiar look and feel for voters	MET	
5	User Interface	UI_2.5	The voting machines must prompt the voter about missing, required information before the voter can proceed to the next step.	MET	
6	Ballot Face	UI_2.6	Voting machines must allow for the display of ballots in English and Spanish.	MET	
7	Ballot Face	UI_2.7	No single visible interaction time between a user and the voting machine shall require the user to wait for a response for more than 1 second.	MET	
8	General	Gen_2.1	The solution must allow ballot and ballot styles to be programmed in house and delivered to voting equipment through secure physical means.	MET	
9	General	Gen_2.2	Voting machines must be compatible with electronic poll books certified for use in Pennsylvania elections.	MET	
10	General	Gen_2.3	The solution must provide a method to electronically record votes cast by a voter.	MET	
11	General	Gen_2.4	The solution must provide a voter-verifiable paper ballot or a voter-verifiable paper record of the votes cast by a voter.	MET	
12	Admin	Admin_2.1	The solution should limit administration of the solution to specific terminals using a combination of strong authentication methods.	MET	
13	Admin	Admin_2.2	The solution must allow only users with administrative permissions to set or change user access privileges.	MET	
14	Admin	Admin_2.3	Voting machines should have the capability of being activated without the use of electronic poll books	MET	

Technical Requirements Compliance Matrix

Requirements for Voting Machines Only

#	Category	Req ID	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
15	Admin	Admin_2.4	The first time the "open poll" function is activated, the solution shall support a configurable checklist which requires the poll worker to complete the checklist by affirming each item of the checklist independently. Examples of the items comprising the checklist include: the ballot box has been sealed, the voting screens are in place, ballots have been initialed, etc.	MET	
16	Admin	Admin_2.5	The solution shall support an "open of poll" function that will enable access to the set of functions that support poll operations.	MET	
17	Admin	Admin_2.6	When the 'close poll' function is activated, the solution shall provide a configurable checklist which requires the poll worker to complete the checklist by affirming each item on the checklist has been completed.	MET	
18	Admin	Admin_2.7	The solution shall support a "close of poll" function that will disable poll operation functions and provide access to the set of capabilities that support closing of the poll.	MET	
19	Audit	AUD_2.1	The solution must be auditable. To that end, the solution must maintain an audit log.	MET	
20	Audit	AUD_2.2	The solution should provide auditing both locally and at the central office location.	MET	
21	Audit	AUD_2.3	The solution must support post-election audits as required by current law and provide flexibility to meet additional types of audits as required by directive or legislation.	MET	
22	Audit	AUD_2.4	The audit log must retain time-stamped records of: 1. Any loss of power 2. Any detected system error or deviation from expected system behavior.	MET	
23	Audit	AUD_2.5	The audit log must be printable.	MET	
24	Audit	AUD_2.6	The audit log must be exportable to an external, removable storage device.	MET	
25	Audit	AUD_2.7	The audit log must not be encrypted.	MET	
26	Security	SEC_2.1	The solution must withstand a standard network vulnerability test.	MET	
27	Security	SEC_2.2	All information stored in the system should be encrypted using FIPS 140-2 approved encryption.	MET	

Technical Requirements Compliance Matrix Requirements for Voting Machines Only

#	Category	Req ID	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
28	Security	SEC_2.3	Intrusion detection and control protocols must be in place if any part of the system uses any network connections. If third party testing is done, include name and contact information for such third party and at least one sample test results report from that third party.	MET	
29	Security	SEC_2.4	All portable components in proposed system (laptops, tablets, printers, etc.) must be trackable, recoverable, disposable, and/or wiped if stolen or removed.	MET	
30	Security	SEC_2.5	If any component in the proposed system will accept USB or SD card input, the system must identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.	MET	
31	Security	SEC_2.6	The proposed system must detect and prevent any suspicious software behavior in any part of the system.	MET	
32	Security	SEC_2.7	The solution shall enable a "data cleansing" function which purges all protected information on each component which contains protected data when the device is decommissioned. (Purging means that the data cannot be accessed except through extraordinary forensic methods).	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
1	Admin	Admin_3.1	The EPBS must allow central level users to manage user accounts, including adding and removing users and managing their access privileges.	MET	
2	Admin	Admin_3.2	The EPBS must provide a means for the integration of additional electronic poll books into its configuration at any point throughout the election without requiring a shutdown or a restart of the electronic poll book system. This includes turning on new poll books on election day, assigning poll books to a precinct, and reassigning poll books.	MET	
3	Admin	Admin_3.3	The EPBS must provide a means for the exclusion of an existing electronic poll book from its configuration at any point throughout the election without requiring a shutdown, or restart of the electronic poll book system. This action should not require physical access to the electronic poll book that is to be excluded.	MET	
4	Admin	Admin_3.4	Each electronic poll book within a configured electronic poll book system must have a unique identifier and must identify what precinct it is assigned to. Any component within a configured electronic poll book system must be able to uniquely identify said electronic poll book by its identifier.	MET	
5	Admin	Admin_3.5	An electronic poll book system must not permit access to voter information other than information included in the Philadelphia County SURE database.	MET	
6	Admin	Admin_3.6	The EPBS must prevent any program that is not listed from being executed within the EPBS.	MET	
7	Admin	Admin_3.7	The EPBS must allow central level users to assign poll books to preceincts.	MET	
8	Admin	Admin_3.8	The first time the "open poll" function is activated, the solution shall support a configurable checklist which requires the poll worker to complete the checklist by affirming each item of the checklist independently. Examples of the sort of items comprising the checklist include: the ballot box has been sealed, the voting screens are in place, ballots have been initialed, etc.	MET	
9	Admin	Admin_3.9	The EPBS shall support an "open of poll" function that will enable access to the set of functions that support poll operations.	MET	
10	Admin	Admin_3.10	When the 'close poll' function is activated, the solution shall support a configurable checklist which requires the poll worker to complete the checklist by affirming each item on the checklist has been completed.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
11	Admin	Admin_3.11	The EPBS shall support a "close of poll" function that will disable poll operation functions and provide access to the set of capabilities that support closing of the poll.	MET	
12	Admin	Admin_3.12	Prior to the opening of a Polling Place, the EPBS must be initialized with the List of Electors and all supporting data.	MET	
13	General	GEN_3.1	The EPBS must allow users to view and print the voter list.	MET	
14	General	GEN_3.2	The EPBS must allow users to look up the voters within the current election.	MET	
15	General	GEN_3.3	The EPBS must allow users users to verify whether an individual is eligible to vote in the current election.	MET	
16	General	GEN_3.4	The EPB must allow users to update voter activity information.	MET	
17	General	GEN_3.5	The EPB must allow users to notate discrepancies in voter information on voter registration records.	MET	
18	General	GEN_3.6	Electronic poll books must be compatible with voting machines certified for use in Pennsylvania elections.	MET	
19	General	GEN_3.7	The EPBS must provide notifications to indicate the following: 1. The EPBS has been set up for use in the current election 2. An electronic poll book has been set up for use in the current election 3. A voter registration record has changed 4. A voter activity record has changed 5. The local voter database has been imported into the electronic poll book system 6. A system error or deviation has been detected, along with a description of the solution error or deviation 7. An electronic poll book is shutting down	MET	
20	General	GEN_3.8	The EPBS must allow a precinct level user working in a given precinct to only check-in voter's assigned to that precinct.	MET	
21	General	GEN_3.9	The EPBS must guarantee that a voter can be checked in only once during normal connectivity.	MET	
22	General	GEN_3.10	Any update to a voter record or to any other data pertaining to the election completed on one electronic poll book must be visible on all other connected electronic poll books	MET	
23	General	GEN_3.11	The EPBS must support same day registrations. Central level users must have the ability to turn this feature on and/or off in accordance with Commonwealth of Pennsylvania laws.	MET	
24	General	GEN_3.12	An electronic poll book must allow a voter to make an electronic signature.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Explain any configurations, customizations or work-arounds
25	General	GEN_3.13	The EPBS must provide a method to compare voter signatures to the signature on file.	MET	
26	General	GEN_3.14	The EPBS must provide a method to search and verify precinct assignment for any voter in the City or any address in the City.	MET	
27	General	GEN_3.15	The EPBS must allow poll workers to redirect voters to correct polling place location and provide turn by turn directions.	MET	
28	General	GEN_3.16	The EPBS must provide a method to electronically record the fact that a voter has cast a ballot in an election, whether on election day, during early voting or during grace period voting.	MET	
29	General	GEN_3.17	The EPBS must provide a method to ensure that updated information on voter activity can be communicated to poll workers on any day during which voting is being conducted in as near to real-time as feasible. Voter activity information includes, but is not limited to, whether an individual has already voted, by what method, when and where (on election day, during early voting or during grace period voting).	MET	
30	General	GEN_3.18	The EPBS must provide poll workers with the ability to account for all ballots delivered, all ballots cast, all provisional ballots cast, all spoiled ballots and all ballot applications	MET	
31	General	GEN_3.19	The EPBS must provide poll workers with the ability to create an end-of-the-day reconciliation statement.	MET	
32	General	GEN_3.20	The EPBS must provide the ability for poll workers to sign-in, and enter their time into timesheets to enable tracking of poll workers' time.	WORK AROUND	The ExpressPoll System provides a poll worker time and attendance application which enables poll worker information and work schedules to be recorded. Following each election, this poll worker data is converted into a format that can be easily uploaded into the City of Philadelphia's payroll system, streamlining this process while eliminating the vast majority of manual labor associated with this task. The City of Chicago uses this poll worker time and attendance application to track the activity of their 15,000 poll workers.

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
33	General	GEN_3.21	The EPBS must provide the ability to generate payroll statements.	WORK AROUND	While the EZRoster Software isn't able to generate poll worker payroll statements directly from the ExpressPoll System, the Poll Worker management application allows for the export of poll worker data in formats that can be uploaded into the City of Philadelphia's payroll system. Additionally, once transactions have been processed post-election, reports detailing poll worker information and start/end times can be generated, providing additional resources to generate poll worker payroll statements.
34	General	GEN_3.22	The EPBS must provide operational checklists for poll workers to assist them in following all proper steps for opening, operating and closing the polls on election day.	MET	
35	General	GEN_3.23	The EPBS must provide a method to capture, track, identify, and store data related to provisional voting, including but not limited to name and address information.	MET	
36	General	GEN_3.24	The EPBS shall have the ability to provide listings and counts of voters on Election Day.	MET	
37	General	GEN_3.25	EPBs must permit a precinct election official to cancel a voter's absentee ballot and allow the voter to vote in person.	MET	
38	General	GEN_3.26	An electronic poll book shall contain the ability to retrieve and display information for voters by any combination of manual or automated search fields, including partials, such as: Last Name, First Name, Street Address, District Information, SURE ID Number, Birthdate.	MET	
39	General	GEN_3.27	In the event of a temporary interruption of connectivity, the EPB system must automatically restore voter list consistency across the electronic poll books after connectivity is restored.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
40	General	GEN_3.28	In the event of a temporary interruption of connectivity, the EPB system must identify voters that have been checked in at two or more different electronic poll books during the interruption of connectivity.	MET	
41	Data Integrations	INT_3.1	The EPBS shall provide the ability to import data from the Philadelphia County SURE database in an agreed upon format.	MET	
42	Data Integrations	INT_3.2	The EPBS shall provide the ability to export data for transmission to the Commonwealth of PA for updating of the Philadelphia County SURE database. The data shall be in a format specified by the Commonwealth.	MET	
43	Data Integrations	INT_3.3	The EPBS must not modify permanent data, besides updating vote history, in the voter record in the Philadelphia County SURE database during import or export or normal operation.	MET	
44	Reporting	RPT_3.1	The EPBS must provide the ability to generate standard reports at any time, including during an election.	MET	
45	Reporting	RPT_3.2	The EPBS must provide the ability to generate custom reports at any time, including during an election.	MET	
46	Reporting	RPT_3.3	The EPBS must provide the ability to search reports and run queries at any time, including during an election.	MET	
47	Reporting	RPT_3.4	The EPBS must provide post-election tools and reports that can assist the City Commissioners in conducting post-election recount and/or election contest proceedings, and/or write-in adjudication.	MET	
48	Reporting	RPT_3.5	The EPBS must allow for the publishing of voting statistics to a website designated by the City Commissioners. (Please provide an explanation of the process of publishing to the web from the secure system, how often web results will be updated, and provide examples of the types of reports that can be published on the web).	MET	
49	Performance	PERF_3.1	The anticipated life cycle of the EPB solution must be at least five years. Please provide details on the anticipated life cycle of The EPBS for both hardware and software.	MET	
50	Performance	PERF_3.2	The EPBS must accommodate all electronic poll books operating together during peak usage.	MET	
51	Performance	PERF_3.3	The EPBS must be usable within a standard office environment with temperatures ranging at from 50°F (or higher) to 90°F (or lower).	MET	
52	Performance	PERF_3.4	At a minimum, the EPB system must allow for voter throughput of thirty (30) voters per hour per configured electronic poll book.	MET	
53	Performance	PERF_3.5	The EPBS must have the ability to increase the speed of throughput using the scanning of IDs and other documents.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Explain any configurations, customizations or work-arounds
54	Performance	PERF_3.6	The EBPS must support multiple electronic poll books operating concurrently in a single polling location. Should one of the electronic poll books become inoperable, the operation of the remaining electronic poll book or electronic poll books must not be affected.	MET	
55	Backup & Recovery	Backup_3.1	The EPBS must maintain a copy of the Philadelphia County SURE database as well as any updates to voter activity on a removable storage device. This enables the City to continue with an election in the event the EPBS becomes inoperable.	MET	
56	Backup & Recovery	Backup_3.2	The EPBS must provide means for recovery of the Philadelphia County SURE database, should the physical storage component fail.	MET	
57	Backup & Recovery	Backup_3.3	The EPBS must be designed to tolerate any single point of failure scenarios.	MET	
58	Backup & Recovery	Backup_3.4	An electronic poll book should continue to function if not connected to the EPBS network. All data should be backed up and recoverable once connections is reestablished	MET	
59	Audit	AUD_3.1	The EPBS must maintain an audit log.	MET	
60	Audit	AUD_3.2	The EPBS should provide auditing both locally and at the central office locations.	MET	
61	Audit	AUD_3.3	The EPBS must support post-election audits as required by current law and provide flexibility to meet additional types of audits as required by directive or legislation.	MET	
62	Audit	AUD_3.4	The audit log must retain time-stamped records-of any actions performed by any user on the electronic poll book system, including but not limited to: <ol style="list-style-type: none"> 1. Starting up the system 2. Shutting down the system 3. Switching user accounts 4. Creating/ modifying user accounts 5. Switching to diagnostic/ administrative mode 6. Printing 7. Exporting 8. Importing 9. Adding or removing an electronic poll book 10. Any query of, or update to, a voter record by any user of the electronic poll book system 	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
63	Audit	AUD_3.5	The audit log must retain time-stamped records of: 1. Any interruption in connectivity (between the components of electronic poll book system) or loss of power 2. Any detected system error or deviation from expected system behavior.	MET	
64	Audit	AUD_3.6	The EPBS must allow authorized users to view and print the audit log.	MET	
65	Audit	AUD_3.7	The audit log must be exportable to an external, removable storage device.	MET	
66	Audit	AUD_3.8	The audit log must not be encrypted.	MET	
67	Security	SEC_3.1	The EPB system may not be connected to the voting system.	MET	
68	Security	SEC_3.2	The EPBS must have the ability selectively block access to the system and its components by Internet or wireless method.	MET	
69	Security	SEC_3.3	The EPB system must withstand a standard network vulnerability test.	MET	
70	Security	SEC_3.4	The EPB system must be protected against eavesdropping attacks.	MET	
71	Security	SEC_3.5	The EPB system must be protected against man-in-the-middle attacks.	MET	
72	Security	SEC_3.6	The EPB system must be protected against replay attacks. (A replay attack is an attack carried out either by the originator or by an attacker who intercepts the data and re-transmits it, possibly as part of a masquerade attack by IP packet substitution.)	MET	
73	Security	SEC_3.7	The electronic poll book system must only accept authorized files.	MET	
74	Security	SEC_3.8	The electronic poll book system must only accept authorized file formats.	MET	
75	Security	SEC_3.9	A file can only be imported into the electronic poll book system if it passes file authenticity verification. This verification must prove that the file originates from a trusted source, by validating the digital signature of the file.	MET	
76	Security	SEC_3.10	A file can only be imported into the electronic poll book system if it passes file integrity verification. This verification must prove that the file has not been tampered with between the time that it was signed and the time of the import.	MET	
77	Security	SEC_3.11	Any file to be used in the electoral process, e.g., for information exchange with other election systems, audit purposes, etc., must be cryptographically signed before it is exported from the electronic poll book system. Digital signatures must be compliant with a standard, such as the Digital Signature Standard (DSS).	MET	
78	Security	SEC_3.12	Access to the non-precinct level EBPS functions must be restricted to individuals holding an official role and an unique account created for assigned to them.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response	
				Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
79	Security	SEC_3.13	Access to authorized EPBS User Interface and all underlying functionality is restricted to account holders of authorized EPBS user role accounts. User authentication is required to validate the account holder's access privileges.	MET	
80	Security	SEC_3.14	Access to the diagnostic interface and all underlying functionality (if applicable) must be restricted to users with administrator accounts and associated privileges. User authentication must be required to validate the account holder's access privileges.	MET	
81	Security	SEC_3.15	Access to the administrative interface and all underlying functionality must be restricted to users with administrator accounts and associated privileges. User authentication must be required to validate the account holder's access privileges.	MET	
82	Security	SEC_3.16	All information stored on the electronic pollbook system must be encrypted using FIPS 140-2 approved encryption.	MET	
83	Security	SEC_3.17	The electronic pollbook system shall be configured and managed in such a manner that all data in-motion maintains the highest level of physical or digital protections.	MET	
84	Security	SEC_3.18	Encryption and other security measures must be in place to protect data if the proposed system involves internet or cloud based transmission of data to and from local electronic EPB components.	MET	

Technical Requirements Compliance Matrix

Requirements for Electronic Poll Books Only

#	Category	Req ID	Requirement	Vendor Response Indicate whether the solution meets the requirement	Comments Explain any configurations, customizations or work-arounds
85	Security	SEC_3.19	All portable components in proposed system (laptops, tablets, printers, etc.) must be trackable, recoverable, disposable, and/or wiped if stolen or removed.	WORK AROUND	<p>Equipment in the ExpressPoll system (including peripherals) have unique serial numbers that can be tracked and used to identify equipment. Location kits built with these unique serial numbers could be created and managed by a jurisdiction to track all components.</p> <p>The ExpressPoll tablets' data encryption feature ensures the security and privacy of sensitive voter data, even in the event of equipment theft. If a tablet is stolen, the encrypted data would be impossible to read. All data on the ExpressPoll, including audit logs, can be encrypted using strong Advanced Encryption Standard (AES) -256 encryption. The CentralPoint application can monitor the transactions that are received by the server and recognize when a device is communicating to the server.</p>
86	Security	SEC_3.20	If any component in the proposed system will accept USB or SD card input, the system must identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.	MET	
87	Security	SEC_3.21	The proposed system must detect and prevent any suspicious software behavior in any part of the system.	MET	
88	Security	SEC_3.22	The EPBS shall enable a "data cleansing" function which purges all protected information on each component which contains protected data when the device is decommissioned. (Purging means that the data cannot be accessed except through extraordinary forensic methods).	MET	

Vendor Response

Code

Description

MET	Requirement is met by existing solution.
NOT MET	Requirement is not met by existing solution and cannot be met via configuration, customization or work around.
CONFIG	Requirement can be met via configuration. Provide an explanation in the Comments field.
CUSTOM	Requirement can be met via customization. Provide an explanation in the Comments field.
WORK AROUND	Requirement can be met by a work around. Describe the work around in the Comments field.
PLEASE SELECT	Default value

APPENDIX G: COST PROPOSAL TEMPLATE

As stated in Section 3.16, the City requests that Applicants use the template below or a similar format for the Cost Proposal. Please provide one Cost Proposal for leasing and one for purchasing the solution.

If the Proposal includes more than one solution, there must be a separate cost itemization for each solution proposed.

ES&S - ExpressVote XL and DS450 Tabulation System

Appendix G.1: Base System Software - Implementation				
Provide costs for software licensing for years 1-5 and an additional five years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System Software - Initial Annual License Fee	Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)		
Implementation Total				

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.2: Base System Software Add-ons - Implementation				
Provide costs for any recommended software add-ons for years 1-5 and an additional five years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Additional Synthesized Audio Language - Initial Annual License Fee	Synthesized Audio Capability - Spanish Language		
Implementation Total				

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.3: Base System Hardware and Equipment - Implementation				
Provide base system hardware costs for years 1-5 and an additional 5 years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Full-Faced Voting Terminal - Quantity: 3735	ExpressVote XL Full Face Ballot Terminal with Paper Path, Paper Roll, Cart, Dust Cover, Voter Light, Ballot Bin, Backup Battery, and One (1) Standard 4GB Memory Device		
2	Full-Faced Voting Terminal Keypad and Headphones - Quantity: 890	ExpressVote XL UVC Device with Headphones		
3	Central Scanner - Quantity: 4	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) Standard 8GB Memory Devices, and Initial Annual License Fee)		
4	Trade-In Allowance and Additional Base System Hardware and Equipment Discount			
Implementation Total			\$28,084,500.00	

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.4: Additional Hardware and Equipment Add-ons - Implementation				
Provide itemized costs for any additional hardware and equipment recommended for years 1-5 plus an additional 5 years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System 3rd Party Hardware	Five (5) Workstations and One (1) File Server		
Implementation Total			\$23,053.00	

Note: The Election Management System Hardware proposed above is for the network certified by the Election Assistance Commission (EAC) and the Commonwealth of Pennsylvania Department of State. We understand that the City's needs may extend beyond the currently certified network, and we will work with the City to develop and implement a network solution that meets the needs of the City and is approved by the Department of State.

Appendix G.5: Professional Services to implement Base System and Add-ons - Implementation					
Include professional services required to implement all software and equipment listed in sections G.1-G.4. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Ian Rothenberg	Project Manager - Lead			
2	Vicki Crosby	Project Assistant			
3	Will Wesley	Project Assistant			
4	John Lento	Account Manager - Pilot Election			
5	ES&S Field Services Team	Equipment Installation			
Implementation Total				328 Days Plus Equipment Installation Event	\$842,650.00

Appendix G.6: Professional Services–Network Administration - Implementation					
Provide itemized costs for evaluation, setup and management of the City's network(s) for election night reporting for years 1-5 plus 5 additional years (years 6-10). Add additional rows as needed.					
#	STAFF NAME	TITLE	EVENT RATES \$	EST. EVENTS	TOTAL \$
1	ES&S Technical Services Team	Configuration and Installation of EMS Certified Network set forth in Appendix G.4; Review of City's Existing Network Infrastructure			
Implementation Total					

Note: As per section, 3.8.2 of the RFP, ES&S' quoted services include installation and implementation of the Election Night Reporting Management System (EMS), and verification of the functionality. The cost of implementing a network different than what we have quoted and ongoing network support services will be mutually agreed to by the parties.

Appendix G.7: Professional Services to provide Training - Implementation					
Provide itemized costs for all required training services, as described in Section 3.11. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Justin Lacey	Trainer - Tabulation Hardware System			
2	Justin Lacey	Trainer - Tabulation Software			
3	TBD	Poll Worker Trainer			
4	TBD	Voter Education Demo			
Implementation Total				57 Days	\$96,900.00

Note: Custom training videos for the City of Philadelphia are per quote and ES&S would like to discuss the City's training video needs to determine total pricing.

Appendix G.8: Documentation - Implementation					
Provide itemized costs for all documentation to be provided, as described in Section 3.12. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	N/A	Standard System Manuals and User Guides	N/A	N/A	Included
Implementation Total				N/A	Included

Appendix G.9: Maintenance Agreement					
Please list itemized costs for maintenance services for Years 1-5, as described in Section 3.10.1. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	ANNUAL COST	ASSUMPTIONS
1	See note below				

Note: Please see Maintenance Agreement Costs for Years 2-5 and Years 6-10 below.

Appendix G.10: Support Services - Implementation

Please list itemized costs for support services for years 1-5, as described in Section 3.10.2. Include annual and monthly costs. Add additional rows as needed.

#	COMPONENT	DESCRIPTION	MONTHLY COST	PER ELECTION COST	ASSUMPTIONS
1	Pre-Election Testing	Tabulation Logic & Accuracy Testing			
2	Election Programming	Onsite Election Programming Assistance			
3	Election Support	Election Day On-Site Support (One Event includes a person on-site the day before, day of, and day after election)			
Per Election Total				\$202,725.00	

Note: The above per election costs are what we believe are appropriate for the first election use after system implementation. Following the first election use, the parties can mutually agree on the amount of support required per election.

Appendix G.11: Other Associated Products and Services - Implementation

Please list itemized costs for any other associated products and services not covered in sections G.1-G-10. Add additional rows as needed.

#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Performance and Payment Bond	Implementation Performance and Payment Bond		
2	Shipping & Handling	Shipping & Handling of Proposed System		
3	Certified Technician Training	Level I Maintenance Training		
Implementation Total			\$535,828.00	

Appendix G.12: ADDITIONAL ASSUMPTIONS

State any assumptions (not already stated above) upon which pricing is based. Insert as many lines as necessary to ensure all concerns are adequately expressed.

#	ASSUMPTION
1	
2	
3	

Implementation Purchase Price Total \$29,854,366.00

Payment Schedule:

1. Kickoff / Initial Project Planning Meeting & Finalization of Implementation Schedule (25%)
2. Completion of Conditional Acceptance Tests associated with Hardware Installation (40%)
3. Completion of Conditional Acceptance associated with EMS Software Installation (10%)
4. Completion of Conditional Acceptance associated with Equipment and Software Training (5%)
5. Completion of the Pilot Election, which constitutes Final Acceptance (20%)
6. First Election Use Support Services

Financing Option:	Annual Pmt
Annual Payment for a Five (5) Year Term	\$6,922,166.92

Financing Notes:

1. ES&S is able to provide long term financing through its affiliate, Nationwide Capital, and repayment periods other than 5 years are available.
2. First Payment due at contract execution and annually hereafter.
3. Payments do not include Years 2-5 or Years 6-10 Annual License and Maintenance and Support Fees which will be invoiced separately.
4. The Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

Years 2-5 License, Maintenance and Support Fees
(Note: These fees are inclusive of the 5 year warranty)

Annual Hardware Maintenance and Support Fees:

HMA ExpressVote XL - Extended Warranty with Biennial Maintenance
HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

Firmware License - ExpressVote XL
Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
Synthesized Audio Capability - Spanish Language

Annual Payment and Performance Bond

Annual License and Maintenance and Support Fees for Years 2-5

Grand Total for 5 years \$3,877,441.00

Note: If the City wishes to subscribe to a Certified Technician program only, see attachment for Certified Technician details and pricing.

Years 6-10 License, Maintenance and Support Fees

Annual Hardware Maintenance and Support Fees:

HMA ExpressVote XL - Extended Warranty with Biennial Maintenance
HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

Firmware License - ExpressVote XL
Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
Synthesized Audio Capability - Spanish Language

Annual License and Maintenance and Support Fees for Years 6-10

Grand Total for 5 years \$5,406,900.00

Years 11-12 License, Maintenance and Support Fees

Annual Hardware Maintenance and Support Fees:

HMA ExpressVote XL - Extended Warranty with Biennial Maintenance
HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

Firmware License - ExpressVote XL
Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
Synthesized Audio Capability - Spanish Language

Annual License and Maintenance and Support Fees for Years 11-12

\$1,138,810.00

Note: Annual License and Maintenance and Support Fees for Years beyond Year 12 are Per Quote.

APPENDIX G: COST PROPOSAL TEMPLATE

As stated in Section 3.16, the City requests that Applicants use the template below or a similar format for the Cost Proposal. Please provide one Cost Proposal for leasing and one for purchasing the solution.

If the Proposal includes more than one solution, there must be a separate cost itemization for each solution proposed.

ES&S - DS200, ExpressVote BMD, and DS450 Tabulation System

Appendix G.1: Base System Software - Implementation				
Provide costs for software licensing for years 1-5 and an additional five years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System Software - Initial Annual License Fee	Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)		
Implementation Total			\$49,500.00	

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.2: Base System Software Add-ons - Implementation				
Provide costs for any recommended software add-ons for years 1-5 and an additional five years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Additional Synthesized Audio Language - Initial Annual License Fee	Synthesized Audio Capability - Spanish Language		
Implementation Total			\$2,310.00	

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.3: Base System Hardware and Equipment - Implementation				
Provide base system hardware costs for years 1-5 and an additional 5 years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Precinct Scanner - Quantity: 890	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and One (1) Standard 4GB Memory Device)		
2	Ballot Marking Device - Quantity: 890	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, Soft-Sided Case, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)		
3	Central Scanner - Quantity: 3	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) Standard 8GB Memory Devices, and Initial Annual License Fee)		
4	Trade-In Allowance and Additional Base System Hardware and Equipment Discount			
Implementation Total			\$6,682,350.00	

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.4: Additional Hardware and Equipment Add-ons - Implementation				
Provide itemized costs for any additional hardware and equipment recommended for years 1-5 plus an additional 5 years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System 3rd Party Hardware	Five (5) Workstations and One (1) File Server		

2	Ballot Marking Device Privacy Screens - Pack of 6 Quantity: 149	Tabletop ExpressVote Privacy Screens		
Implementation Total			\$37,945.55	

Note: The Election Management System Hardware proposed above is for the network certified by the Election Assistance Commission (EAC) and the Commonwealth of Pennsylvania Department of State. We understand that the City's needs may extend beyond the currently certified network, and we will work with the City to develop and implement a network solution that meets the needs of the City and is approved by the Department of State.

Appendix G.5: Professional Services to implement Base System and Add-ons - Implementation					
Include professional services required to implement all software and equipment listed in sections G.1-G.4. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Ian Rothenberg	Project Manager - Lead			
2	Vicki Crosby	Project Assistant			
3	Wil Wesley	Project Assistant			
4	John Lento	Account Manager - Pilot Election			
5	ES&S Field Services Team	Equipment Installation			
Implementation Total				Plus Equipment Installation Event	\$757,325.00

Appendix G.6: Professional Services—Network Administration - Implementation					
Provide itemized costs for evaluation, setup and management of the City's network(s) for election night reporting for years 1-5 plus 5 additional years (years 6-10). Add additional rows as needed.					
#	STAFF NAME	TITLE	EVENT RATES \$	EST. EVENTS	TOTAL \$
1	ES&S Technical Services Team	Configuration and Installation of EMS Certified Network set forth in Appendix G.4; Review of City's Existing Network Infrastructure			
Implementation Total				1	\$16,900.00

Note: As per section, 3.8.2 of the RFP, ES&S' quoted services include installation and implementation of the currently certified Election Management System (EMS), and verification of the functionality. The cost of implementing a network different than what we have quoted and ongoing network support services will be mutually agreed to by the parties.

Appendix G.7: Professional Services to provide Training - Implementation					
Provide itemized costs for all required training services, as described in Section 3.11. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Justin Lacey	Trainer - Tabulation Hardware System Operations			
2	Justin Lacey	Trainer - Tabulation Software			
3	TBD	Poll Worker Trainer			
4	TBD	Voter Education Demo			
Implementation Total				57 Days	\$96,900.00

Note: Custom training videos for the City of Philadelphia are per quote and ES&S would like to discuss the City's training video needs to determine total pricing.

Appendix G.8: Documentation - Implementation					
Provide itemized costs for all documentation to be provided, as described in Section 3.12. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	N/A	Standard System Manuals and User Guides	N/A	N/A	Included
Implementation Total				N/A	Included

Appendix G.9: Maintenance Agreement					
Please list itemized costs for maintenance services for Years 1-5, as described in Section 3.10.1. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	ANNUAL COST	ASSUMPTIONS
1	See note below				

Note: Please see Maintenance Agreement Costs for Years 2-5 and Years 6-10 below.

Appendix G.10: Support Services - Implementation					
Please list itemized costs for support services for years 1-5, as described in Section 3.10.2. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	PER ELECTION COST	ASSUMPTIONS
1	Pre-Election Testing	Tabulation Logic & Accuracy Testing			
2	Election Programming	Onsite Election Programming Assistance			
3	Election Support	Election Day On-Site Support (One Event includes a person on-site the day before, day of, and day after election)			
Per Election Total				\$202,725.00	

Note: The above per election costs are what we believe are appropriate for the first election use after system implementation. Following the first election use, the parties can mutually agree on the amount of support required per election.

Appendix G.11: Other Associated Products and Services - Implementation				
Please list itemized costs for any other associated products and services not covered in sections G.1-G-10. Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Performance and Payment Bond	Implementation Performance and Payment Bond		
2	Shipping & Handling	Shipping & Handling of Proposed System		
3	Certified Technician Training	Level I Maintenance Training		
Implementation Total			\$173,597.00	

Appendix G.12: ADDITIONAL ASSUMPTIONS	
State any assumptions (not already stated above) upon which pricing is based. Insert as many lines as necessary to ensure all concerns are adequately expressed.	
#	ASSUMPTION
1	
2	
3	

Implementation Purchase Price Total \$8,019,552.55

Payment Schedule:

1. Kickoff / Initial Project Planning Meeting & Finalization of Implementation Schedule (25%)
2. Completion of Conditional Acceptance Tests associated with Hardware Installation (40%)
3. Completion of Conditional Acceptance associated with EMS Software Installation (10%)
4. Completion of Conditional Acceptance associated with Equipment and Software Training (5%)
5. Completion of the Pilot Election, which constitutes Final Acceptance (20%)
6. First Election Use Support Services

Financing Option:	Annual Pmt
Annual Payment for a Five (5) Year Term	\$1,859,449.35

Financing Notes:

1. ES&S is able to provide long term financing through its affiliate, Nationwide Capital, and repayment periods other than 5 years are available.
2. First Payment due at contract execution and annually hereafter.
3. Payments do not include Years 2-5 or Years 6-10 Annual License and Maintenance and Support Fees which will be invoiced separately.
4. The Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

Years 2-5 License, Maintenance and Support Fees
(Note: These fees are inclusive of the 5 year warranty)

Annual Hardware Maintenance and Support Fees:

- HMA DS200 - Extended Warranty with Biennial Maintenance
- HMA ExpressVote BMD - Extended Warranty with Biennial Maintenance
- HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

- Firmware License - DS200
- Firmware License - ExpressVote
- Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

- Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
- Synthesized Audio Capability - Spanish Language

Annual Payment and Performance Bond

Annual License and Maintenance and Support Fees for Years 2-5

Grand Total for 5 years \$1,452,373.00

Note: If the City wishes to subscribe to a Certified Technician program only, see attachment for Certified Technician details and pricing.

Years 6-10 License, Maintenance and Support Fees

Annual Hardware Maintenance and Support Fees:

- HMA DS200 - Extended Warranty with Biennial Maintenance
- HMA ExpressVote BMD - Extended Warranty with Biennial Maintenance
- HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

- Firmware License - DS200
- Firmware License - ExpressVote
- Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

- Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
- Synthesized Audio Capability - Spanish Language

Annual License and Maintenance and Support Fees for Years 6-10

Grand Total for 5 years \$2,014,125.00

Years 11-12 License, Maintenance and Support Fees

Annual Hardware Maintenance and Support Fees:

- HMA DS200 - Extended Warranty with Biennial Maintenance
- HMA ExpressVote BMD - Extended Warranty with Biennial Maintenance
- HMA DS450 - Extended Warranty with Biennial Maintenance

Annual Firmware License and Maintenance and Support Fees:

- Firmware License - DS200
- Firmware License - ExpressVote
- Firmware License - DS450

Annual Software License and Maintenance and Support Fees:

- Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)
- Synthesized Audio Capability - Spanish Language

Annual License and Maintenance and Support Fees for Years 11-12

\$424,220.00

Note: Annual License and Maintenance and Support Fees for Years beyond Year 12 are Per Quote.

APPENDIX G: COST PROPOSAL TEMPLATE

As stated in Section 3.16, the City requests that Applicants use the template below or a similar format for the Cost Proposal. Please provide one Cost Proposal for leasing and one for purchasing the solution.

If the Proposal includes more than one solution, there must be a separate cost itemization for each solution proposed.

ES&S - Electronic Poll Book System

Appendix G.1: Base System Software - Implementation				
Provide costs for software licensing for years 1-5 and an additional five years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	CentralPoint Central Server Software - Initial Annual License Fee	CentralPoint Central Server Software License and Hosting Fee		
Implementation Total				

Note: Operation of the CentralPoint System requires wireless service from a wireless service provider (such as Verizon or AT&T), along with MIFI devices (a wireless router that acts as a mobile WiFi hotspot). Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.2: Base System Software Add-ons - Implementation				
Provide costs for any recommended software add-ons for years 1-5 and an additional five years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	CentralPoint Media View - Initial Annual License Fee	CentralPoint Media View License and Hosting Fee		
Implementation Total				

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.3: Base System Hardware and Equipment - Implementation				
Provide base system hardware costs for years 1-5 and an additional 5 years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Electronic Poll Book Quantity: 1765	ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Stand, Printer, Hub, Stylus with Tether, Micro SD-Card w/ SD Adapter, 16GB Thumb Drive, USB Dongle, Power Cable, Carrying Case, and ExpressPoll Software.		
Implementation Total				

Note: Please see Costs for Years 2-5 and Years 6-10 below.

Appendix G.4: Additional Hardware and Equipment Add-ons - Implementation				
Provide itemized costs for any additional hardware and equipment recommended for years 1-5 plus an additional 5 years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Thermal Printer Paper Quantity: 1765	Thermal Printer Paper		
2	Micro SD Card Security Seal Quantity: 1765	Micro SD Card Security Seal		
3	ExpressVote Printer Quantity: 1765	ExpressVote Printer		
Implementation Total			\$1,283,331.50	

Appendix G.5: Professional Services to implement Base System and Add-ons - Implementation					
Include professional services required to implement all software and equipment listed in sections G.1-G.4. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Ian Rothenberg	Project Manager - Lead			
2	Vicki Crosby	Project Assistant			
3	Wii Wesley	Project Assistant			
4	John Lento	Account Manager - Pilot Election			
Implementation Total				166	\$282,200.00

Note: If the tabulation and poll book systems are both purchased from ES&S and implemented simultaneously, 166 days (\$282,200.00) can be removed from the price above as they are already included in the tabulation cost proposals and this may result in a reduction of the Performance and Payment Bond cost listed below in Appendix G.11.

Appendix G.6: Professional Services–Network Administration - Implementation					
Provide itemized costs for evaluation, setup and management of the City’s network(s) for election night reporting for years 1-5 plus 5 additional years (years 6-10). Add additional rows as needed.					
#	STAFF NAME	TITLE	EVENT RATES \$	EST. EVENTS	TOTAL \$
1	N/A				
Implementation Total					

Appendix G.7: Professional Services to provide Training - Implementation					
Provide itemized costs for all required training services, as described in Section 3.11. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Justin Lacey	Trainer - Poll Book Hardware and Software System Operations			
2	TBD	Poll Worker Trainer			
3	TBD	Voter Education Demo			
Implementation Total				51	\$86,700.00

Note: Custom training videos for the City of Philadelphia are per quote and ES&S would like to discuss the City’s training video needs to determine total pricing. If the tabulation and poll book systems are both purchased from ES&S and implemented simultaneously, the above 50 Poll Worker Training and Voter Education Demo days (\$85,000.00) can be removed from the price above as they are already included in the tabulation cost proposals and may result in a reduction of the Performance and Payment Bond cost listed below in Appendix G.11.

Appendix G.8: Documentation - Implementation					
Provide itemized costs for all documentation to be provided, as described in Section 3.12. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	N/A	Standard System Manuals and User Guides			
Implementation Total					

Appendix G.9: Maintenance Agreement					
Please list itemized costs for maintenance services for Years 1-5, as described in Section 3.10.1. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	ANNUAL COST	ASSUMPTIONS
1	See note below				

Note: Please see Maintenance Agreement Costs for Years 2-5 and Years 6-10 below.

Appendix G.10: Support Services - Implementation					
Please list itemized costs for support services for years 1-5, as described in Section 3.10.2. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	PER ELECTION COST	ASSUMPTIONS
1	Pre-Election Testing	Poll Book Logic & Accuracy Testing			
3	Election Support	Election Day On-Site Support (One Event includes a person on-site the day before, day of, and day after election)			
Per Election Total				\$146,625.00	

Note: The above per election costs are what we believe are appropriate for the first election use after system implementation. Following the first election use, the parties can mutually agree on the amount of support required per election. If the tabulation and poll book systems are both purchased from ES&S and implemented simultaneously, the above Election Support events (\$51,425.00) can be removed from the price above as they are already included in the tabulation cost proposals and may result in a reduction of the Performance and Payment Bond cost listed below in Appendix G.11.

Appendix G.11: Other Associated Products and Services - Implementation					
Please list itemized costs for any other associated products and services not covered in sections G.1-G-10. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS	
1	Performance and Payment Bond	Implementation Performance and Payment Bond			
2	Shipping & Handling	Shipping & Handling of Proposed System			
Implementation Total			\$52,589.00		

Appendix G.12: ADDITIONAL ASSUMPTIONS

State any assumptions (not already stated above) upon which pricing is based. Insert as many lines as necessary to ensure all concerns are adequately expressed.

#	ASSUMPTION
1	
2	
3	

Implementation Purchase Price Total \$3,717,195.50

Payment Schedule:

1. Kickoff / Initial Project Planning Meeting & Finalization of Implementation Schedule (25%)
2. Completion of Conditional Acceptance Tests associated with Hardware Installation (55%)
3. Completion of the Pilot Election, which constitutes Final Acceptance (20%)
4. First Election Use Support Services



Financing Option:	Annual Pmt
Annual Payment for a Five (5) Year Term	\$861,885.59

Financing Notes:

1. ES&S is able to provide long term financing through its affiliate, Nationwide Capital, and repayment periods other than 5 years are available.
2. First Payment due at contract execution and annually hereafter.
3. Payments do not include Years 2-5 or Years 6-10 Annual License and Maintenance and Support Fees which will be invoiced separately.
4. The Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

Years 2-5 License, Maintenance and Support Fees
(Note: These fees are inclusive of the 5 year warranty)

Annual Firmware License and Maintenance and Support Fees:

ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion

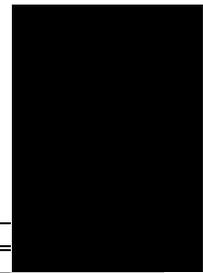
Annual Software License and Maintenance and Support Fees:

CentralPoint License Fee and Hosting Services
CentralPoint Media View Software License and Hosting Services

Annual Payment and Performance Bond

Annual License and Maintenance and Support Fees for Years 2-5 _____

Grand Total for 5 years \$761,713.00



Years 6-10 License, Maintenance and Support Fees

Annual Firmware License and Maintenance and Support Fees:

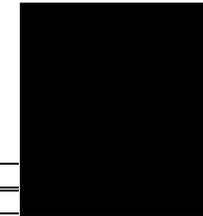
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion

Annual Software License and Maintenance and Support Fees:

CentralPoint License Fee and Hosting Services
CentralPoint Media View Software License and Hosting Services

Annual License and Maintenance and Support Fees for Years 6-10 _____

Grand Total for 5 years \$1,040,125.00



Note: Annual License and Maintenance and Support Fees for Years beyond Year 10 are Per Quote.

Cost Summary for ExpressVote XL and DS450 Voting Machine Configuration

Description	Tabulation Cost	Poll Book Cost	Total Cost
Implementation Purchase Price Total			
Additional Discounts For Purchasing All Solutions From ES&S:			
Removal of Duplicate Implementation Services from Appendixes G.5, G.7, and G.10 if both solutions are implemented simultaneously			
Additional Discount for ES&S as Single Solution Provider			
Total Solution Cost with ES&S as Single Supplier			\$32,902,936.50

Cost Summary for DS200, ExpressVote BMD and DS450 Voting Machine Configuration

Description of Activities	Tabulation Cost	Poll Book Cost	Total Cost
Implementation Purchase Price Total			
Additional Discounts For Purchasing All Solutions From ES&S:			
Removal of Duplicate Implementation Services from Appendixes G.5, G.7, and G.10 if both solutions are implemented simultaneously			
Additional Discount for ES&S as Single Solution Provider			
Total Solution Cost with ES&S as Single Supplier			\$11,068,123.05

Certified Tech Program

ES&S Certified Technician Program (Annual Fees):

ES&S Certified Technician Training Fee. Price is Per Technician with a Minimum of Three (3) Technicians per Class (Note: Training can be performed at customer's location, regionally, or at ES&S company headquarters in Omaha, NE.)

Categories	Unit Price
- Level I Maintenance (Apprentice): Three (3) days of training with a limit of six (6) technicians per class.	
- Level II Maintenance (Craftsman): Three (3) to five (5) days of training with a limit of six (6) technicians per class.	
- Level III Maintenance (Journeyman): Three (3) to five (5) days of training with a limit of six (6) technicians per class.	
Note: Technician must pass the previous phase of training and have the required minimum experience to be eligible for the next level of training.	

Technical Training – Summary

- **Level I – Equipment Set-up, Logic & Accuracy Testing, Delivery Prep**
 - This is the level of training Technicians complete when they are first hired into their position.
 - They need to be proficient in this level prior to being able to conduct L&A testing on their own, prior to an election.
 - They need to be proficient in this level for a minimum period of six (6) months prior to taking the Level II course and test.
- **Level II – Cleaning, Lubricating, Calibrating, and Battery Replacement**
 - This level of training allows Technicians to perform general preventative maintenance procedures.
 - Technicians that pass the final tests for this level, can move on to the next level after a minimum of one (1) year AND having completed the prerequisite qualifications for Level III.
- **Level III – Fully certified to make all types of repairs**
 - The Level III course and test is completed at the ES&S headquarters in Omaha, NE.
 - Prerequisites include:
 - Electronics degree or equivalent work experience.
 - Completion of Level I and Level II training courses with a passing grade on all tests.
 - A minimum of one (1) year after completing the course and passing the tests for Level II.

Parts Options

Parts Program (Price does not include Performance and Payment Bond or Annual Firmware Licenses):

DS450 Parts Program (Annual Price per Unit)	
ExpressVote XL Parts Program (Annual Price per Unit)	
DS200 Parts Program (Annual Price per Unit)	
ExpressVote Ballot Marking Device Parts Program (Annual Price per Unit)	

Note: Parts Program pricing includes all parts required for repair of ES&S hardware by an ES&S Certified Technician. Program allows the customer to maintain a limited inventory of only the most common parts repaired and order all others on an as needed basis. Customer is to return all repaired parts to a designated ES&S warehouse location. Customer is responsible for shipping and handling costs of replacement parts ordered and repaired parts returned to an ES&S warehouse location.

Pay as you Go Program:

Pay as you Go Program allows the Customer to maintain their own inventory of repair parts. Program requires customer to manage lead-times for all parts ordered for initial inventory and any re-orders during the program (Note: Lead-times for some parts are 6-months to 1-year). Customer is required to return all repair parts to a designated ES&S warehouse location. Customer is responsible for shipping and handling costs of parts ordered and repair parts returned to an ES&S warehouse location.



Mandatory Campaign Contribution Disclosure form

"This fillable PDF must be used to complete your financial disclosures. Once you select if you are a "business" or "individual" the appropriate questions will appear. Please answer as completely as possible. Once you complete the question on each page, select "Continue" to go to the next page. You must have Adobe to be able complete this form. If you do not have Adobe, you can download it by going here: <https://get.adobe.com/reader/>." If you need to complete the form as a business and as an individual, please complete and submit two separate forms.

Continue

Contribution Disclosure Information

*Required fields

*Is the Applicant an individual or business? Individual Business

Business

- * Has the Applicant made any contributions? Yes No
- * Has the Applicant solicited or served as an intermediary for any contributions? Yes No
- * Has an officer, director, controlling shareholder, or partner of the for-profit Applicant made any contributions? See note below. (Non-profit organizations, please select No.) Yes No
- * Has an officer, director, controlling shareholder, or partner of the for-profit Applicant solicited or served as an intermediary for any contributions? See note below. (Non-profit organizations, please select No.) Yes No
- * Has an affiliate of the Applicant made any contributions? Yes No
- * Has an affiliate of the Applicant solicited or served as an intermediary for any contributions? Yes No
- * Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Applicant made any contributions? See Note Below. Yes No
- * Has an officer, director, controlling shareholder, or partner of the for-profit affiliate of the Applicant solicited or served as an intermediary for any contributions? See note below. Yes No
- * Has the Applicant or an affiliate of the Applicant reimbursed another individual or business for a contribution that the individual or business has made? Yes No
- * Has an officer, director, controlling shareholder, or partner of a for-profit Applicant, reimbursed another individual or business for a contribution that the individual or business has made? See note below. Yes No
- * Has a political committee controlled by the Applicant or by an affiliate of the Applicant made any contributions? Yes No
- * Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Applicant, or of a for-profit affiliate of the Applicant, made any contributions? Yes No

* Vendor: ES&S

* Date: 12/19/2018

* RFP/Bid: B1903107

Reset

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Notes:

Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder, or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of contribution, although only the amount above \$3,000 will be attributed to the office, director, controlling shareholder, or partner (and, by extension, the applicant business)

Contributions Disclosure Information

Is the applicant an individual or business? Individual Business

Name of Contributor 1:

Relationship to Applicant:

Name of Recipient:

Date of Contribution:

Amount of Contribution:

Have you, the Applicant solicited or served as an intermediary for any contributions? Yes No

Has a member of your immediate family made any contributions over and above 11,900? Yes No

Has a member of your immediate family solicited or served as an intermediary for contributions over and above 11,900? Yes No

Is the applicant an individual or business? Individual Business

Name of Contributor 3:

Relationship to Applicant:

Name of Recipient:

Date of Contribution:

Amount of Contribution:

Have you, the Applicant solicited or served as an intermediary for any contributions? Yes No

Has a member of your immediate family made any contributions over and above 3,000? Yes No

Has a member of your immediate family solicited or served as an intermediary for contributions over and above 3,000? Yes No

Reset

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Is the applicant an individual or business? Individual Business

Name of Contributor 2:

Relationship to Applicant:

Name of Recipient:

Date of Contribution:

Amount of Contribution:

No

Have you, the Applicant solicited or served as an intermediary for any contributions? Yes No

Has a member of your immediate family made any contributions over and above 3,000? Yes No

Has a member of your immediate family solicited or served as an intermediary for contributions over and above 3,000? Yes No

Is the applicant an individual or business? Individual Business

Name of Contributor 4:

Relationship to Applicant:

Name of Recipient:

Date of Contribution:

Amount of Contribution:

Have you, the Applicant solicited or served as an intermediary for any contributions? Yes No

Has a member of your immediate family made any contributions over and above 3,000? Yes No

Has a member of your immediate family solicited or served as an intermediary for contributions over and above 3,000? Yes No

Consultant Disclosure Information

***Required Fields:**

Check here to certify if a consultant(s) was used in the year prior to the application deadline for this contract opportunity. (Click 'Continue' if this does not apply)

List all consultant(s) used in the year prior to the application deadline for this contract opportunity. Please be sure to refer to the definition of Consultant before completing this form.

Reset

Continue

Vendor Disclosure Information

***Required Fields:**

- List all consultant(s) used in the year prior to the application deadline for this contract opportunity. Please be sure to refer to the definition of Consultant before completing this form.

Reset

Continue

Vendor City Employee Request Disclosure

*Required Fields

- Check here if one or more City employees or officers asked you, the Applicant, any officer, director or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions) during the two years prior to the application deadline for this contract opportunity. (Click "Continue" if this does not apply.)

Reset

Continue

Vendor City Employees Participation Advice Disclosure

*Required Fields

- Check here if one or more City Employees or officers gave you, the Applicant, any officer, director or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract for the participation of minority, women, disabled or disadvantaged business enterprises during the two years prior to the application deadline for this contract opportunity.

Reset

Continue

Vendor Signature on Application

In order for an application to be considered valid, it must be properly signed by the applicant. The Application may not be signed by anyone other than the Applicant or an authorized officer or employee of the Applicant. Applications that are not signed will be rejected. By typing your name and title in the signature space below, you, as the applicant, signify your intent to sign this application. Someone other than the proper signatory may not type in another's signature. All signatories hereby declare and certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute this Application and make disclosures on the Applicant's behalf; and represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

If application is being submitted by an INDIVIDUAL, SOLE PROPRIETOR, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY, or any other legally formed entity except a corporation (see below) sign the application here, with a signature by either the Individual, Owner, Partner, Member or Manager. If the application is not signed by the above mentioned, by signing in the Authorized Signatory box provided below, you hereby certify that you are authorized to sign in place of such officers:

Signature of Individual/Owner/Partner/Member/Manager



Authorized Signatory

Richard J. Jablonski

If application is being submitted by a CORPORATION, sign the application here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the application is not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

President/Vice President

Secretary/Asst. Secretary/Treasurer/Assistant Treasurer

Authorized Signatory

Save

ATTACHMENT A - SYSTEM DIAGRAMS

ATTACHMENT D – ES&S SAMPLE SERVICE AGREEMENTS

**NATIONWIDE CAPITAL, LLC
LEASE PURCHASE AGREEMENT**

This Equipment Lease Purchase Agreement ("Agreement") is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: **Nationwide Capital, LLC** ("Lessor");

AND: ("Lessee").

RECITALS:

A. Lessor hereby agrees to lease to Lessee and Lessee agrees to lease from Lessor, in accordance with the **GENERAL TERMS** of this Agreement which are attached hereto, certain equipment as set forth herein for use in Lessee's conduct of elections in **** ("Jurisdiction").

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

Exhibit A (Equipment Description & Quantities)

Exhibit B (Schedule of Payments & Option Purchase Price)

Exhibit C (Certificate of Acceptance & Insurance)

Exhibit D (Certificate of Appropriations and Authority)

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

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

NATIONWIDE CAPITAL, LLC
11128 John Galt Boulevard - Suite 200
Omaha, NE 68137
Fax No.: (402) 970-1291

Fax No.:

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

**EQUIPMENT LEASE PURCHASE
GENERAL TERMS**

1. **Agreement to Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, in accordance with the terms and provisions of this Agreement, the equipment described on Exhibit A attached hereto, together with all attachments, replacements, substitutions, proceeds, additions, accessions, repairs and accessories incorporated therein or affixed thereto (collectively, the "Equipment"). The Equipment shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest in the Equipment except the right to use the same, subject to the terms and conditions of this Agreement.

2. **Term.** The term of this Agreement shall commence upon the Effective Date and shall continue until the end of the term as set forth on Exhibit B ("Term").

3. **Payments.** Lessee hereby agrees to pay to Lessor all sums due and owing hereunder on or before the dates on which the same are due and payable as set forth in Exhibit B attached hereto ("Lease Payments"). Commencing in 2018, Lessor will invoice Lessee forty five (45) days prior to the due date of the Lease Payments set forth in Exhibit B. In the event that any Lease Payments or any other sums due and owing under this Agreement are not paid within five (5) days from the due date, Lessor may assess a delinquency fee ("Late Charge") on each delinquent Lease Payment in an amount not exceeding the greater of (i) \$500.00 or (ii) five percent (5.00%) of each such Lease Payment. Lessor may apply payments received from Lessee in satisfaction of sums accrued hereunder in such order as Lessor may, in its sole discretion, determine. Acceptance of payment that does not include all accrued Late Charges, expenses, and interest shall not constitute a waiver of Lessor's right to collect the same at a later date. Lessor may also exercise each and every right and remedy available to Lessor upon the occurrence of an Event of Default hereunder. All such Lease Payments shall be payable to Lessor at its address set forth herein or at such other address as Lessor may provide to Lessee. If Lessee fails to pay any Lease Payment or any other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to the Lessor interest on such late payments from the due date until paid at the highest rate permitted under applicable law

4. **Option to Purchase.** Provided Lessee has complied with all terms and conditions of this Agreement and is not otherwise in default hereunder, Lessee shall have the option to purchase all, but not less than all, of the Equipment from Lessor which is then subject to this Agreement on an "AS IS, WHERE IS" basis without warranty by Lessor for the Option Purchase Price set forth in Exhibit B.

Lessee shall provide Lessor with written notice not less than one hundred and twenty (120) days prior to the date specified in Exhibit B for the exercise of such purchase option. In the event that Lessee does not exercise its option to purchase the Equipment, Lessee shall return the Equipment to Lessor in accordance with Section 18 below. In the event that Lessee does exercise its option to

purchase the Equipment, Lessor shall provide Lessee with a bill of sale for the Equipment and Lessee shall be deemed to have acquired all right, title and interest in and to the Equipment, free of any lien, encumbrance or security interest except such liens, encumbrances or security interests as may be created, or permitted and not discharged, by Lessee, but without any other warranties.

5. **Lessee's Representations and Warranties.** Lessee hereby represents, warrants and agrees as follows:

a. That all requirements for execution, delivery and performance of this Agreement have been or will be complied with in a timely manner;

b. That Lessee has the necessary power and authority to contract for the Equipment contemplated herein as necessary requirements to accomplish each of the foregoing;

c. That Lessee and its Jurisdiction have both waived any immunity (if such immunity was otherwise allowed) from allowing Lessor to enforce the terms of this Agreement;

d. Subject to Section 17 as set forth herein, that all payments hereunder have been and will be duly authorized and paid when due out of funds then on hand and legally available for such purposes. Lessee shall, to the extent permitted by applicable law and in accordance with the terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder and Lessee has budgeted and made available for the current fiscal period sufficient funds to fully comply with its obligations hereunder;

e. That Lessee has an immediate need for and expects to make immediate use of the Equipment which need is not temporary or expected to diminish in the foreseeable future, specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Equipment;

f. That Lessee will not attach or affix the Equipment to real property in any manner, and the Equipment shall, in all events, remain personal property;

g. That Lessee will not sell, offer to sell, lease, rent or otherwise transfer or hypothecate the Equipment or any interest therein;

h. That Lessee will keep the Equipment free from any adverse lien, security interest, claim or encumbrance and in good order and repair and shall notify Lessor immediately of any attachment or other judicial notice affecting the Equipment and shall indemnify and hold harmless Lessor from any loss or damages caused thereby;

i. That Lessee will permit Lessor to examine and inspect the Equipment at any reasonable time at any building or place where the Equipment is located; and

j. That all parts, replacements, additions and substitutions to or for any Equipment shall immediately become part of the Equipment and the property of Lessor.

6. **Lessee's Waivers.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by the UCC, including, but not limited to, Lessee's rights to: (a) cancel or terminate this Agreement except as set forth herein; (b) repudiate this Agreement; (c) reject the Equipment; (d) revoke acceptance of the Equipment; (e) recover damages from Lessor for any breaches of warranty or for any other reason, including but not limited to any claim for implied warranties of infringement, merchantability, or fitness for a particular purpose; (f) require Lessor to accept any risk of loss; (g) a security interest in the Equipment in Lessee's possession or control for any reason; (h) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Agreement; (i) accept partial delivery of the Equipment; (j) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for those due from Lessor; (k) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (l) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment described in this Agreement.

To the extent permitted by applicable law, Lessee also waives any rights conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages, or which may otherwise limit or modify any of Lessor's rights or remedies.

7. **Use of Equipment.** Lessee shall be responsible for the payment of all operating expenses associated with the Equipment. Lessee shall use the Equipment only for its proper purposes and will not install, use, operate or maintain the Equipment improperly, carelessly or in violation of any applicable law, ordinances, rules or regulations of any governmental authority or in a manner contrary to the nature of the Equipment or the use contemplated by the manufacturer. Lessee shall keep and use the Equipment solely within the Jurisdiction and solely for the conduct of Lessee's operations. Concurrently with the execution of this Agreement, Lessee shall enter into that certain Voter Tabulation Support and Services Agreement, by and between Lessee and Election Systems & Software, LLC. Lessee shall be solely responsible for the payment of all transportation charges in the delivery of the Equipment to and from the Lessee's locations.

8. **Maintenance of Equipment.** Lessor shall not be responsible or obligated to make any repairs, replacements or provide maintenance on the Equipment. At its sole and separate expense and in accordance with the terms and conditions of that certain Voter Tabulation Support and Services Agreement of even date herewith between Lessee and Election System & Software, LLC, Lessee shall arrange for all services, repairs and maintenance to the Equipment which may be necessary to keep the Equipment in such condition, normal wear and tear excepted, as when delivered to the Lessee hereunder and to maintain the

Equipment as recommended by the manufacturer. All such replacements shall be free and clear from all liens, encumbrances and claims of others and shall become part of the Equipment and subject to the terms of this Agreement. Lessor may, at its option, perform the foregoing items as may be necessary to preserve the Equipment and charge all costs and expenses associated with the Lessor's performance of such maintenance to the Lessee which shall be in addition to any other payments due by Lessee hereunder.

9. **Changes to the Equipment.** Any parts, replacements, additions and substitutions or other items installed or placed in or on or attached to the Equipment shall become the property of the Lessor unless Lessor requests that Lessee remove such features prior to returning the Equipment at the end of the term of this Agreement. In the event that the Equipment is damaged due to Lessee's removal of such items, Lessee shall be responsible, at its sole expense, for repairing such damage. Except as set forth herein, Lessee shall not, without the prior written consent of the Lessor, make any alterations, modifications, changes or improvements to the Equipment unless such changes are required to maintain Federal and/or State certification.

10. **Damage or Destruction to Equipment.** Lessee shall bear the entire risk of loss for any damage, theft or destruction of the Equipment from any and every cause whatsoever and no loss, damage, theft or destruction or other event shall release Lessee from its obligations to pay the full amount of the Lease Payments or from any other obligation under this Agreement. Lessee shall promptly notify Lessor in writing of any loss, theft, damage to or destruction of the Equipment, and Lessee shall (a) promptly replace, at Lessee's expense, the same in good repair, condition and working order or (b) if the Equipment is damaged or destroyed beyond repair or lost by theft, immediately pay to Lessor all remaining amounts due and owing pursuant to this Agreement, including, but not limited to, the Option Purchase Price as set forth on Exhibit B.

11. **Insurance.** Lessee, at its option, shall (a) be self insured with regard to the Equipment or (b) purchase and maintain insurance with regard to the Equipment. Lessee shall indicate on the Certificate of Acceptance its election to be self-insured or insured by a company with regard to the property set forth on Exhibit A. Regardless of Lessee's choice of insurance hereunder, during the term of the Agreement, Lessee shall, at its own cost and expense, provide, maintain and pay for casualty insurance against the loss, theft or damage to the Equipment for the full replacement value. In addition Lessee shall, at its own cost and expense, provide, maintain and pay for comprehensive liability insurance coverage insuring against such risks including injury and death to any person and damage to any property owned by third parties with coverage as are customary for lessees of property similar in nature to the Equipment being leased hereunder. If insurance policies are to be provided by an insurance company, such insurance company shall be authorized to do business in the State where the Equipment is located and shall name Lessor as an additional insured. All insurance policies shall contain the insurer's agreement to give thirty (30) days' written notice to Lessor before cancellation of any policy of insurance. Lessee shall deliver the policies or copies

thereof or certificates of insurance to Lessor. If Lessee fails to provide insurance or if any insurance obtained by the Lessee is cancelled or lapses or is discontinued for any reason, Lessor shall be entitled to insure the Equipment with insurance comparable to the insurance required hereunder. Insurance proceeds from casualty losses shall be payable solely to Lessor. As set forth in Section 10, insurance proceeds received by Lessor shall be paid to Lessee at such time as Lessee has provided satisfactory proof that such repairs or replacements have been completed. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, execute and endorse all documents, checks or drafts in connection with any insurance claim.

12. **Indemnification.** To the fullest extent permitted by law, Lessee shall indemnify and hold Lessor, its agents, employees, officers and directors harmless from and against any and all claims, losses, liabilities, damages, judgments, suits, damages, penalties, costs and expenses and all legal proceedings of any nature whatsoever, including, but not limited to, negligence, tort and strict liability, and any and all costs and expenses in connection therewith, including attorney fees, arising out of or in any manner related to, the manufacture, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or other disposition of the Equipment, or with this Agreement, including without limitation, claims for injury to or death of persons and for damage to property. Lessee shall immediately give Lessor written notice of any such claim or liability.

13. **No Warranties.** **Except for representations, warranties, and service agreements relating to the Equipment made or entered into by the manufacturer, developer or supplier, all of which are hereby assigned to Lessee, Lessee acknowledges and agrees as follows: (a) Lessor is not the manufacturer, developer or supplier of the Equipment or the manufacturer's or developer's agent or a dealer therein; (b) the Equipment is of size, design, capacity, description and manufacture selected by the Lessee; (c) Lessee is satisfied that the Equipment is suitable and fit for Lessee's purposes; (d) LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE TITLE, FITNESS, CONDITION, MERCHANTABILITY, DESIGN, DELIVERY, INSTALLATION OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, AND LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; (e) THE EQUIPMENT IS LEASED ON AN "AS IS" BASIS, "WITH ALL FAULTS"; and (f) Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature, direct, consequential or otherwise, caused directly or indirectly by any Equipment leased hereunder, or by any delay or failure to provide delivery, installation, maintenance, repairs, service or adjustment by the manufacturer, developer or supplier. No defect in or unfitness of the Equipment shall relieve Lessee of the obligation to pay any Lease Payments hereunder or**

perform any other obligation under this Agreement. Lessor shall have no obligation under this Agreement with respect to the Equipment, including any obligation to install, test, adjust, service or maintain the Equipment. Lessor agrees, as long as no Event of Default (as defined in Section 14 hereof) shall have occurred, Lessor will permit Lessee to enforce in Lessee's own name, and at Lessee's sole expense, any supplier's or manufacturer's warranty or agreement relating to the Equipment, to the extent that such warranty or agreement is assignable.

14. **Events of Default.** An Event of Default shall occur hereunder if Lessee: (a) fails to pay any amount due hereunder when due, and such failure continues for a period of five (5) days; (b) fails to perform or observe any other covenant, condition or agreement to be performed or observed by Lessee hereunder, or either breaches any representation or provision contained herein; (c) attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment or assign Lessee's rights or duties hereunder or permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees and agents; (d) institutes insolvency, bankruptcy or reorganization proceedings, or such proceedings are instituted against Lessee, or Lessee makes a general assignment for the benefit of, or enters into any composition or arrangement with creditors; (e) shall create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any nature whatsoever upon, affecting or relating to the Equipment or this Agreement; (f) performs or fails to perform any other act, as a result of which Lessor deems itself insecure or deems any of its Equipment to be in jeopardy; or (g) has made any warranty, representation or statement which is false in any material respect when made or furnished.

15. **Remedies.** Upon the occurrence of any Event of Default, Lessor may, with or without canceling or terminating this Agreement, in its sole discretion, do any one or more of the following: (a) accelerate all sums due and owing or to become due and owing hereunder for the full term of the Agreement, including the Option Purchase Price. Lessee shall be responsible for all costs and expenses incurred by Lessor; (b) institute suit against Lessee to enforce performance by Lessee of the covenants, terms and provisions of this Agreement; (c) require the Lessee to assemble the Equipment and make the Equipment available to Lessor at a place designated by Lessor at Lessee's sole cost and expense; (d) enter upon any premises where any of the Equipment is located without notice, demand, a court order or any other legal process and repossess any or all such Equipment. Lessee hereby waives any resulting damages therefrom and shall be responsible for all costs and expenses associated with repossessing the Equipment; (e) sell the Equipment at a public or private sale or relet the Equipment. In such event, if the proceeds of such sale are less than the sum of (i) the costs of repossession, sale, relocation, storage, reconditioning, reletting and installation (ii) the unpaid Lease Payments outstanding plus the then-applicable Option Purchase Price calculated from Exhibit B as of the last preceding Lease Payment Date set forth in Exhibit B, and (iii) any past due amounts hereunder (plus any interest on such unpaid principal balance at the rate set forth herein), all of which shall be paid to Lessor and Lessor shall retain all such proceeds and Lessee shall remain liable for

any deficiency; (f) exercise any other right or remedy which may be available to it under any applicable law. In such event, Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith, including, but not limited to court costs and disbursements, repossession costs, storage costs recondition costs and reselling costs, subject to applicable laws.

16. **Non-Cancelable; Obligations Unconditional.**

Except as specifically set forth in Section 17 and 18 below, this Agreement cannot be cancelled or terminated by Lessee. Lessee agrees that Lessee's obligations to pay all amounts due and perform all other obligations hereunder shall, in any and all events be absolute, irrevocable, unconditional and independent and shall be paid and performed without abatement, deduction or offset of any nature whatsoever.

17. **Non-Appropriation.** Lessee agrees that the responsible financial officer of Lessee or such other individual who has authority to budget funds for the continuation of this Agreement shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provisions for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. In the event funds for the succeeding fiscal period are not able to be obtained after the exhaustion of all efforts herein, Lessee may terminate this Agreement at the end of any fiscal period during the term of the Agreement by providing written notice to Lessor no later than one hundred and twenty (120) days prior to the first day of such fiscal period for which appropriations are not unable to be made. The failure by the Lessee to obtain the appropriation of funds for the full amount necessary to make the required payments hereunder in any fiscal period subsequent to the current fiscal period shall terminate all of the Lessee's rights hereunder, including any and all rights in the Equipment effective on the last day of the last fiscal period in which appropriations were properly made.

18. **Termination; Return of Equipment.**

Provided Lessee has not exercised the purchase option as set forth in Section 4, this Agreement shall terminate upon the expiration of the term or any earlier termination as specifically set forth in this Agreement. Upon the expiration or earlier termination of this Agreement, Lessee shall promptly, at its sole expense, assemble and return the Equipment to locations designated by Lessor. Lessee will also return to Lessor all manufacturer warranty agreements, maintenance records and other documents relating to all of the Equipment. If Lessor takes possession of any equipment not subject to its interests, it shall notify Lessee and may dispose of such equipment if Lessee fails to take possession within thirty (30) days. If any item of Equipment is not returned in at least as good and repair as when delivered to Lessee, ordinary wear and tear excepted, Lessee shall pay to Lessor, within five (5) days after receipt of written notice from Lessor, an amount to repair and recondition such item of Equipment to restore it to good working condition and appearance in accordance with the manufacturer's documentation.

19. **Services and Support Agreement.** The terms and conditions respecting software licensure, delivery, warranties, hardware and software maintenance and support services are set forth in that certain Voter Tabulation Support and Services Agreement of even date herewith between Lessee and Election Systems & Software, LLC.

20. **Assignment.** Unless Lessee receives Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate, grant any security interest in, subcontract, delegate any of its rights, duties and obligations, or otherwise dispose of this Agreement or the Equipment or any interest in the Agreement or Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Any assignee of Lessor shall have all of the rights of Lessor under this Agreement, and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim, or offset that Lessee may have against Lessor.

21. **Security Interest.** Lessee agrees that this Agreement shall constitute an authenticated security agreement and that the Equipment and all of Lessee's right, title and interest in and to this Agreement are subject to a security interest for the benefit of Lessor upon the terms and conditions set forth herein and shall secure (a) payment and performance of all of Lessee's obligations under this Agreement, and (b) to the extent permitted by law, all indebtedness at any time due and owing by Lessee to Lessor or Lessor's assignees. Lessee further assigns to Lessor all of Lessee's right, title and interest in and to this Agreement to secure (a) payment and performance of all of Lessee's obligations under this Agreement, and (b) to the extent permitted by law, any and all indebtedness, however evidenced, at any time due and owing by Lessee to Lessor. Lessee hereby authorizes Lessor to file financing statements or other documentation, and Lessee hereby agrees to take such other and further action as may be required by Lessor to maintain and perfect such security interests. Lessee hereby acknowledges and agrees that, by filing any financing statements as allowed by this Section 22, Lessor has not transferred any title to the Equipment to Lessee except for the leasehold rights as set forth herein; rather, such financing statements (i) shall perfect Lessor's security interest in Lessee's rights under this Agreement and (ii) shall be precautionary to give notice to third parties of Lessor's continuing title to the Equipment.

22. **Lessor's Right to Perform.** If Lessee fails to make any payment or to perform any obligation imposed on Lessee under this Agreement, Lessor may make any such payment or perform any such obligation. The amount of any such payment and Lessor's costs and expenses shall immediately be payable by Lessee to Lessor upon demand. Such sums shall bear interest as set forth herein, from the date of payment by Lessor.

23. **Usury.** Notwithstanding any provision contained herein to the contrary, if this Agreement should be construed, for any reason, to be subject to the usury laws of any state, in no event shall interest or any other fee or charge accrue or be payable in excess of the highest lawful rate. If, from any circumstance whatsoever, amounts payable hereunder exceed the limit prescribed by law, such

amounts shall be reduced to the maximum amount permitted by applicable law, and if from any circumstance the holder hereof shall ever receive as interest or other fees an amount which would exceed the highest lawful rate, such excess shall be applied to the reduction of the unpaid balance due hereunder and not to the payment of interest or such fees, or if such excess exceeds the unpaid balance, such excess shall be refunded to Lessee. This provision shall control every other provision of all agreements between the undersigned and the holder hereof.

24. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by commercial overnight courier (with written verification of receipt) or (c) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

25. **Benefit; Severability.** Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective heirs, successors and assigns. (This reference to Lessee's assigns shall not constitute consent by Lessor to any assignment of this Agreement by Lessee.) In

addition, Lessor shall have the right to at all times by notice to the Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **Waiver.** No covenant or obligations hereunder by Lessee may be waived except by the written consent of the Lessor and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the conditions giving rise to such remedy. Lessor's rights hereunder are cumulative.

27. **Entire Agreement.** Time is of the essence. This Agreement constitutes the entire understanding and agreement between Lessor and Lessee, and there are no understandings or agreements between the parties, oral or written, which are not set forth herein. This Agreement may not be amended except by written agreement authenticated by Lessor and Lessee.

[END OF GENERAL TERMS]

**EXHIBIT A
EQUIPMENT & QUANTITIES**

<u>Description</u>	<u>Qty</u>
<u>Tabulation Equipment</u>	
<u>Third Party:</u>	

EXHIBIT B

SCHEDULE OF PAYMENTS & OPTION PURCHASE PRICE

Payment Number	Payment Date	Total Payment	Option to Purchase Price
1	Upon Contract Execution	\$	
2	One Year Anniversary of Contract Execution	\$	
3	Two Year Anniversary of Contract Execution	\$	
Total of Regularly Scheduled Payments		\$	
4	Exercise of Option to Purchase		\$1.00

Lease Term: Three (3) Years Upon Contract Execution

All payments shall be made by Borrow to Lender via wire transfer as follows:

Wire payments shall be remitted to:

Remittance Advice: statements @essvote.com

All invoices shall be sent by Lender to Borrower at the following Address:

County, State
Attn:
Address

OR

All payments shall be made by Borrow to Lender via ACH transfer as follows:

ACH payments shall be remitted to:

Remittance Advice: statements @essvote.com

All invoices shall be sent by Lender to Borrower at the following Address:

County, State
Attn:
Address

EXHIBIT C
CERTIFICATE OF ACCEPTANCE & INSURANCE

1. **Acceptance of Equipment.** In accordance with the terms of this Agreement, Lessee hereby certifies that all of the Equipment described herein as more fully set forth on Exhibit A to the Agreement (i) has been received by the Lessee; (ii) has been examined and inspected by the Lessee; (iii) has been found to be in good operating condition and operation in accordance with its documentation; (iv) has been found to be of the size, design, quality, type and manufacture as specified by the Lessee; and (v) has been found to be suitable for Lessee's intended purpose and use. Therefore, in accordance with the foregoing, Lessee hereby accepts the Equipment, in the condition it was received, for all purposes of this Agreement.

2. **Use.** The primary use of the Equipment shall be for the conduct of elections in the Jurisdiction.

3. **Equipment Location.** The Equipment shall be located at the following location(s):

Location Name: _____
Address: _____
City, State, Zip: _____

4. **Invoices.** All invoices shall be sent to the following address to the attention of the individual set forth below:

Lessee Name: _____
Attention: _____
Address: _____
City, State, Zip: _____

5. **Insurance.** Lessee hereby certifies that the requisite insurance coverage as set forth in Section 11 of the Agreement has been secured and shall remain in force for the term of the Agreement. Lessee shall designate Lessor as the loss payee under such insurance coverage. Please designate the type of insurance below:

Company Insured Self-Insured

Insurance Company/Agent Name: _____
Insurance Company Address: _____
Insurance Company Phone Number: _____
Policy Number: _____

IN WITNESS WHEREOF, I hereby have accepted and executed this Certificate of Acceptance & Insurance on this ___ day of _____, 20__

By Lessee:

Signature: _____

Printed: _____

Title: _____

EXHIBIT D
CERTIFICATE OF APPROPRIATIONS AND AUTHORITY

I, _____ do hereby certify that I am duly elected or appointed and acting Auditor of Lessee; that I have custody of the financial records and budget information of the Lessee; that all monies for the payment of all sums due under this Agreement are available for the fiscal year ending ____, 2018, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; that appropriations and/or funds will be appropriated by the ***** County Commission prior to ***** and future appropriations shall be processed accordingly to the terms of Paragraph 17 of this Agreement.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations and Authority this ____ day of _____, 20__.

By Lessee:

Signature: _____

Printed: _____

Title: _____



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: _____

Fax Number: _____

Customer Contact, Title: _____

Customer Name: _____

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____

Ship To: _____

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Freight Billable: yes no

Order Subtotal	\$	-
Discount	\$	-
Order Total	\$	-

 Regional Sales Manager

 Customer Signature Date

Sales Order Agreement

V.P. of Finance

Date

Title

--

Special Notes:

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer. Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
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Warranty Period (Years):	One (1) Year After Equipment Delivery
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Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.
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SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to license, and Customer agrees to license, the ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The purchase and payment terms for the ES&S Equipment are set forth under a separate lease/purchase agreement. The payment terms for the ES&S Software are set forth on the reverse side.

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

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

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

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

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

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

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

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

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

6. **Delivery Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

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

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

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

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of

the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

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

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

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

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

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

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

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

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

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

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

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

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

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

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	
Total Maintenance Fees for the Initial Term:		
<u>Payment Terms:</u> 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.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

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

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
	(Extended Warranty with Biennial Maintenance)	Year 1		
Total Maintenance Fees for the Coverage Period ***** through ***** or Year 1				
	(Extended Warranty with Biennial Maintenance)	Year 2		
Total Maintenance Fees for the Coverage Period ***** through ***** or Year 2				
Total Hardware Maintenance Fees for the Initial Term				

Note 1: Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month shall be 75% of the then current maintenance fee per unit.

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

Note 3: Customer's Designated Location:

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

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

- Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

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

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

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

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

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

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

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
		Year 1	
		Year 1	
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1			
		Year 2	
		Year 2	
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2			
Total Software License, Maintenance and Support Fees for the Initial Term			

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

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

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
		Year 1		
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1				
		Year 2		
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2				

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total Firmware License, Maintenance and Support Fees for the Initial Term				

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

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

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

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: _____

Fax Number: _____

Customer Contact, Title: _____

Customer Name: _____

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____

Ship To: _____

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Freight Billable: yes no

Order Subtotal	\$	-
Discount	\$	-
Order Total	\$	-

 Regional Sales Manager

 Customer Signature Date

Sales Order Agreement

V.P. of Finance

Date

Title

Special Notes:	
Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer. Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	One (1) Year After Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party terms required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
 - (i) the total cost of any third party items that are required in order to operate the Updates;
 - (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
 - (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.
6. **Delivery Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.
 - b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
11. **Disputes.**
 - a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S; (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
 - b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.
13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

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

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

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

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

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

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

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

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

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

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

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

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

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

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	
Total Maintenance Fees for the Initial Term:		
<u>Payment Terms:</u> 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.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

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

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
	(Extended Warranty with Biennial Maintenance)	Year 1		
Total Maintenance Fees for the Coverage Period ***** through ***** or Year 1				
	(Extended Warranty with Biennial Maintenance)	Year 2		
Total Maintenance Fees for the Coverage Period ***** through ***** or Year 2				
Total Hardware Maintenance Fees for the Initial Term				

Note 1: Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month shall be 75% of the then current maintenance fee per unit.

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

Note 3: Customer's Designated Location:

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

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

- Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

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

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

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

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

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

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

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
		Year 1	
		Year 1	
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1			
<hr/>			
		Year 2	
		Year 2	
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2			
Total Software License, Maintenance and Support Fees for the Initial Term			

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

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

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
		Year 1		
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1				
<hr/>				
		Year 2		
Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2				

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total Firmware License, Maintenance and Support Fees for the Initial Term				

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

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

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

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**NATIONWIDE CAPITAL, LLC
LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Agreement") is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: NATIONWIDE CAPITAL, LLC, a Delaware limited liability company (hereinafter "Lender");

AND: (hereinafter "Borrower")

RECITALS:

A. WHEREAS, Borrower desires to obtain a loan from Lender for the purpose of purchasing the Equipment (as defined below); and Lender is willing, subject to and upon the terms and conditions hereafter set forth, to provide a loan to Borrower for such purpose.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

- Exhibit A (Equipment, Software, and Services Description & Quantities)
- Exhibit B (Promissory Note)
- Exhibit C (Security Agreement)

NOW, THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions hereinafter set forth, each of the parties hereto:

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

NATIONWIDE CAPITAL, LLC
11128 John Galt Boulevard - Suite 200
Omaha, NE 68137
Fax No.: (402) 970-1291

Fax No.:

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

GENERAL TERMS

ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

(a) Agreement means this Agreement as hereafter amended, restated or otherwise modified from time to time.

(b) Business Day means any day other than a Saturday, Sunday or other day on which commercial banks in Nebraska are authorized or required to close under applicable law.

(c) Code means the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder.

(d) Collateral has the meaning specified in the Security Agreement.

(e) Default means any Event of Default or any condition, occurrence or event which, after a required notice, if any, or lapse of time, or both, would constitute an Event of Default.

(f) Equipment means voter tabulation equipment and any related software and services, and third party items purchased by Borrower from ES&S, all as set forth on Exhibit "A" attached hereto.

(g) ES&S means Election Systems & Software, LLC, a Delaware limited liability company.

(h) Event of Default has the meaning specified in Section 8.1.

(i) Legal Opinion means an opinion of Borrower's counsel to the effect that Borrower has full power and authority to enter into this Agreement and the other Loan Documents, which have been duly authorized, executed and delivered by Borrower and as a valid and binding obligation of Borrower enforceable in accordance with their respective terms, and all requirements for execution, delivery and performance of this Agreement and the other Loan Documents have been, or will be, complied with in a timely manner.

(j) Lien means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit

arrangement, encumbrance, lien (statutory or other), or other security agreement, charge, or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing).

(k) Loan shall have the meaning set forth in Section 2.1.

(l) Loan Documents means this Agreement, the Note, the Security Agreement, the Legal Opinion and all other agreements, documents and instruments contemplated by, or made with reference to, this Agreement, as each may be amended, restated or otherwise modified from time to time.

(m) Material Adverse Effect means (i) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, properties or prospects of Borrower, (ii) a material adverse effect upon the validity or enforceability of this Agreement or any of the other Loan Documents against Borrower or the rights or remedies of Lender hereunder or thereunder, or (iii) a material adverse effect upon any portion of the Collateral or the Liens in favor of Lender on such Collateral or the perfection or priority of such Liens.

(n) Note means the promissory note to be executed by Borrower and delivered to Lender pursuant to Section 2.1, in substantially the form of Exhibit "B" attached hereto, and all promissory notes given in exchange, renewal or substitution thereof.

(o) Obligations means (i) any and all sums from time to time due from Borrower to Lender arising under or in connection with the Loan and the Loan Documents, or any other instruments evidencing the indebtedness of Borrower to Lender and the full and complete performance of all agreements and documents executed or delivered pursuant to any indebtedness due from Borrower to Lender, all as same may be amended, modified or extended from time to time, (ii) all money or other credit heretofore and hereafter advanced by Lender to or for the account of Borrower, (iii) all other present or future, direct or contingent, liabilities of Borrower to Lender of any nature whatsoever, and (iv) all costs and expenses incurred in the collection of the foregoing, including attorneys fees, in each of (i) – (iv) above, howsoever created, arising or evidenced, whether

direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

(p) Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

(q) Security Agreement means the Security Agreement attached hereto as Exhibit "C" to be executed by Borrower and delivered to Lender and each other Security Agreement now or hereafter executed by Borrower to secure the Obligations, as each may be amended, restated or otherwise modified from time to time.

(r) Vendor has the meaning specified in Section 9.1.

ARTICLE 2 LOAN

2.1 Loan. Lender shall make a loan to Borrower in the amount of \$ (the "Loan"). The Loan shall be evidenced by a separate Promissory Note in the form attached hereto as Exhibit "B" (the "Note"), and shall be subject to the additional terms set forth in this Agreement and the other Loan Documents.

(a) Interest Rate. Interest on the Loan shall accrue on the outstanding and unpaid principal balance of the Loan at the rate set forth in the Note.

(b) Payments of Principal and Interest. Principal and interest shall be due and payable on the Loan as provided in the Note.

(c) Use of Proceeds. Borrower hereby acknowledges and agrees that it shall use the proceeds only for the purchase of Equipment and for no other purposes, and Lender may provide the loan proceeds directly to Vendor.

2.2 Maximum Rate. In no contingency or event whatsoever shall the aggregate of all amounts deemed interest hereunder or under any other Loan Document exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable thereto. In the event that such a court determines that Lender has charged or received interest hereunder or under any other Loan Document in excess of the highest applicable rate,

Lender, in its sole discretion, shall either apply such excess (to the extent actually received) to any other Obligations, whether principal, interest, fees or otherwise, and regardless of whether such Obligations are then due and payable, or shall refund such excess interest (or any portion thereof not so applied to other Obligations) to Borrower, and such rate shall automatically be reduced to the maximum rate permitted by such law.

2.3 Form of Payments. All payments of principal and interest under the Note shall be payable in immediately available funds and in lawful money of the United States of America to Lender at the remittance account set forth on Exhibit B or at such other account as may be designated by Lender in writing. All payments shall be applied first to accrued interest and then toward any other sums due under this Agreement and then toward principal. All payments shall be made on or before the due dates indicated in the Note, and Borrower hereby agrees to remit such payments and all other amounts when due and payable without any need for Lender to send a bill or an invoice. BORROWER'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. Restrictive endorsements on checks sent by the Borrower will not change or reduce Borrower's obligations to Lender, and Lender will not lose any rights if it accepts late or partial payments or delays enforcing its rights under this Agreement.

2.4 Payment on Non-Business Days. Whenever any payment to be made under a Loan or under any Loan Document shall be stated to be due on a non-Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest due on the Loan or fees under the Loan Documents, as the case may be.

2.5 Appropriations.

(a) The Borrower, by entering into this Agreement, acknowledges its current intention to make all payments due during its current fiscal year on the dates such payments are then due. In the event the Borrower's governing body fails to include in its proposed budget or related documents for the ensuing fiscal year or fails to appropriate sufficient funds to fully fund all of Borrower's obligations to make payments hereunder for any future fiscal year, then the Borrower will immediately notify the Lender or its assignee of such occurrence and the

Borrower's right to possession of the Equipment, and all its interest in the Equipment, will terminate as of effective immediately within the fiscal year in which the failure to appropriate occurs. In such case, the liability and obligations of the Borrower and remedies of Lender will be limited to recovery only of funds appropriated for payments for the then current fiscal year.

(b) The Borrower agrees to use its best efforts to obtain authorization and appropriation of such funds and that the governing body of the Borrower shall, for each ensuing fiscal year in which the payments are scheduled to be made and that, to the extent funds have been appropriated for the current fiscal year, it will make all such payments; and that if sufficient funds are appropriated and budgeted by it for the next fiscal year for the purchase of the Equipment, then this Agreement will be deemed renewed for such fiscal year and will be effective for such fiscal year.

2.6 Non-appropriation. If the governing body of the Borrower fails to specifically appropriate sufficient funds to make the payments due in any fiscal year and no such appropriation is legally made within two weeks after demand by Lender, an event of non-appropriation ("Event of Non-appropriation") will have occurred, and Borrower may terminate this Agreement at the end of the then current fiscal year, whereupon Borrower will be obligated to pay those amounts then due subject to the provisions herein. At the end of such fiscal year, Lender will have the right to take possession of the Equipment. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate the Borrower beyond its current fiscal year. If the Borrower fails to make any payment due based upon an Event of Non-appropriation and relinquishes the Equipment (and title to the Equipment) as provided elsewhere in this Agreement, then Borrower will have no further liability under this Agreement and any prior payments made by Borrower to Lender shall be deemed to have been lease payments.

**ARTICLE 3
SECURITY**

In order to secure the payment of the Loan and the Obligations of Borrower to Lender and Borrower's performance of all of the terms and conditions of this Agreement. Borrower shall execute and deliver to Lender the Security Agreement, pursuant to which Borrower shall grant to Lender security interests in such property and assets as Lender may require. Lender's security interests in the Collateral shall be continuing

liens and shall include the proceeds and products of the Collateral, including without the limitation the proceeds of any insurance.

**ARTICLE 4
CONDITIONS OF LENDING**

4.1 Conditions Precedent to Disbursement Under the Loan. As conditions precedent to the disbursement under the Loan, Lender shall have received from Borrower, on or before the day of any such disbursement, all of the following, each dated (unless otherwise indicated) such day, in form and substance satisfactory to Lender:

(a) This Agreement and the other Loan Documents, each properly executed on behalf of Borrower (or by Borrower's counsel with regard to the Legal Opinion);

(b) Payment of all reasonable costs and expenses incurred by Lender in preparing the Loan Documents, securing the Obligations and making the Loan; and

(c) Such other documents, instruments or agreements for Borrower as may be reasonably requested by Lender, including copies of the purchase agreement documents between Borrower and Vendor for the Equipment.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants to Lender as follows:

5.1 Existence. Borrower is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code and shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

5.2 Authorization. Borrower is authorized under the constitution and laws of the State of to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations under the Loan Documents. Borrower has been fully authorized to execute and deliver this Agreement and all other Loan Documents by proper action and approval of its governing body (if necessary) at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

5.3 Enforceability. This Agreement and all other Loan Documents, when executed and delivered by Borrower, constitute the legal, valid and binding obligation of Borrower, enforceable in accordance with their terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally. Borrower has complied with all public bidding requirements as may be applicable to this Agreement and the Loan Documents and the acquisition of the Equipment.

5.4 Funding. Borrower has, in accordance with all requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the payments scheduled to come due under the terms of the Note and to meet its other obligations for the current fiscal year], and such funds have not been expended for other purposes.

5.5 Use of Equipment. The use of the Equipment is essential to Borrower's proper, efficient and economic functioning or to the services that Borrower provides to its citizens. Borrower has an immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future. Borrower shall utilize the Equipment only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

5.6 No Conflict as to Law or Agreements with Respect to Borrower. The execution, delivery and performance by Borrower of this Agreement and the other Loan Documents and the borrowings from time to time hereunder do not and will not (i) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Borrower is a party or by which it or its properties may be bound or affected, or (ii) except for Liens created for the benefit of Lender, result in, or require, the creation or imposition of any Lien upon or with respect to any of the Equipment now owned or hereafter acquired by Borrower.

5.7 Information. All information heretofore or contemporaneously herewith furnished in writing by Borrower or any other Person to Lender for purposes of or in connection with this Agreement and the transactions contemplated hereby is, and all written information hereafter furnished by or on behalf of Borrower or any other Person to Lender pursuant hereto or in connection herewith will be, true and accurate in every material respect on the date as of which such

information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading in light of the circumstances under which made.

ARTICLE 6 COVENANTS

Borrower covenants and agrees that, until the outstanding balance of the Loan is paid in full:

6.1 Payments. All payments required under the terms of the Loan Documents have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Borrower will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Borrower to discharge all of its obligations hereunder, and Borrower has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder.

6.2 Use of Equipment. Borrower has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; specifically Borrower will not give priority or parity in the appropriation of funds for the acquisition or use of any additional equipment or property for purposes or functions similar to those of the Equipment.

6.3 Ongoing Requirements. There are no circumstances presently affecting the Borrower that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder.

6.4 Right to Terminate. Borrower's right to terminate this Agreement as specified in Sections 2.5 and 2.6 above was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Borrower is located.

6.5 Use and Licenses. Borrower shall pay and discharge all operating expenses and shall cause the Equipment to be operated by competent persons only. Borrower shall use the Equipment only for its proper purposes and will not install, use, operate or maintain the Equipment improperly, carelessly, or in violation of any

applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Equipment or the use contemplated by its manufacturer. Borrower shall keep the Equipment at the location stated in the Security Agreement until Lender, in writing, permits its removal, and the Equipment shall be used solely in the conduct of the Borrower's operations. Borrower shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Equipment.

6.6 Maintenance. Lender shall not be obligated to make any repairs or replacements on or to the Equipment. At its own expense, Borrower shall arrange for the service, repair and maintenance of the Equipment in as good condition, repair, appearance and working order as when delivered to Borrower, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Equipment and subject to this Agreement. Lender may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Equipment, and all sums so expended shall be due from Borrower in addition to all other payments required under the Loan Documents.

6.7 Alterations.

(a) Borrower may, at its own expense, install or place in or on, or attach or affix to, the Equipment such equipment or accessories as may be necessary or convenient to use the Equipment for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Equipment.

(b) Without the written consent of Lender, Borrower shall not make any other alterations, modifications or improvements to the Equipment except as required or permitted hereunder. Any other alterations, modifications or improvements to the Equipment shall immediately become part of the Equipment, subject to the provisions hereof. Without the prior written consent of Lender, Borrower shall not affix or attach any of the Equipment to any real property. The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

6.8 Liens. Borrower shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of Lender under the terms of the Security Agreement.

6.9 Insurance; Damage to or Destruction of Equipment. Borrower shall, during the term of the Agreement and at its own cost and expense, provide, maintain, and pay for casualty insurance against the loss, theft, or damage to the Equipment for the full replacement value. Borrower shall name Lender as an additional insured under such insurance coverage and shall require the insurance company to provide thirty (30) days' written notice to Lender before cancellation of any insurance coverage required hereunder. Borrower shall bear the entire risk of loss, damage, theft or destruction of the Equipment from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Borrower from the obligation to pay the full amount of the Loan or from any other obligation under this Agreement or the other Loan Documents. In the event of damage to any item of the Equipment, Borrower will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lender determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Borrower, at the option of Lender, will either (a) replace the same with like property in good repair or (b) on the next payment date, pay Lender all amounts then owed by Borrower to Lender under this Agreement, including the payment due on such date.

* * * * *

In addition to the covenants set forth in Section 6.1 to 6.9 above, Borrower covenants and agrees that, until the outstanding balance of the Loan is paid in full, unless specifically waived in writing by Lender, Borrower shall:

6.10 Notices. Deliver to Lender as promptly as practicable (but in any event not later than ten (10) calendar days after Borrower obtains knowledge of the occurrence of any event which constitutes a Default or an Event of Default, together with a detailed statement by an officer of Borrower of the steps being taken by Borrower to cure the situation.

6.11 Pay Indebtedness To Lender And Perform Other Covenants. (a) Make full and timely payment of the outstanding principal of and interest on the Loan and all other indebtedness of Borrower to Lender, whether now

existing or hereafter arising and whether direct, indirect, contingent, liquidated or unliquidated, and (b) duly comply with all the terms and covenants contained in each of the Loan Documents, all at the times and places and in the manner set forth therein.

6.12 Compliance With Laws. Comply with the requirements of all applicable laws and regulations necessary or proper in the opinion of Lender, to carry out the provisions and purposes of this Agreement.

6.13 Further Assurances. Borrower shall furnish such information and execute such other documents or undertake any other acts as may be reasonably requested by Lender from time to time.

ARTICLE 7 EXEMPT OBLIGATION.

7.1 Tax Certification; Indemnification and Arbitrage Exemptions. In the event the parties shall deem this transaction as an exempt obligation, the Borrower shall execute a rider to this Agreement setting forth the tax exempt status of this transaction.

ARTICLE 8 DEFAULT AND ENFORCEMENT

8.1 Default. Each of the following events shall constitute an Event of Default hereunder (an "Event of Default"), irrespective of whether such Event of Default shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) If default shall be made in the due and punctual payment of any principal or interest under any Note or any other fee or monetary obligation under any Loan Document when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) If default shall be made in the performance or observance of, or shall occur under, any covenant, agreement, or provisions contained in this Agreement and not described in Section 8.1(a) above, or in any other Loan Document, and such failure continues for thirty (30) days after the earlier of the date on which (i) a responsible officer of Borrower becomes aware of such failure or (ii) notice thereof shall have been given to the Borrower by the Lender;

(c) If any representation or warranty or any other statement of fact herein or in any writing, certificate, report or statement at any time furnished to Lender pursuant to or in connection with this Agreement, or otherwise, shall be false in any material respect or misleading in any material respect;

(d) If Borrower shall admit in writing its inability to pay its debts generally as they become due; file a petition in bankruptcy or petition to take advantage of any insolvency act; make an assignment for the benefit of its creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property; file a petition or answer seeking reorganization or arrangement or similar relief under the Federal bankruptcy laws or any other applicable law or statute of the United States or any state;

(e) If Borrower shall be adjudged bankrupt; or a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, trustee, liquidator or conservator of Borrower or of the whole or any substantial part of its properties, or approve a petition filed against Borrower seeking reorganization or similar relief under the Federal bankruptcy laws or any other applicable law or statute of the United States or any State; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Borrower or of the whole or any substantial part of its properties; or if there is commenced against Borrower any petition in bankruptcy or petition to take advantage of any insolvency act and such proceeding or petition remains undismissed for a period of thirty (30) days; or if Borrower by any act indicated its consent to, approval of or acquiescence in any such proceeding or petition; or

(f) If this Agreement or any security or any other Loan Document delivered in connection with this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void, or the validity or enforceability of any thereof shall be contested by Borrower or any other obligor thereunder, or the transaction completed or contemplated hereunder shall be contested by Borrower, or if Borrower shall deny that it has any or further liability or obligation hereunder.

Then, and in any such event, and at any time thereafter, if such or any other Event of Default shall then be continuing, Lender may, at its option, declare any Note then outstanding and any other indebtedness owed by

Borrower to Lender to be due and payable, whereupon the maturity of the then unpaid balance of the Note shall be accelerated and the same, and all interest accrued thereon, as well as all other liabilities and indebtedness of Borrower to Lender whether now existing or hereafter arising and whether direct, indirect, contingent, liquidated or unliquidated, shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all of which is hereby expressly waived, anything contained herein or in any Note or other Loan Documents to the contrary notwithstanding. In case any one or more Events of Default shall occur and be continuing, Lender may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein or in the other Loan Documents, or to enforce the payment of the Note or any other legal or equitable right or remedy.

ARTICLE 9 MISCELLANEOUS

9.1 Limitation on Warranties. Borrower has selected or shall have selected both the Equipment and the vendor from whom Borrower is to purchase the Equipment (the "Vendor"). Borrower acknowledges and agrees that the Equipment is of a size, design and capacity selected by Borrower, that Lender is not a manufacturer, vendor or distributor of such Equipment, and that Lender has not made, and does not hereby make, any representation, warranty or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of Borrower, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto. Lender shall not be obligated or liable for actual, incidental, consequential or other damages of or to Borrower or any other person or entity arising out of or in connection with the Equipment, including but not limited to the use, performance or maintenance of the Equipment. Borrower may have rights under the contract evidencing the purchase of the Equipment, and Borrower is advised to contact the Vendor for a description of any such rights. Lender hereby assigns to Borrower all warranties running from Vendor to Lender (if any), and Lender hereby irrevocably appoints Borrower, its agent and attorney-in-fact during the term of the Note to assert from time to time whatever

claims and rights (including without limitation warranties) related to the Equipment that Lender may have against the Vendor. By entering into this Agreement, Borrower acknowledges and agrees that Borrower's sole remedy for the breach of any warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments hereunder. Borrower expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

9.2 Power of Attorney. Borrower does hereby make, constitute, and irrevocably appoint Lender, its successors and assigns, Borrower's true and lawful attorney-in-fact coupled with an interest, in Borrower's name, place, and stead, or otherwise, to do and perform all and every act and thing whatsoever which may be necessary or proper to receive and enforce performance under this Agreement and the other Loan Documents, and to carry out and to give effect to this assignment and the powers herein granted, as fully and to all intents and purposes as Borrower might or could do in the premises, including, but not limited to:

- (a) To do all acts and to execute, acknowledge, obtain, and deliver any and all instruments, documents, items, or things necessary, proper, or required as a term, condition or provision of this Agreement and the other Loan Documents;
- (b) To give any notices, instructions, or other communications in connection with this Agreement and the other Loan Documents;
- (c) To demand and receive all performance due under or with respect to this Agreement and the other Loan Documents and to take all lawful action for the enforcement thereof and to compromise and settle any claim or cause of action of Borrower arising from or related to this Agreement and the other Loan Documents and give acquittances and other sufficient discharges relating thereto; and
- (d) To file any claim or proceeding or to take any other action, either in its own name or in that of its nominee, or in the name of Borrower, or otherwise, to enforce the performance due under or related to this Agreement and the other Loan Documents or protect

and preserve the right, title, and interest of Lender hereunder.

This power of attorney is given in fulfillment of a condition precedent to disbursement of funds under this Agreement, and is for the benefit and protection of Lender, its successors and assigns. This power of attorney shall not impose upon Lender the obligation that it is for the benefit and protection of any other persons. The power of attorney given herein, subject to the occurrence of an Event of Default, is a power coupled with an interest and shall be irrevocable until all of the Obligations are satisfied in full. Lender shall have no obligation to exercise any of the foregoing rights and powers in any event.

9.3 Non-Waiver. Waiver of or acquiescence by Lender in any default by Borrower, or failure of Lender to insist upon strict performance by Borrower of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

9.4 Modifications. No modification of any provision of this Agreement, no approvals required from Lender and no consent by Lender to any departure therefrom by Borrower shall be effective unless such modification, approval or consent shall be in writing and signed by a duly authorized officer of Lender, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

9.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.6 Notices. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by commercial overnight courier (with written verification of receipt) or (c) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall

be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

All such notices and communications shall be effective (a) if personally delivered, when delivered, (b) if sent by certified mail, three days after having been deposited in the mail, postage prepaid, or (c) if sent by overnight courier, one Business Day after having been given to such courier.

9.7 Rights and Remedies Cumulative. The rights and remedies of Lender under this Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under this Agreement or any other instrument, or at law or in equity. No course of dealing between Lender and Borrower or any failure or delay on the part of Lender in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Lender and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

9.8 Costs of Enforcement. In the event that Lender shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement or any other Loan Document, including the representation of Lender in connection with any bankruptcy, reorganization, receivership or any other action affecting creditor's rights, and regardless of whether a suit or action is commenced, Borrower shall pay all of the costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees, and Lender may take judgment for all such amounts.

9.9 Fees and Expenses. Borrower shall pay all out-of-pocket costs and expenses incurred by Lender (including attorney's fees and all recording and filing fees) in connection with the preparation of this Agreement and the other Loan Documents. Borrower shall also pay all like costs and expenses incurred by Lender (including reasonable attorney fees, recording and filing fees) in connection with the preparation of any amendments, waivers, renewals or modifications of or made pursuant to this Agreement or any other Loan Document.

9.10 Assignment. Borrower may not sell, assign or transfer any interest in this Agreement, or any portion thereof, including, without limitation, Borrower's rights, title, interests, remedies, powers and duties hereunder or thereunder.

9.11 Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

9.12 Reinstatement of Obligations. If at any time any payments on any Note or any other indebtedness or liabilities owed to Lender theretofore made by Borrower or any other Person must be disgorged by Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Borrower or other Person), this Agreement and each other Loan Documents shall be reinstated as to all disgorged payments as though such payment had not been made, and Borrower shall sign and deliver to Lender all documents and things necessary to reperfect all terminated mortgages, liens, pledges and security interests.

9.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic transmission or facsimile of this Agreement shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

9.14 Indemnification. BORROWER AGREES TO INDEMNIFY, DEFEND AND HOLD LENDER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, DEFICIENCY AND EXPENSE (INCLUDING INTEREST, PENALTIES, ATTORNEYS' FEES AND AMOUNTS PAID IN SETTLEMENT) TO WHICH THE INDEMNIFIED PARTIES MAY BECOME SUBJECT ARISING OUT OF OR BASED UPON A BREACH OR EVENT OF DEFAULT BY BORROWER HEREUNDER, OR ARISING OUT OF LENDER'S AGREEMENT TO EXTEND CREDIT TO BORROWER.

9.15 Governing Law and Consent to Forum. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN DOUGLAS COUNTY, NEBRASKA OR FEDERAL COURT IN THE DISTRICT OF NEBRASKA. BORROWER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. BORROWER FURTHER AGREES NOT TO ASSERT AGAINST LENDER (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY LENDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS AGREEMENT, LENDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

9.16 Waiver of Jury Trial. BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OBLIGATIONS OF BORROWER HEREUNDER OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

9.17 Credit Agreement in Writing. A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

EXHIBIT "B"

Promissory Note

U.S. \$

August _____, 2018

For value received, _____ (the "Borrower"), hereby unconditionally promises to pay to the order of Nationwide Capital, LLC, a Delaware limited liability company (the "Lender"), in lawful money of the United States of America, the principal sum of \$_____, together with interest from and after the date hereof on the unpaid principal balance outstanding at the rate set forth herein.

This Promissory Note (this "Note") is the Note referred to in, and is issued subject to the terms and conditions of, that certain Loan Agreement between Borrower and Lender dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"). All of the terms, covenants and conditions of the Loan Agreement are hereby made a part of this Note and are deemed incorporated herein in full. All capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement.

Interest applicable to the principal amount of this Loan evidenced by this Note shall be an amount equal to _____ (%). The principal sum, together with interest thereon, shall be paid to Lender at the remittance account set forth below in _____ **installments** with the first such installment due and payable upon Contract Execution of that certain Sales Order Agreement with Election Systems & Software, LLC of even date herewith ("Contract Execution") in accordance with the following payment schedule. Interest hereunder shall be computed on the basis of actual days elapsed over the period of a 360-day year. For the sake of clarity, payments will be as follows:

\$_____ Due Upon Contract Execution on the Front Side Sales Order Agreement.

\$_____ Due on the One (1) Year Anniversary of Contract Execution on the Front Side Sales Order Agreement.

\$_____ Due on the Two (2) Year Anniversary of Contract Execution on the Front Side Sales Order Agreement.

\$_____ Due on the Three (3) Year Anniversary of Contract Execution on the Front Side Sales Order Agreement.

\$_____ Due on the Four (4) Year Anniversary of Contract Execution on the Front Side Sales Order Agreement.

\$_____ Due on the Five (5) Year Anniversary of Contract Execution on the Front Side Sales Order Agreement.

Lender shall transmit courtesy invoices to Borrower at its address set forth below prior to the due dates for installment payments hereunder. In no event shall Lender's failure or delay in transmitting such courtesy invoices excuse Borrower's obligations to make timely installment payments in accordance with this Note. Absent an Event of Default, the principal amount plus accrued interest of this Note shall be due and payable on the date which is forty eight (48) months after the date hereof (the "Maturity Date"). Upon the occurrence and during the continuation of an Event of Default, the outstanding principal balance of this Note shall accrue interest at a rate per annum equal to __ percent (__%) until this Note is paid in full. Upon the occurrence and during the continuation of an Event of Default, Lender shall be entitled, at its option, to declare the then outstanding principal balance and accrued interest thereon to be, and the same shall thereupon become, immediately due and payable in the manner and with the effect provided in the Loan Agreement.

Borrower may prepay any principal or interest under this Note; provided, however, such prepayments will be applied to the indebtedness evidenced by this Note so as to reduce the final payment and in no event shall such prepayment eliminate or reduce subsequently scheduled annual payments.

Time is of the essence of this Note. To the fullest extent permitted by applicable law, Borrower, for itself and its successors and assigns, expressly waives presentment, demand, protest, notice of dishonor, and any and all other notices, demands and consents in connection with the delivery, acceptance, performance, default or enforcement of this Note, and hereby consents to any extensions of time, renewals, waivers and any other modifications that may be granted or consented to by Lender from time to time in respect of the time of payment or any other provision of this Note.

This Note is secured by the Collateral as described in the Security Agreement.

This Note shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Nebraska without regard to conflict of laws principles. Borrower agrees to pay all reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the making and enforcement of this Note.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered by its duly authorized representative as of the date first above written.

BORROWER:

_____,
a _____

By: _____
Its: _____

All payments shall be made by Borrow to Lender via wire transfer as follows:

Wire payments shall be remitted to:
Nationwide Capital, LLC

Remittance Advice: statements @essvote.com

All invoices shall be sent by Lender to Borrower at the following Address:

County, State
Attn:
Address
Email Address:

OR

All payments shall be made by Borrow to Lender via ACH transfer as follows:

ACH payments shall be remitted to:
Nationwide Capital, LLC

Remittance Advice: statements @essvote.com

All invoices shall be sent by Lender to Borrower at the following Address:

County, State
Attn:
Address
Email Address:

EXHIBIT "C"

Security Agreement

THIS SECURITY AGREEMENT (this "Agreement") is entered into as of _____, 2018, by the _____ (hereinafter "Borrower"), to and in favor of Nationwide Capital, LLC, a Delaware limited liability company (hereinafter "Lender").

RECITALS:

WHEREAS, Lender has committed to making a loan (the "Loan") to Borrower pursuant to the terms and conditions contained in the Loan Agreement, dated concurrently herewith, by and between Borrower and Lender (as may be amended, restated or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, to induce Lender to make the Loan under the terms of the Loan Agreement, Borrower has agreed to grant Lender a security interest in certain of Borrower's property as herein provided.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interest. Borrower hereby transfers, assigns and grants to Lender a continuing and irrevocable security interest and general lien in and to all of the following property and rights of Borrower, wherever located and whether now owned or hereafter acquired (collectively referred to herein as the "Collateral"):

(a) The equipment described on Schedule "C1" attached hereto (the "Equipment"), along with each of the following related to the Equipment: Accounts, Chattel Paper (including Tangible Chattel Paper, Electronic Chattel Paper or any hybrid thereof), Commercial Tort Claims, Contracts, Contract Rights, Deposit Accounts, Documents, Fixtures, General Intangibles, Goods, Instruments, Intellectual Property, Inventory, Investment Property (including all Securities, Securities Entitlements and Securities Accounts), Letter-of-Credit Rights, Payment Intangibles, Rights of Seller in Goods and Rights to Returned or Repossessed Goods, Software and all Supporting Obligations; and

(b) All Proceeds from the Equipment, including Proceeds and products of all of the foregoing and all additions and accessions to, replacements and substitutions of, insurance policies and payments, condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash Proceeds and accessions arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

Capitalized terms used in this Agreement and not otherwise defined herein or in the Loan Agreement are used herein as defined in the Nebraska Uniform Commercial Code (as amended from time to time, the "UCC").

2. Proceeds. The security interest granted to Lender in any Proceeds or other property arising out of the disposition of the Collateral and anything contained herein or in any financing statement shall not be deemed permission or assent by Lender to any sale or disposition of the Collateral except to the extent expressly provided herein.

3. Secured Obligations. The security interest granted to Lender is to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of (a) the Obligations (as defined in the Loan Agreement), (b) any other indebtedness of Borrower, whether evidenced by instruments executed by Borrower, payable and owing to Lender as provided by the terms of any such instrument, (c) all advances made by Lender to discharge taxes or levies on, or made for repairs to,

maintenance of, or insurance on, the Collateral, (d) all money or other credit heretofore or hereafter advanced by Lender to or for the account of Borrower, (e) all other present or future, direct or contingent, liabilities of Borrower to Lender of any nature whatsoever and howsoever evidenced, created, incurred or acquired, and (f) all costs and expenses (including court costs and attorney's fees) incurred by Lender in the collection of the foregoing, including representation in any bankruptcy proceedings (all of the above being referred to, collectively, as the "Secured Obligations").

It is the true, clear, and express intention of Borrower that the continuing grant of this security interest remain as security for payment and performance of the Secured Obligations, whether now existing, or which may hereinafter be incurred, or whether or not contemplated by the parties at the time of the granting of this security interest. The notice of the continuing grant of this security interest, therefore, shall not be required to be stated on the face of any document representing any Secured Obligations, nor otherwise identify it as being, secured hereby.

4. Specific Collateral. To further the attachment, perfection and first priority of, and the ability of Lender to enforce Lender's security interest in the Collateral, and without limitation on Borrower's other obligations in this Agreement, Borrower agrees, in each case at Borrower's expense, to take any actions deemed reasonably necessary by Lender to perfect a security interest with respect to the Collateral.

5. Borrower's Name, Place of Business and Location of Collateral. Borrower represents, covenants and warrants for the benefit of Lender that Borrower is a political subdivision in the **State of** with statutory authority to enter into this Agreement, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate until such time as the Secured Obligations have been satisfied in full and its exact legal name is as set forth in the introductory paragraph of this Agreement. Borrower shall maintain the Collateral in the **State of** , and within the **City of** , **County of** until such time as the Secured Obligations have been satisfied in full. As of the date of this Agreement, Borrower intends to store the Collateral at the address(es) set forth on Schedule "C2" attached hereto.

6. Collateral Use. The Collateral shall be kept in good order and repair and Borrower will not permit waste or do anything to impair the value of the Collateral or any part thereof or use or permit others to use the Collateral in violation of any insurance policy covering the Collateral or any statute, ordinance or state or federal regulation. Borrower shall give Lender immediate written notice of any damage, destruction, theft, loss or the occurrence of any event which impairs the value of the Collateral.

7. Taxes and Assessments. Borrower will pay promptly when due all taxes, assessments and other charges levied or assessed upon the Collateral or for its use or operation or upon this Agreement or upon any or other documents evidencing the Secured Obligations or other obligations of Borrower secured hereby.

8. Collateral Disposition. Until there is an Event of Default hereunder or receipt of contrary instructions from Lender, Borrower may have possession of the Collateral so long as such possession or use is in a lawful manner not inconsistent with this Agreement or with any policy of insurance thereon. Borrower may not sell, assign, sublease or otherwise transfer title to the Collateral unless or until the Secured Obligations are paid in full.

9. Inspection. Lender or its nominee shall have the privilege at any time, upon request, of inspecting during reasonable business hours any of the business properties or premises of Borrower and the books and records of Borrower relating not only to the Collateral, but also those relating to its general business affairs and financial condition of Borrower. Borrower further agrees from time to time to furnish such other reports, data and financial statements, in respect of its business and financial condition, as Lender may reasonably require.

10. Adverse Security Interests and Liens. Except for the security interest herein granted to Lender, Borrower is, or, to the extent that the Collateral will be acquired after the date hereof, will be, the owner of the Collateral free from any and all liens, security interests or encumbrances. Borrower shall not transfer or assign

any interest in this Agreement or the Collateral; and Borrower, at Borrower's expense, will defend the Collateral against all claims and demands of all other persons at any time claiming the same or an interest therein. There is no financing statement now on file in any public office covering the Collateral, or intended so to be, or in which Borrower is named or signed as debtor, and Borrower will not execute and there will not be on file in any public office any financing statement or statements covering the Collateral except for the financing statements to be filed for the security interest herein granted to Lender.

11. Insurance. Borrower shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Borrower will provide Lender with such loss payable or other endorsements as Lender may require. If Borrower at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral. Borrower hereby assigns to Lender, its successors and assigns, the proceeds of all such insurance to the extent of the unpaid balance of the Secured Obligations secured hereby; and appoints Lender as its attorney-in-fact to file claims under any such insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. Lender or its successors or assigns may cancel such insurance at any time and shall receive the return premium, if any, therefor, and may apply such return premium to the purchase of similar insurance or to the balance due on the Secured Obligations secured hereby at its election. The insurance provisions herein contained are in addition to and not in limitation of any other insurance requirements contained in other agreements of Borrower to Lender.

12. Financing Statement and Others Acts. Borrower irrevocably authorizes Lender at any time and from time to time to file financing or continuation statements and/or amendments thereto and Borrower shall execute and deliver such other instruments and documents as may be requested by Lender to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements or other instruments or documents. If any applicable law requires the registration of the Collateral or the issuance of a certificate of title therefor or both, Borrower agrees to promptly comply with such law(s) and shall cause notice of the security interest of Lender to be shown on any such certificate of title and will join in executing such application for the title forms as Lender shall require.

Upon request of Lender, Borrower will promptly do all other acts and things, and will execute and file all other instruments deemed necessary by Lender under applicable law to establish, maintain and continue Lender's perfected first priority security interest in the Collateral and to effectuate the intent of this Agreement and will pay all costs and expenses of filing and recording or promptly reimburse Lender if such costs and expenses are incurred by Lender, including the costs of any searches deemed necessary by Lender to establish, determine or maintain the validity and the priority of the security interest of Lender, and pay or otherwise satisfy all other claims and charges which in the opinion of Lender might prejudice, imperil or otherwise affect the Collateral or Lender's security interest therein.

13. Undertakings by Lender. Lender may from time to time, at its sole option, and without notice to Borrower, perform any undertaking of Borrower hereunder which Borrower shall fail to perform and take any other action which Lender deems necessary for the maintenance or preservation of any of the Collateral or the interest of Lender therein (including, without limitation, the discharge of taxes or liens of any kind against the Collateral or the procurement of insurance) and Borrower agrees to forthwith reimburse Lender, on demand, for all expenses

of Lender in connection with the foregoing, together with interest thereon at a per annum rate equal to the highest rate of interest applicable to any of the Secured Obligations secured hereby, until reimbursed by Borrower and all amounts not so reimbursed shall be added to and become a part of the Secured Obligations secured hereby. Lender may, for the foregoing purposes, act in its own name or that of Borrower and may also act for the purpose of adjusting or settling any policy of insurance on the Collateral, or endorsing any draft received in connection therewith. For all of the foregoing purposes, Borrower hereby grants to any officer or employee of Lender its power of attorney coupled with an interest, irrevocable so long as any of the Secured Obligations secured hereby shall be outstanding.

14. Identification of Collateral. Upon request of Lender, Borrower will stamp on its records concerning the Collateral, a notation, in form satisfactory to Lender, of the security interest of Lender hereunder, and when requested by Lender, Borrower shall further affix to the Collateral such signs or labels as shall be satisfactory to Lender to indicate the security interest of Lender in the Collateral.

15. Default. Borrower shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions (each of which is an "Event of Default"):

(a) An Event of Default, as defined and described in any of the Loan Documents (as defined in the Loan Agreement), shall have occurred; or

(b) Breach or failure to perform by Borrower of any covenant, promise, condition, obligation or liability contained or referred to herein, or in any of the Loan Documents, in the Secured Obligations secured hereby or in any other agreement to which Borrower and Lender are parties.

16. Remedies. Upon the occurrence of an Event of Default under this Agreement, Lender may at its option, without notice or demand, declare the Secured Obligations secured hereby immediately due and payable and Lender, upon the occurrence of any such default, may exercise any and all of the rights and remedies of a secured party under the UCC. Lender may take immediate possession of the Collateral or any part thereof wherever the same may be found, and for said purposes may, and is hereby appointed Borrower's agent and authorized by Borrower to, enter Borrower's premises for the purpose of removing, assembling or taking possession of the Collateral without liability for trespass or any other right of action by reason of taking possession of said Collateral. Whenever the Collateral is in Lender's possession, Lender may use and operate same as appropriate for the purpose of protecting Lender's interest with respect thereto. In addition, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, Lender shall have the right at its option to do such rebuilding, repairing, preparation, processing or completion of manufacturing on or off Borrower's premises, for the purpose of putting the Collateral in such saleable form as Lender shall deem appropriate. Lender may require Borrower, at Borrower's expense, to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Borrower agrees to pay all costs of Lender in the collection of the Secured Obligations and enforcement of Lender's rights hereunder, including reasonable attorney's fees and legal expenses, and of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. Any notice of any sale, lease, or other disposition, or other intended action by Lender shall be deemed reasonable if it is in writing and deposited in the United States mail at least ten (10) days in advance of the intended disposition or other intended action or, with respect to a private sale, at least ten (10) days in advance of the date after which a private sale or sales shall occur, first class postage prepaid, addressed to Borrower at the address set forth in Section 20(e) hereof or to any other address of Borrower appearing on the records of Lender. At any sale, Lender may specifically disclaim any warranties including of title or the like. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance or lack thereof will not be considered adversely to affect the commercial reasonableness of any sale or disposition of the Collateral. Borrower waives all rights to require any marshalling of assets.

Lender shall also have the right to apply for and have a receiver appointed by a court of competent jurisdiction to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral, continue the operation of the business of Borrower, and to collect all revenues and profits thereof and apply the

same to the payment of (i) all expenses and other charges of such receivership, including the compensation of the receiver, and (ii) the Secured Obligations until a sale or other disposition of such Collateral shall be finally made and consummated.

Lender may notify any and all parties obligated on any Collateral that the Collateral has been assigned to Lender and that all payments thereon are to be made directly to Lender. Lender may settle, compromise or release, on terms acceptable to Lender, in whole or in part, any amounts owing on such Collateral; sue to enforce payments and prosecute any action or proceeding with respect to the Collateral in its own name or the name of Borrower; and extend the time of payment, make allowance and adjustments, and issue credits in its own name or the name of Borrower.

The proceeds of any sale shall be applied in the following order: first, to pay all costs and expenses of every kind for care, safekeeping, collection, sale, delivery or otherwise (including expenses incurred in the protection of Lender's title to or lien upon or right in any property, expenses for legal services of any kind in connection therewith or in making any such sale or sales, insurance, commission for sale and guaranty), then to interest on the Secured Obligations or indebtedness of Borrower to Lender; then to the principal thereof, whether or not such Secured Obligations or indebtedness are due or accrued. Any remaining surplus shall be paid to whomever shall be legally entitled thereto. Application of proceeds as between particular Secured Obligations or indebtedness to Lender shall be in the absolute and sole discretion of Lender. If the proceeds of any such sales are insufficient to pay the Secured Obligations, Borrower shall remain liable for the deficiency.

17. Waivers by Borrower. Borrower hereby waives notice of Lender's acceptance hereof and notice of the creation, existence and payment or nonpayment of the Secured Obligations. No act or thing, including, without limitation, the following acts or things (which Lender is authorized to do or not to do with or without notice to Borrower) shall in any way affect or impair the Lender's security interest in the Collateral or Borrower's liabilities and obligations hereunder: (a) any extension or renewal (whether or not for longer than the original period) of any or all of the Secured Obligations; (b) any change in the terms of payment or other terms of any or all of the Secured Obligations or any collateral therefor, or any substitution or exchange of any evidence of any or all of the Secured Obligations or collateral therefor, or any release of any collateral for any or all of the Secured Obligations; (c) any waiver or forbearance granted to any other person liable with respect to any or all of the Secured Obligations or any release of, compromise with, or failure to assert rights against any such other person; (d) the procurement or failure to procure any other collateral for or guarantors or sureties of any or all of the Secured Obligations; (e) the transfer to any person, at any time, of any interest in any of the Secured Obligations or any collateral therefor; (f) the failure or neglect to protect or preserve any Secured Obligation or any collateral therefor, or to exercise any right which may be available to Lender by law or agreement prior to or after an Event of Default or a default under any other agreement, or any delay in doing any of the foregoing; and (g) the application or failure to apply in any particular manner any payments or credits upon the Secured Obligations.

18. Other Collateral. Whether or not Borrower requests or demands that Lender do so, Lender shall not be required before exercising and enforcing its rights under this Agreement first to resort for payment of the Secured Obligations to any guarantor or surety or other person obligated with respect to any Secured Obligation, or to their properties or estates, or to any security interest or other collateral securing payment of any or all of the Secured Obligations or to any other interests, properties, liens, rights or remedies whatsoever. Borrower agrees to defer exercising, and hereby waives, any and all rights which Borrower might otherwise have to obtain reimbursement or payment from other persons obligated with respect to any or all of the Secured Obligations or out of the property of such other persons (whether such rights to obtain reimbursement or payment are rights of recourse, rights of subrogation, rights of contribution, or otherwise) until all the Secured Obligations shall have been fully paid to Lender.

19. Lender's Duties. The powers conferred on Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Unless otherwise required by law, Borrower has the risk of loss of the Collateral, and Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral.

20. Miscellaneous. Borrower and Lender further agree as follows:

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to conflict of laws principles, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Nebraska.

(b) Non-Waiver. Waiver of or acquiescence by Lender in any default by Borrower, or failure of Lender to insist upon strict performance by Borrower of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

(c) Modifications. No modification of any provision of this Agreement, no approvals required from Lender and no consent by Lender to any departure therefrom by Borrower shall be effective unless such modification, approval or consent shall be in writing and signed by a duly authorized officer of Lender, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

(d) Severability; Additional or Contrary Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In the event that there are any contrary provisions within this Agreement as compared to any other terms set forth in the other Loan Documents, the term(s) most beneficial to the Lender shall apply. Additionally, Borrower hereby reaffirms all representations, warranties and covenants set forth in the other Loan Documents for the benefit of Lender under the terms of this Agreement, and all such representations, warranties and covenants are hereby incorporated by reference.

(e) Notices. Except as otherwise provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement shall be deemed given when (i) delivered personally; (ii) three (3) days after being sent by certified or registered mail; or (iii) one (1) day after being sent by nationally recognized overnight courier. Rejection or other refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to constitute receipt of the communication sent. Names and addresses for notices unless and until written notice of other names, addresses and facsimile numbers are provided by either or both parties are as follows:

If to Lender:

NATIONWIDE CAPITAL, LLC
11128 John Galt Boulevard - Suite 200
Omaha, NE 68137
Fax No.: (402) 970-1291

If to Borrower:

Fax No.:

(f) Rights and Remedies Cumulative. The rights and remedies of Lender under this Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the Loan Documents or any other instrument, or at law or in equity. No course of dealing between Lender and Borrower or any failure or delay on the part of Lender in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Lender and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(g) Costs of Enforcement. In the event that Lender shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement or any instrument or

document delivered pursuant to this Agreement, including the representation of Lender in connection with any bankruptcy, reorganization, receivership or any other action affecting creditor's rights, and regardless of whether a suit or action is commenced, Borrower shall pay all of the costs and expenses of such collection, enforcement or protection, including attorney fees, and Lender may take judgment for all such amounts.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and its successors and assigns and Borrower and its heirs, successors and permitted assigns.

(i) Assignment; Sale of Interest. Borrower hereby consents to Lender's participation, sale, assignment, transfer or other disposition, at any time or times hereafter, of this Agreement, or of any portion hereof or thereof, including, without limitation, Lender's rights, title, interests, remedies, powers and duties hereunder.

(j) Fees and Expenses. Borrower shall pay all out of pocket costs and expenses, including attorney fees, incurred by Lender in connection with the preparation of this Agreement and any document or instrument delivered pursuant to or in connection with this Agreement and all related documentation, recording or filing fees. Borrower shall also pay all like costs and expenses incurred by Lender in connection with any amendments, waivers, renewals or modifications of or made pursuant to this Agreement or any document or instrument delivered pursuant to or in connection with this Agreement and all other related documentation.

(k) Reinstatement of Obligations. Borrower expressly agrees that to the extent a payment or payments to Lender, or any part thereof, are subsequently invalidated, declared to be void or voidable, set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied and any collateral given therefore including this Agreement shall be revived and continued in full force and effect as if said payment had not been made.

(l) Financing Statement. At the option of Lender, this Agreement, or a carbon, photographic or other reproduction of this Agreement or of any UCC financing statement covering the Collateral or any portion thereof, shall be sufficient as a UCC financing statement and may be filed as such.

(m) Consent to Forum. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN DOUGLAS COUNTY, NEBRASKA OR FEDERAL COURT IN THE DISTRICT OF NEBRASKA AND CONSENTS THAT IT MAY BE SERVED WITH ANY PROCESS OR PAPER BY REGISTERED MAIL OR BY PERSONAL SERVICE WITHIN OR OUTSIDE THE STATE OF NEBRASKA IN ACCORDANCE WITH APPLICABLE LAW. FURTHERMORE, BORROWER WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. NOTHING CONTAINED IN THIS SECTION SHALL LIMIT OR RESTRICT THE RIGHT OF LENDER TO COMMENCE ANY PROCEEDING IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE WHERE BORROWER IS A POLITICAL SUBDIVISION, OR IN ANY OTHER STATE, TO THE EXTENT LENDER DEEMS SUCH PROCEEDING NECESSARY OR ADVISABLE TO EXERCISE REMEDIES AVAILABLE UNDER THE LOAN DOCUMENTS.

(n) Waiver of Jury Trial. BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SECURED OBLIGATIONS OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

[The Remainder of this Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BORROWER:

_____,
a _____

By: _____
Its: _____

ACKNOWLEDGED:

NATIONWIDE CAPITAL, LLC,
a Delaware limited liability company

By: _____
Its: _____

SCHEDULE "C1"

Equipment

Equipment:	Qty

SCHEDULE "C2"

Collateral Location(s)

Set forth below is ES&S' standard services level terms and conditions. These terms and conditions may be easily incorporated into the final agreement as may be mutually agreed upon by the parties.

ES&S MAINTENANCE AND SUPPORT SERVICES HELP DESK INFORMATION

Priority Code Definitions	Resolution Times	Level of Support
<p>1-Critical – Tier 3</p> <p>Entire production system is down. Program or device is unusable or inoperable resulting in total disruption of work or severe/critical impact on the business. Customer not aware of any workaround. *</p> <p><i>NOTE: ES&S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>Resolution to begin immediately. One (1) hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit operable workaround.</p>	<p>ES&S' Tier 3 Level of Software Support is staffed by ES&S' Software Engineers and Product Owners who have the most detailed understanding of the ES&S' Software. ES&S' Developers and owners will provide thorough troubleshooting as well as workaround solutions to resolve any customer questions/issues as quickly as possible and enable the customer to continue preparing for, or conducting the election with minimal disruption.</p> <p>ES&S' Tier 3 Level of Hardware Support is provided by ES&S Field Services in conjunction with ES&S' Product Line Engineers. Both ES&S Field Services technicians and ES&S Product Line Engineers have the most detailed and experienced understanding of the components and configuration of ES&S' Hardware. The Tier 3 Field Services technicians and Product Line Engineers may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of equipment from service and replace it with a back-up unit or to use another mutually agreed-upon workaround.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p>2-High – Tier 2</p> <p>Major feature/function/device failure. Operations are severely restricted with a major disruption of work. Customer is not aware of an acceptable interim workaround.</p> <p>NOTE: <i>ES&S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>24-hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit operable.</p>	<p>ES&S Tier 2 Level of Software Support is staffed with experienced software support technicians who understand the configuration, operation and use of the ES&S Software. In addition, ES&S' experienced software support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any customer question/issue. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p> <p>ES&S Tier 2 Level of Hardware Support is provided by Field Services technicians who have the most detailed and experienced understanding of the ES&S' Hardware. The Tier 2 Field Services technicians may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of hardware from service and replace it with a back-up unit or to use another mutually agreed-upon workaround. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p>3-Medium/Low Tier 2</p> <p>Minor feature/function/device failure. Program or equipment does not operate as designed or expected with moderate disruption of work. Customer may know of an acceptable interim workaround. Minor problem or general inquiry.</p>	<p>Requires 5-15 days resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle)</p>	<p>Low Tier 2 Level of Software Support is provided by ES&S technicians who will provide answers to general and procedural questions with respect to the use and operation of the ES&S Software and/or the certified configuration. All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&S' Tier 2 Level of Software Support is unable to resolve the Customer's question or issue, ES&S will elevate such question/issue to the ES&S' Tier 3 Level of Software Support for response and resolution.</p> <p>Low Tier 2 Level of Hardware Support is provided by ES&S help desk technicians who will answer general and procedural questions with respect to the use and operation of the ES&S Hardware. In addition, ES&S help desk support technicians are staffed with experienced hardware support technicians who understand the configuration, operation and use of the ES&S Hardware. In addition, ES&S' experienced hardware support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any Customer question/issue. All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&S' Tier 2 Level of Hardware Support is unable to resolve the customer's question or issue, ES&S will elevate such question/issue to a Field Services technician and/or the ES&S Tier 3 Level of Hardware Support for response and resolution.</p>

Tier 2 Level of Support

ES&S Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

- Option 4 and then Option 1 for Hardware Support
- Option 4 and then Option 2 for Software Support

Email: software@essvote.com for Software Support; hardware@essvote.com for Hardware Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Hours/days of operation: Monday - Friday, 7:00 a.m. to 7:00 p.m. CST
- After hours: Leave a message and call will be returned the next business day.
- After hours critical issues: on-call technician will be notified to return call as soon as possible
- Hours of operation during scheduled elections: For a 24-hour period beginning at 4:00 a.m. CST on Election Day.
- ES&S maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the customer can notify ES&S of these dates and Tier 2 support will be staffed accordingly.

Tier 3 Level of Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.
- The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the Tier 2 technician will work with Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the design, development, and deployment of system changes, including any updates and enhancements.

ATTACHMENT E – RECENT CONTRACTS



ExpressVote XL™

Full-Face Universal Voting System

Protective Cover

Provides privacy when units are set up back to back and protects the touch screen when unit is in storage or being transported.

Power Status Panel

Includes on/off, power source and battery status indicators. Internal battery charges any time the rolling cart is plugged into a standard power outlet.

32" Interactive Screen

The full-face tiltable screen can display an entire election on one screen. Voters can view the ballot in their chosen language.

Rolling Cart

Large, heavy-duty, lockable wheels make for smooth steering, easy transport and stability.



Printer & Scanner

Digital scanning and printing of voter verifiable paper record.

Privacy Curtain

Supported by telescoping curtain holders. Curtain is stored on back of unit.

Card Slot

Voters insert paper card here to activate vote session. Paper is quickly accepted, marked and securely deposited after tabulation.

Secure Card Container

Stores printed vote summary cards.



Fully ADA-Compliant

Accommodates the full range of human diversity, including physical, perceptual and cognitive abilities. Screen is adjustable for both standing and seated voters. An accessible keypad equipped with braille and the ability to use rocker panel and Sip-and-Puff devices make ExpressVote XL a truly universal solution.

ExpressVote XL Key Features

Adding to the versatile Universal Voting System family, ES&S introduces the ExpressVote XL — a full-face Universal Voting System that serves every voter and combines all contests for the jurisdiction on an easy to use 32" HD interactive screen. The XL also includes an independent voter-verifiable paper record that is digitally scanned for tabulation.

FLEXIBLE



The Electionware® Election Management System provides many layout options, including grid style for party voting in rows or columns. This configuration can easily be managed by jurisdictions, allowing for the most efficient use of the ExpressVote XL screen. The ExpressVote XL is used during early voting or in precincts and vote centers on Election Day to serve every eligible voter, including those with special needs.

VERIFIABLE PAPER RECORD



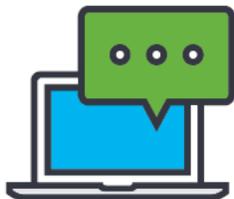
The ExpressVote XL uses a paper card to activate a voting session, then prints a summary of the voter's selections on that same card to create a verifiable paper record. Unused blank activation can be stored for use in other elections, eliminating paper waste.

SECURE TABULATION



Internal memory stores the vote data for each cast record. The XL can be configured to store an image of the scanned vote summary card. At poll close, vote data and images are saved to a proprietary ES&S flash drive to be uploaded into Electionware. To ensure security and protect voter anonymity, each summary card image file is stored with a random file name. System access during equipment preparation, testing, and operation is restricted by access codes, physical locks, and seals.

COMPATIBLE



Works in conjunction with:

- ExpressPoll® Electronic Pollbook
- DS450® High-Throughput Scanner & Tabulator
- DS200® Precinct Scanner & Tabulator
- Electionware® Election Management Software
- DS850® High-Speed Scanner & Tabulator



ExpressVote®

Universal Voting System as a Marker



Multilingual

Touch Screen and Display

Allows voters to easily make vote selections and review their selection.

Instruction Panel

A visual guide that shows voters how to use the ExpressVote.

Card Slot

Where the voter inserts their card to activate selections.

Visual Aids

Front Access Panel

High contrast and zoom functionality.

Headphone Jack, a port for a Sip-and-Puff device or two-position rocker switch, and Audio-Tactile Keypad make the unit ADA friendly.

Audio-Tactile Keypad

Enables ADA voters to control audio and navigate the ballot.



ACTIVATING THE VOTE SESSION:

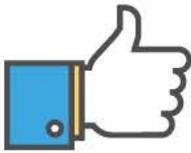
Election officials can configure the ExpressVote to best fit their needs. The voter receives an activation card to begin the process.

- If only one ballot style is programmed for the election, a blank card activates the vote session.
- Multiple ballot styles with a blank card prompt poll workers to select the correct ballot style for the voter.
- A card with an activation barcode displays the correct options for the voter if the election has multiple ballot styles.

ExpressVote Key Features

As a marker, the ExpressVote handles the entire marking process, eliminating marginal marks and the need for voter mark interpretation. Voters utilize the touch screen to mark their vote selections, receiving a verifiable paper vote record upon completion. The ExpressVote is used during early voting or in precincts and vote centers on Election Day to serve every eligible voter, including those with special needs.

EASY TO SET UP AND USE



The one-step startup and poll-closing procedure make the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for poll workers and election staff. The ExpressVote is also small, lightweight and easy to move.

CONTROLLED AND REDUCED COSTS



Traditional ballot printing costs can be significantly reduced by eliminating the need for pre-printed paper ballots. Voters activate their vote session, make their selections and receive a paper record to cast. This process consumes 70 percent less paper than traditional ballots.

INNOVATIVE DESIGN



Voters review a summary page and can make changes before receiving their verifiable paper vote record. The ExpressVote prevents overvotes and undervoting with prompts and on-screen feedback. ExpressVote in marking mode neither stores nor tabulates vote counts. The system produces a verifiable paper record for each voter.

VERIFIABLE PAPER RECORD



After all selections are made, a human- and machine-readable paper record is produced that includes text and an optical scan barcode. Votes are digitally scanned for tabulation on an ES&S DS200[®], DS450[®] or DS850[®] device.

SECURE



The ExpressVote Universal Voting System utilizes a variety of functions to ensure election data and cast vote records are secure. In its current certification as a marking device, no vote data is stored in the device. Its system functions are only executable during election events, in the manner and order intended by election officials performing their duties.

For more information visit www.essvote.com



DS200[®]

Precinct Scanner & Tabulator



Protective Cover

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport.

Easy to Set Up

Lid-up, power-on approach allows poll workers to easily open polls.

Touch Screen and Display

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning.

Ballot/Card Slot

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots.

Auxiliary Ballot Compartment

Main Ballot Compartment

Easy, hassle-free storage of up to 2,500 ballots.

11

The number of 14-inch flat ballots processed per minute

DS200 Key Features

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented IMR™ and PTRAC® technology ensures even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.

ACCURATE



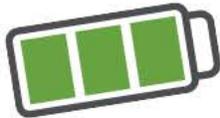
The DS200 combines the ES&S-patented Intelligent Mark Recognition (IMR™) and patented Positive Target Recognition & Alignment Compensation (PTRAC®) systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

SECURE



Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink.

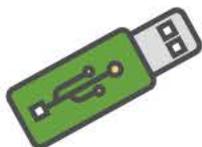
COMPATIBLE



Works in conjunction with:

- ExpressVote® Universal Voting System
- Electionware® Election Management Software
- DS450® High-Throughput Scanner & Tabulator
- AutoMARK® Ballot Marking Device
- DS850® High-Speed Scanner & Tabulator
- Election Reporting Manager®

COMPREHENSIVE



- Optional wireless modem results transfer with encryption
- Backup data storage
- Primary data storage device
- Data sent via Secure File Transfer Protocol (SFTP) server



DS450[®]

High-Throughput Scanner & Tabulator

Touch Screen Display

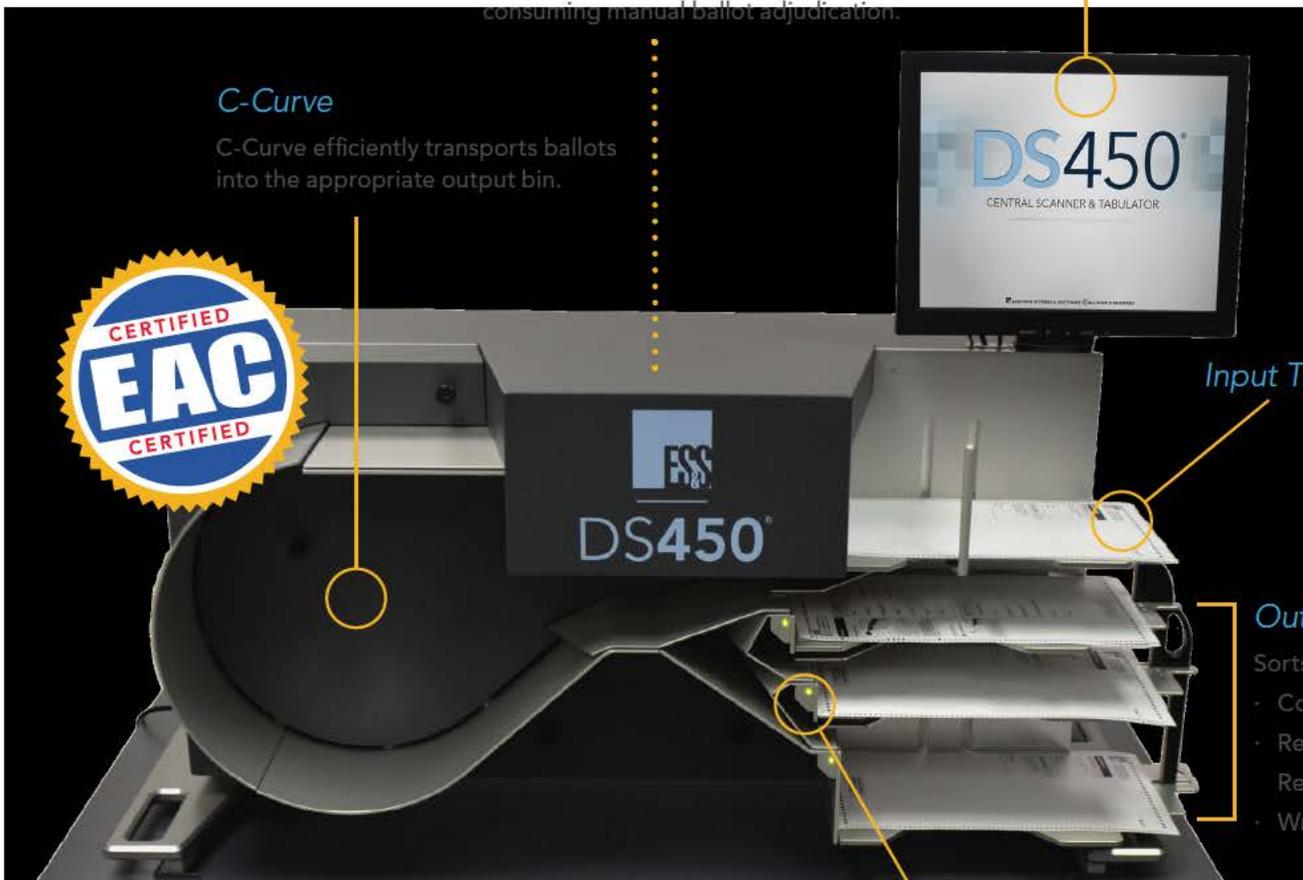
Walks the operator through every step of the tabulation process.

Patented IMR™ and PTRAC®

IMR™ and PTRAC® technology provides unparalleled accuracy that reduces time-consuming manual ballot adjudication.

C-Curve

C-Curve efficiently transports ballots into the appropriate output bin.



Input Tray

Output Bins

- Sorts ballots into:
- Counted
 - Requires Further Review
 - Write-Ins

Paper Path Jam Management

LED light tracking feature enables easy management of ballot jams – prevents need to rescan entire batch.



72

The number of 14-inch flat ballots processed per minute

DS450 Key Features

Customizable sorting is now more affordable than ever with the DS450 central scanner and tabulator. Process more ballots in less time, without stopping to sort overvotes, write-ins or blank ballots. ES&S sets the industry standard for high-speed scanners. The DS450 embodies the spirit of the DS850 while maintaining an efficient throughput along with affordability for jurisdictions.



SECURE

System integrity and electronic audits make the DS450 part of the most dependable family of central vote scanners and tabulators in its class. Safeguards, such as data encryption and digital signatures, help protect sensitive data and verify authenticity, including certification of all firmware.



FLEXIBLE

With three separate output bins, you can determine whether to outstack specific types of ballots for further review. Let the DS450 handle separating write-in votes, over-votes and blank ballots – all without missing a beat.



ACCURATE

ES&S-patented IMR™ and PTRAC® technology ensures ballots are read accurately and consistently, protecting voter intent and minimizing manual adjudication.



HIGH THROUGHPUT

Achieve faster sorts without stopping for each blank ballot with the DS450. It scans and sorts 14-inch double-sided ballots at 72 per minute into three output bins.



FOLDED BALLOT PROCESSING

The DS450 is designed with a series of TruGrip™ rollers, which maintain constant contact with the ballot surface, ensuring quality control throughout the entire tabulation process.



ExpressPoll[®]

Electronic Pollbook

Built-In Peripherals (in back)

Poll workers scan barcodes with the tablet's built-in camera and capture voter signatures on the touch screen.

Ballot Info

Quickly see if a ballot has been issued for a voter.



Voter Look-up

Find voters by name, address or voter ID.

Portability

Lightweight tablet can be used at a check-in table or transported along the line during busy times.



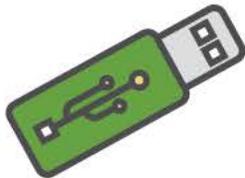
FULLY INTEGRATED SOLUTION

- Communicates seamlessly with our data conversion software
- Shares real-time data with our CentralPoint[®] web application, enabling election administrators to manage poll locations easier and more efficiently
- Integrates with ExpressVote[®], iVotronic[®], Balotar[®], AccuVote-TS[®] and AccuVote-TSX[®] voting systems for a powerful election management system

ExpressPoll Key Features

The ExpressPoll system gives election poll workers a simple-to-operate voter check-in device that slashes waiting time for voters, increases the accuracy of voters' personal information, and improves the Election Day experience for voters and poll workers alike. Our popular electronic pollbook software, EZRoster, runs on affordable touch-screen tablets. This provides an intuitive, easy-to-understand user interface similar to the digital devices used every day. The ExpressPoll also can be integrated with multiple tabulation devices to provide a complete voter check-in solution and ensure the correct ballot style is issued.

REDUNDANT DATA STORAGE



The ExpressPoll tablet offers "redundant" internal data storage, ensuring that voter validation information can be retrieved after each election. Data is stored in solid-state internal memory and on a microSD card installed in the tablet. If one of these storage areas experience any issues, data can easily be retrieved from the other data storage location.

FASTER VOTER HISTORY UPLOADS



After every election, voter history is uploaded directly from the ExpressPoll unit, dramatically reducing upload times and enabling faster updates to the voter registration system.

WORKS WITH THE EXPRESSPOLL-5000



Are you a current ExpressPoll-5000 customer? Our ExpressPoll tablets can be seamlessly added to your existing system. Both solutions use the same EZRoster software, database and resource file to provide the same user experience.

ROBUST SOFTWARE AND CONNECTIVITY



- Helps reduce provisional voting by providing up-to-date absentee status or directions to correct polling location
- Displays on-screen instructions, giving poll workers information and the confidence to serve all voters
- Supports same-day registration
- Connects wirelessly using secure connection options in polling places to sync across all pollbooks
- Safeguards including password protection and secure system controls ensure only those with specific permissions are allowed access



U. S. ELECTION ASSISTANCE COMMISSION
VOTING SYSTEM TESTING AND CERTIFICATION PROGRAM
1335 East West Highway, Suite 4300
Silver Spring, MD 20910

November 12, 2018

Sue McKay
Election Systems and Software
11208 John Galt Blvd
Omaha, NE 68137

Sent via e-mail

Re: Agency Decision – Grant of Certification

Dear Ms. McKay,

As required under §5.9 of the EAC's Voting System Testing and Certification Program Manual, ES&S and SLI Compliance have provided the necessary documentation for the EVS 6.0.2.1 voting system verifying that 1) the trusted build has been performed, 2) software has been deposited in an approved repository, 3) system identification tools are available to election officials, and 4) signed a letter stating, under penalty of law, that you have:

1. Performed a trusted build consistent with the requirements of §5.6 of the EAC's Certification Manual;
2. Deposited software consistent with §5.7 of the EAC's Certification Manual;
3. Created and made available system identification tools consistent with §5.8 of the EAC's Certification Manual (a copy and description of the system identification tool developed must be provided with the letter); and
4. Upon a final decision to grant certification, the manufacturer accepts the certification and all conditions placed on the certification.

Based on the review of the documentation above and the fact that ES&S EVS 6.0.2.1 successfully completed conformance testing to the Voluntary Voting System Guidelines Version 1.0 (VVSG 1.0), the Voting System Testing & Certification Program Director has recommended EAC certification of this system.

I have reviewed all of the documentation and concur with the Program Director's recommendation. As such, I hereby grant EAC Certification to ES&S EVS 6.0.2.1 to the VVSG 1.0.

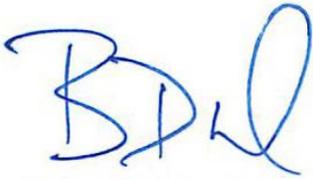
The EAC certification number issued for this system is: **ESSEVS6021**. In addition, a Certificate of Conformance shall be provided to ES&S as evidence of the EAC certification of the EVS 6.0.2.1. The Certificate of Conformance shall be provided to

ES&S no later than five business days from the date of this letter, and it shall be posted on the EAC's website.

As stated in §5.11 of the EAC's Certification Manual, the EAC certification and certificate apply only to the specific voting system configuration(s) identified, submitted, and evaluated under the Certification Program. Any modification to the system not authorized by the EAC shall void the certificate.

If you have any questions or need further information, please do not hesitate to contact Brian Hancock or Ryan Macias at your earliest convenience. I thank you in advance for your time and attention to this matter and congratulate you on this achievement.

Sincerely,

A handwritten signature in blue ink, appearing to read "BDN", with a large, stylized flourish at the end.

Brian D. Newby
Executive Director
Decision Authority

Cc: Brian Hancock, U.S. Election Assistance Commission
Jonathon Panek, SLI Compliance



United States Election Assistance Commission



Certificate of Conformance

ES&S EVS 6.0.2.1

The voting system identified on this certificate has been evaluated at an accredited voting system testing laboratory for conformance to the *Voluntary Voting System Guidelines Version 1.0 (VVSG 1.0)*. Components evaluated for this certification are detailed in the attached Scope of Certification document. This certificate applies only to the specific version and release of the product in its evaluated configuration. The evaluation has been verified by the EAC in accordance with the provisions of the *EAC Voting System Testing and Certification Program Manual* and the conclusions of the testing laboratory in the test report are consistent with the evidence adduced. This certificate is not an endorsement of the product by any agency of the U.S. Government and no warranty of the product is either expressed or implied.

Product Name: EVS

Model or Version: 6.0.2.1

Name of VSTL: SLI Compliance

EAC Certification Number: ESSEVS6021

Date Issued: November 12, 2018

Executive Director

Scope of Certification Attached

Manufacturer: Election Systems & Software
System Name: EVS 6.0.2.1
Certificate: ESSEVS6021

Laboratory: SLI Compliance
Standard: VVSG 1.0 (2005)
Date: November 12, 2018



Scope of Certification

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

Significance of EAC Certification

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

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

Representation of EAC Certification

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

System Overview

The ES&S EVS 6.0.2.1 voting system is a modification of the ES&S EVS 6.0.0.0 voting system, certified on July 2, 2018, which contains limited changes to the Electionware application. The ES&S EVS 6.0.2.1 voting system is composed of software applications, central count location devices and polling place devices with accompanying firmware, and COTS hardware and software.

Electionware®

Electionware election management software is an end-to-end election management software application that provides election definition creation, ballot formation, equipment

configuration, result consolidation, adjudication and report creation. Electionware is composed of five software groups: Define, Design, Deliver, Results and Manage.

ExpressVote XL™

ExpressVote XL is a hybrid paper-based polling place voting device that provides a full-face touchscreen vote capture that incorporates the printing of the voter's selections as a cast vote record, and tabulation scanning into a single unit.

ExpressTouch®

ExpressTouch Electronic Universal Voting System (ExpressTouch) is a DRE voting system which supports electronic vote capture for all individuals at the polling place.

ExpressVote® Hardware 1.0

ExpressVote Universal Voting System Hardware 1.0 (ExpressVote HW1.0) is a hybrid paper-based polling place voting device that provides touch screen vote capture that incorporates the printing of the voter's selections as a cast vote record, to be scanned for tabulation in any one of the ES&S precinct or central scanners.

ExpressVote® Hardware 2.1

ExpressVote Universal Voting System Hardware 2.1 (ExpressVote HW2.1) is a hybrid paper-based polling place voting device that provides touch screen vote capture that incorporates the printing of the voter's selections as a cast vote record, and tabulation scanning into a single unit. ExpressVote HW2.1 is capable of operating in either marker or tabulator mode, depending on the configurable mode that is selected in Electionware.

There are two separate versions of the ExpressVote hardware version 2.1: 2.1.0.0 and version 2.1.2.0 (6.4 & 6.8). Please note that all future references to ExpressVote HW 2.1 as used throughout the document refers to both hardware versions.

DS200®

DS200 is a polling place paper-based voting system, specifically a digital scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

DS450®

DS450 is a central scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

DS850®

DS850 is a central scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

Event Log Service (ELS)

ELS monitors and logs users' interactions with the Election Management System. Events that happen when a connection to the database is not available are logged to the Windows Operating System log through the ELS.

Removable Media Service (RMS)

RMS is a utility that runs in the background of the Windows operating system. RMS reads specific information from any attached USB devices so that ES&S applications such as Electionware can use that information for media validation purposes.

Configurations

Within the scope of the ES&S EVS 6.0.2.1 voting system, three unique configurations are supported, in order to accommodate limitations of components with the ES&S EVS 6.0.2.1 voting system.

Configuration A

ES&S EVS 6.0.2.1: Test Configuration A is comprised of the entire suite of voting system products.

- Electionware
- ExpressVote Marker (HW 1.0)
- ExpressVote Marker/Tabulator (HW 2.1)
- ExpressVote XL
- ExpressTouch
- DS200
- DS450
- DS850

Configuration B

- Electionware
- ExpressVote Marker (HW 1.0)
- ExpressVote Marker/Tabulator (HW 2.1)
- DS200
- DS450
- DS850

Configuration C

- Electionware
- ExpressVote XL

Mark Definition

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

Tested Marking Devices

Bic Grip Roller Pen

Language Capability

EVS 6.0.2.1 supports English, Spanish, Chinese (Cantonese), Korean, Japanese, Hindi, Bengali, Vietnamese, Tagalog, Creole, Russian, and French. Configuration C also supports Punjabi and Gujarati.

Proprietary Components Included

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

System Component	Software or Firmware Version	Hardware Version	Model	Comments
Electionware	5.0.2.0			
ES&S Event Log Service	1.6.0.0			
Removable Media Service	1.5.0.0			
ExpressVote HW 1.0	1.5.1.0	1.0		Paper-based vote capture and selection device
ExpressVote Previewer (1.0)	1.5.1.0			
ExpressVote HW 2.1	2.4.3.0	2.1.0.0 2.1.2.0		Hybrid paper-based vote capture and selection device and precinct count tabulator
ExpressVote Previewer (2.1)	2.4.3.0			
DS200	2.17.0.0	1.2.1, 1.2.3, 1.3		Precinct Count Tabulator
DS450	3.1.0.0	1.0		Central Count Scanner and Tabulator
DS850	3.1.0.0	1.0		Central Count Scanner and Tabulator
ExpressVote XL	1.0.1.0	1.0		Hybrid full-faced paper-based vote capture and selection device and precinct count tabulator
ExpressTouch	1.0.0.0	1.0		DRE
ExpressVote Rolling Kiosk		1.0	98-00049	Portable Voting Booth
Voting Booth		N/A	98-00051	Stationary Voting Booth
ExpressVote Single Table		N/A	87033	Voting Table for One Unit
ExpressVote Double Table		N/A	87032	Voting Table for Two Units
ADA Table		N/A	87031	Voting Table for One Unit

System Component	Software or Firmware Version	Hardware Version	Model	Comments
DS200 Ballot Box		1.0	98-00009	Collapsible Ballot Box
DS200 Ballot Box		1.2, 1.3, 1.4, 1.5	57521	Plastic ballot box
DS200 Ballot Box		1.0, 1.1, 1.2	76245	Metal ballot box
DS200 Tote Bin		1.0	00074	Tote Bin Ballot Box
DS450 Cart		N/A	3002	
DS850 Cart		N/A	6823	
Universal Voting Console		1.0	98-00077	Detachable ADA support peripheral
Tabletop Easel		N/A	14040	
ExpressTouch Voting Booth		N/A	98-00081	Stationary Voting Booth
SecureSetup	2.0.0.1			Proprietary Hardening Script

COTS Software

Manufacturer	Application	Version
Microsoft Corporation	Server 2008	R2 w/ SP1 (64-bit)
Microsoft Corporation	Windows 7 Professional	SP1 (64-bit)
Microsoft Corporation	WSUS Microsoft Windows Offline Update Utility	11.1.1
Symantec	Endpoint Protection	14.0.1 (64-bit)
Symantec	Symantec Endpoint Protection Intelligent Updater (File-Based Protection)	20180116-002-core3sds5i64.exe
Symantec	Symantec Endpoint Protection Intelligent Updater (Network-Based Protection)	20180115-040-IPS_IU_SEP_14RU1.exe
Symantec	Symantec Endpoint Protection Intelligent Updater (Behavior-Based Protection)	20180108-003-SONAR_IU_SEP.exe
Cerberus	CerberusFTP Server – Enterprise	9.0.3.1 (64-bit)
Adobe	Acrobat	XI
Microsoft Corporation	Visual C++ Redistributable	vc_redist.x86.exe (32-bit)
RSA Security	RSA BSAFE Crypto-C ME for Windows 32-bit	4.1
OpenSSL	OpenSSL	2.0.12
OpenSSL	OpenSSL	2.0.16
OpenSSL	OpenSSL	1.02d
OpenSSL	OpenSSL	1.02h
OpenSSL	OpenSSL	1.02k

COTS Hardware

Manufacturer	Hardware	Model/Version
EMS Server		
EMS Client or Standalone Workstation		
Innodisk	USB EDC H2SE (1GB) for ExpressVote 1.0	DEEUH 1-01GI72AC1SB
Innodisk	USB EDC H2SE (16GB) for ExpressVote 2.1	DEEUH 1-16GI72AC1SB
Delkin	USB Flash Drive	512MB, 1 GB, 2 GB, 4 GB, 8 GB
Delkin	Validation USB Flash Drive	16 GB

Delkin	USB Embedded 2.0 Module Flash Drive	MY16MGFSY-RA000-D / 16 GB
Delkin	Compact Flash Memory Card	1 GB
Delkin	Compact Flash Memory Card Reader/Writer	6381
Delkin	CFAST Card	2GB, 4GB
Delkin	CFAST Card Reader/Writer	DDREADER-48
CardLogix	Smart Card	CLXSU128kC7/ AED C7
SCM Microsystems	Smart Card Writer	SCR3310
Avid	Headphones	86002
Zebra Technologies	QR code scanner (Integrated)	DS457-SR20009
Symbol	QR Code scanner (External)	DS9208
Dell	DS450 Report Printer	S2810dn
OKI	DS450 and DS850 Report Printer	B431dn/B431d
OKI	DS450 and DS850 Audit Printer	Microline 420
APC	DS450 UPS	Back-UPS Pro 1500
APC	DS850 UPS	Back-UPS RS 1500 or Pro 1500
Tripp Lite	DS450 and DS850 Surge Protector	Spike Cube
Seiko Instruments	Thermal Printer	LTPD-347B
NCR/Nashua	Paper Roll	2320
Fujitsu	Thermal Printer	FTP-62GDSL001/ FTP-63GMCL153

System Limitations

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

System Characteristic	Boundary or Limitation	Limiting Component
Max. precincts allowed in an election	9,900	Electionware
Max. ballot styles in an election	15,000	Electionware
Max. candidates allowed per election	10,000	Electionware
Max. contests allowed in an election	10,000	Electionware
Max. number of parties allowed	General election: 75 Primary election: 30	Electionware
Max. District Types/Groups	25	Electionware
Max. districts of a given type	250	Electionware
Max. Contests allowed per ballot style	500	N/A
Max. Reporting Groups in an election	14	Electionware
Max. candidates allowed per contest	230	Electionware
Max. "Vote For" per contest	230	Electionware
Max. ballots per batch	1,500	DS450/DS850

Component Limitations:

Electionware

1. Electionware capacities exceed the boundaries and limitations documented for ES&S voting equipment and election reporting software. For this reason, ballot tabulator limitations define the boundaries and capabilities of Electionware system.
2. Electionware software field limits were calculated using default text sizes for ballot and report elements. Some uses and conditions, such as magnified ballot views or combining elements on printed media or ballot displays, may result in limits lower than those listed in the System Overview.
3. The Electionware Export Ballot Images function is limited to 250 districts per export.
4. Electionware is limited to the language special characters listed in the System Overview. Language special characters other than those on this list may not appear properly when viewed on equipment displays or reports.

5. The Straight Party feature must not be used in conjunction with the Single or Multiple Target Cross Endorsement features.
6. The 'MasterFile.txt' and the 'Votes File.txt' do not support results for elections that contain multiple sheets or multiple ExpressVote cards per voter. These files can be produced using the Electionware > Reporting > Tools > Export Results menu option. This menu option is available when the Rules Profile is set to "Illinois".

Paper Ballot Limitations

1. The paper ballot code channel, which is the series of black boxes that appear between the timing track and ballot contents, limits the number of available ballot variations depending on how a jurisdiction uses this code to differentiate ballots. The code can be used to differentiate ballots using three different fields defined as: Sequence (available codes 1-16,300), Type (available codes 1-30) or Split (available codes 1-18).
2. If Sequence is used as a ballot style ID, it must be unique election-wide and the Split code will always be 1. In this case the practical style limit would be 16,300.
3. The ExpressVote activation card has a limited ballot ID based on the three different fields defined as: Sequence (available codes 1-16,300), Type (available codes 1-30) or Split (available codes 1-18).
4. Grid Portrait and Grid Landscape ballot types are New York specific and not for general use.

ExpressVote

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

ExpressVote XL

1. ExpressVote XL capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting systems. For this reason, Election Management System and ballot tabulator limitations define the boundaries and capabilities of the ExpressVote XL system as the maximum capacities of the ES&S ExpressVote XL are never approached during testing.
2. ExpressVote XL does not offer open primary support based on the ES&S definition of Open Primary, which is the ability to select a party and vote based on that party.
3. ExpressVote XL does not support Massachusetts Group Vote.
4. ExpressVote XL does not support Universal Primary Contest.
5. ExpressVote XL does not support Multiple Target Cross Endorsement.
6. ExpressVote XL does not support Reviewer or Judges Initials boxes.
7. ExpressVote XL does not support multi-card ballots.
8. In a General election, one ExpressVote XL screen can hold 32 party columns if set up as columns or 16 party rows if set up as rows.
9. ExpressVote XL does not support Team Write-In.

ExpressTouch

1. ExpressTouch capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting systems. For this reason, Election Management System limitations define the boundaries and capabilities of the

ExpressTouch system as the maximum capacities of the ES&S ExpressTouch are never approached during testing.

2. ExpressTouch does not offer open primary support, which is the ability to select a party and vote based on that party.
3. ExpressTouch does not support Massachusetts Group Vote.
4. ExpressTouch does not support Universal Primary Contest.
5. ExpressTouch does not support Multiple Target Cross Endorsement.
6. ExpressTouch does not support Team Write-In.

DS200

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

Functionality

VVSG 1.0 Supported Functionality Declaration

Feature/Characteristic	Yes/No	Comment
Voter Verified Paper Audit Trails		
VVPAT	No	
Accessibility		
Forward Approach	Yes	
Parallel (Side) Approach	Yes	
Closed Primary		
Primary: Closed	Yes	
Open Primary		
Primary: Open Standard (provide definition of how supported)	Yes	Configuration B only
Primary: Open Blanket (provide definition of how supported)	No	
Partisan & Non-Partisan:		
Partisan & Non-Partisan: Vote for 1 of N race	Yes	
Partisan & Non-Partisan: Multi-member ("vote for N of M") board races	Yes	
Partisan & Non-Partisan: "vote for 1" race with a single candidate and write-in voting	Yes	
Partisan & Non-Partisan "vote for 1" race with no declared candidates and write-in voting	Yes	
Write-In Voting:		
Write-in Voting: System default is a voting position identified for write-ins.	Yes	
Write-in Voting: Without selecting a write in position.	Yes	
Write-in: With No Declared Candidates	Yes	
Write-in: Identification of write-ins for resolution at central count	Yes	
Primary Presidential Delegation Nominations & Slates:		

Feature/Characteristic	Yes/No	Comment
Primary Presidential Delegation Nominations: Displayed delegate slates for each presidential party	No	
Slate & Group Voting: one selection votes the slate.	No	
Ballot Rotation:		
Rotation of Names within an Office; define all supported rotation methods for location on the ballot and vote tabulation/reporting	Yes	
Straight Party Voting:		
Straight Party: A single selection for partisan races in a general election	Yes	
Straight Party: Vote for each candidate individually	Yes	
Straight Party: Modify straight party selections with crossover votes	Yes	
Straight Party: A race without a candidate for one party	Yes	
Straight Party: N of M race (where "N">1)	Yes	
Straight Party: Excludes a partisan contest from the straight party selection	Yes	
Cross-Party Endorsement:		
Cross party endorsements, multiple parties endorse one candidate.	Yes	
Split Precincts:		
Split Precincts: Multiple ballot styles	Yes	
Split Precincts: P & M system support splits with correct contests and ballot identification of each split	Yes	
Split Precincts: DRE matches voter to all applicable races.	Yes	
Split Precincts: Reporting of voter counts (# of voters) to the precinct split level; Reporting of vote totals is to the precinct level	Yes	It is possible to list the number of voters.
Vote N of M:		
Vote for N of M: Counts each selected candidate, if the maximum is not exceeded.	Yes	
Vote for N of M: Invalidates all candidates in an overvote (paper)	Yes	
Recall Issues, with options:		
Recall Issues with Options: Simple Yes/No with separate race/election. (Vote Yes or No Question)	No	
Recall Issues with Options: Retain is the first option, Replacement candidate for the second or more options (Vote 1 of M)	No	
Recall Issues with Options: Two contests with access to a second contest conditional upon a specific vote in contest one. (Must vote Yes to vote in 2 nd contest.)	No	
Recall Issues with Options: Two contests with access to a second contest conditional upon any vote in contest one. (Must vote Yes to vote in 2 nd contest.)	No	
Cumulative Voting		
Cumulative Voting: Voters are permitted to cast, as many votes as there are seats to be filled for one or more candidates. Voters are not limited to giving only one vote to a candidate. Instead, they can put multiple votes on one or more candidate.	No	
Ranked Order Voting		

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

Feature/Characteristic	Yes/No	Comment
Wide Area Network – Use of Wireless	No	
Local Area Network – Use of TCP/IP	No	
Local Area Network – Use of Infrared	No	
Local Area Network – Use of Wireless	No	
FIPS 140-2 validated cryptographic module	Yes	
Used as (if applicable):		
Precinct counting device	Yes	DS200, ExpressTouch, ExpressVote HW2.1, ExpressVote XL
Central counting device	Yes	DS450 and/or DS850

Baseline Certification Engineering Change Order's (ECO)

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

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE**

**REPORT CONCERNING THE EXAMINATION RESULTS OF
ELECTIONS SYSTEMS AND SOFTWARE EVS 6021 WITH DS200
PRECINCT SCANNER, DS450 AND DS850 CENTRAL SCANNERS,
EXPRESSVOTE HW 2.1 MARKER AND TABULATOR,
EXPRESSVOTE XL TABULATOR AND ELECTIONWARE EMS**



Issued By:

A handwritten signature in black ink that reads "Robert Torres". The signature is written in a cursive style and is positioned above a horizontal line.

Robert Torres
Acting Secretary of the Commonwealth
November 30, 2018

EXAMINATION RESULTS OF ELECTION SYSTEMS AND SOFTWARE EVS 6021 WITH DS200 PRECINCT SCANNER, DS450 AND DS850 CENTRAL SCANNERS, EXPRESSVOTE HW 2.1 MARKER AND TABULATOR EXPRESSVOTE XL TABULATOR AND ELECTIONWARE EMS

I. INTRODUCTION

Article XI-A of the Pennsylvania Election Code, 25 P.S. §§ 3031.1 *et seq.*, authorizes the use of electronic voting systems. Section 1105-A of the Pennsylvania Election Code, 25 P.S. § 3031.5, requires that the Secretary of the Commonwealth (Secretary) examine all electronic voting systems used in any election in Pennsylvania and that the Secretary make and file a report stating whether, in his opinion, the electronic voting system can be safely used by voters and meets all applicable requirements of the Election Code.

Upon the request of Election Systems and Software (ES&S), the Department of State's Bureau of Commissions, Elections and Legislation (Department) scheduled an examination for June 25, 2018 of EVS 6.0.0.0 (EVS 6000). The system presented for certification in Pennsylvania included the following components - Electionware® (Electionware) election management software used in conjunction with the following components: 1) the ExpressVote XL™ (ExpressVote XL) hybrid paper-based polling place voting device; 2) the ExpressVote® Hardware 2.1 (ExpressVote 2.1) a hybrid paper-based polling place voting device that provides touch screen vote capture that can be configured as a ballot marking device (BMD) or a BMD and tabulation unit; 3) DS200® (DS200) precinct scanner; 4) DS450®(DS450) central scanner; and 5) DS850® high speed central scanner.

The Secretary of the Commonwealth (Secretary) appointed SLI Global Solutions and Center for Civic Design (CCD) as professional consultants to conduct an examination of EVS 6000. The examination process included a public demonstration and functional examination (functional examination), accessibility examination and security testing. The functional and accessibility examinations were performed in Room G24A/B of the Commonwealth Capitol Complex - Finance Building, 613 North Street, Harrisburg, PA 17120. Mike Santos, Senior Test Manager, and Kyle Johnson, Senior Test Engineer, (Functional Examiner) of SLI Global Solutions, conducted the functional examination of the

EVS 6000 pursuant to Section 1105-A(a) of the Election Code, 25 P.S. § 3031.5(a). Whitney Quesenbery, Denis Anson and Colin Macarthur (Accessibility Examiner) representing CCD performed an accessibility examination of the EVS 6000 system. The examinations commenced on June 25, 2018, and lasted approximately four days. Jonathan Marks, Commissioner of the Bureau of Commissions, Elections and Legislation; Kathryn Boockvar, Senior Advisor to the Governor on Election Modernization; Jessica Myers, Deputy Director, Office of Policy; Kathleen Kotula, Executive Deputy Chief Counsel, Office of Chief Counsel; and Sindhu Ramachandran, Voting Systems Analyst, represented the Secretary of the Commonwealth. Steve Pearson, Senior Vice-President of Certification, Benjamin Swartz and TJ Burns, State Certification Managers, represented ES&S. Additional staff members from the Department also attended the examination. The functional examination was open to the public and was videotaped by Department staff. Security testing of the EVS 6000 system was performed at SLI facilities located at 4720 Independence Street, Wheat Ridge, Colorado, prior to the functional examination. Mike Santos, Senior Test Manager, and Jesse Peterson, Security Specialist, at SLI Global Solutions, served as the Security Examiner for the EVS 6000 security testing. The Functional Examiner concluded that the EVS 6000 did not comply with Sections 1107-A(3) and (13) of the Pennsylvania Election Code, 25 P.S. §§ 3031.7(3) & (13), because the ExpressVote XL and ExpressVote 2.1 did not accurately implement the Pennsylvania Method (PA Method) of straight party voting and the general election results did not allow adjudicating two write-in votes from ExpressVote XL ballots. The security testing identified the need to modify the hardening procedures on Electionware for a more secure installation.

Thereafter, ES&S incorporated corrections for the issues identified during the EVS 6000 examination and a performance enhancement fix to a field anomaly noted during the use of the system in a primary election in the State of Kansas, and re-submitted the new release, EVS 6.0.2.1 (EVS 6021), to both the U.S. Election Assistance Commission (EAC) for federal approval and the Department for state certification. The system components remained the same and the only change in the new release was the software enhancements to remediate the identified anomalies. The Functional Examiner performed a follow-up

examination of EVS 6021 on September 25 through 28, 2018, at SLI Global Solutions located in Wheat Ridge, Colorado. Department staff observed the examination via web conference. The examination was videotaped by SLI and the video is on file at the Department. The Security Examiner validated that the hardening procedures were modified for a secure installation. Since the software changes made to the EVS 6021 system were specifically to remediate the identified anomalies in EVS 6000 and did not impact accessibility of the system, it was determined that the results of the accessibility examination conducted as part of the EVS 6000 examination may be utilized for EVS 6021 certification.

II. THE EVS 6021 VOTING SYSTEM

EVS 6021 is a paper-based voting system that provides end-to-end election support; from defining an election to generating final reports. The system is comprised of both precinct and central count tabulators and Universal Voting System and/or Ballot Marking Devices as ADA component. The system hardware components include: ExpressVote XL™ Full-Faced Universal Voting System, ExpressVote Universal Voting System hardware 2.1, DS450 High-Throughput Central Tabulator, DS850 High-Speed Central Tabulator and DS200 Precinct-Based Tabulator¹.

The following is a description of the EVS 6021 components summarized from Section 2.0 (System Overview) of the Test Report for Examination of EVS 6021 (Report id - PES-002-FTR-01), prepared by the Functional Examiner and the System Overview document submitted by ES&S as part of the Technical Data Package (TDP).

¹ The EAC certified system also includes ExpressTouch Electronic Universal Voting System and ExpressVote Universal Voting System hardware 1.0, but those components are not part of the system presented for certification in Pennsylvania.

Electionware®

Electionware election management software is an end-to-end election management software application that provides election definition, ballot formation, equipment configuration, result consolidation, adjudication and report creation. Electionware is composed of five software groups: Define, Design, Deliver, Results and Manage. Electionware can be configured as a Standalone EMS Workstation or as a closed Local Area network with EMS server and client/s.

ExpressVote XL™

ExpressVote XL is a hybrid paper-based polling place voting device that provides touch screen vote capture that incorporates the printing of the voter's selections as a cast vote record (CVR), and tabulation scanning into a single unit. The screen provides a display of the full ballot. This device can serve all voters, including those with special needs, allowing all voters to cast vote summary cards autonomously. Voters navigate ballot selections using the touch screen, detachable UVC keypad or ADA support peripherals, such as a sip and puff device. ExpressVote XL guides voters through the ballot selection process with screen prompts, symbols and ballot audio. The voter can print the vote summary card once they are ready to cast the vote. Once printed, the ExpressVote XL internally processes the vote summary card for tabulation. The tabulated vote summary card is deposited into a removable, secure card container attached to the ExpressVote XL cart.

ExpressVote® Hardware 2.1

ExpressVote Universal Voting System Hardware 2.1 (ExpressVote HW2.1) is a hybrid paper-based polling place voting device that provides touch screen vote capture and incorporates the printing of the voter's selections as a Cast Vote Record (CVR), and tabulation scanning into a single unit. This system, capable of serving all voters, can operate in either marker or tabulator mode, depending on the configuration that is selected in

Electionware. In marker mode, the voter marks a ballot and prints the vote summary card using the internal thermal printer. The vote summary card is then scanned on DS200 precinct scanner or the central scanners DS450 or DS850. When utilized as a tabulator, the ExpressVote 2.1 provides the capability of tabulating printed vote summary cards. ExpressVote 2.1 incorporates an attached removable, secure container to hold the ballots, allowing the voters to cast the ballots. ExpressVote as a Tabulator uses a Master Media USB device for Poll Open and Poll Close functions.

DS200®

DS200 is a polling place paper-based system, specifically a digital scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic CVR's to be saved on USB media. DS200 scans and tabulates hand marked paper ballots and ballot cards produced from ExpressVote 2.1. It also has a touch screen for voter communication, an integrated thermal printer for printing reports and internal battery backup.

DS450®

DS450 is a central scanner and tabulator that simultaneously scans the front and back of a hand marked paper ballots and/or vote summary cards from ExpressVote and ExpressVote XL in any of four orientations for conversion of voter selection marks to electronic CVR's. It sorts tabulated ballots into discrete output bins without interrupting scanning. The tabulation results can be physically transported using USB drives or the device may be configured to transmit tabulation results to the results server through a closed network connection.

DS850®

DS850 is a central scanner and tabulator that simultaneously scans the front and back of hand marked paper ballots and/or vote summary cards from ExpressVote and ExpressVote XL in any of four orientations for conversion of voter selection marks to

electronic CVR's. The tabulation results can be physically transported using USB drives or the device may be configured to transmit tabulation results to the results server through a closed network connection. DS850 provides higher throughput than DS450.

The following is a listing of the software/firmware components that comprise the entire ES&S 6021 system:

Manufacturer Software/Firmware

The ES&S EVS 6.0.2.1 voting system consists of the following software and firmware components:

Application	Version
Electionware – Client/Server	5.0.2.0
Event Log Service	1.6.0.0
Removable Media Service	1.5.0.0
DS450	3.1.0.0
DS850	3.1.0.0
DS200	2.17.0.0
ExpressVote HW2.1	2.4.3.0
ExpressVote XL	1.0.1.0
Optional Utility: ExpressLink	1.4.0.0
Optional Utility: Toolbox	3.3.0.0

- **Electionware** Election database creation, media programming and tally/reporting software
- **DS450** Central Count scanner and tabulator, Central Tabulator firmware
- **DS850** Central Count scanner and tabulator, Central Tabulator firmware
- **DS200** Precinct scanner and tabulator, Precinct Tabulator firmware
- **ExpressVote HW2.1** Precinct ballot marker and/or Precinct scanner and tabulator, Universal Voting System firmware
- **ExpressVote XL** Precinct ballot marker and/or Precinct scanner and tabulator, using a full-face touchscreen and Universal Voting System firmware
- **ExpressLink™** standalone application that interfaces with voter registration (e.g. electronic Pollbook) systems and the ExpressVote Activation Card Printer to print the ballot activation code on an ExpressVote and ExpressVote XLcards

- **Electionware Toolbox** set of utilities that can be integrated into the Electionware EMS to enhance the software usability experience and streamline various processes. These add-on utilities include Test Deck and Text to Speech.

COTS Software/Firmware

Additional COTS software and firmware included in the system has been defined as part of the EAC system certification scope added to this report as Attachment A.

Hardware

Below is a listing of the hardware components that comprise the entire ES&S EVS 6.0.2.1 system categorized by system functionality:

Hardware	HW Revision
ExpressVote Universal Voting System	2.1
DS200 Precinct-based Scanner and Tabulator	1.2, 1.3
DS450 Scanner and Tabulator	1.0
DS850 Scanner and Tabulator	1.0
ExpressVote XL Full-Faced Universal Voting System	1.0
ExpressVote Rolling Kiosk	1.0
ExpressVote Voting Booth	N/A
ExpressVote ADA Table	N/A
DS200 Collapsible Ballot Box	1.0
DS200 Plastic Ballot Box	1.2, 1.3, 1.4, 1.5
DS200 Metal Ballot Box	1.0, 1.1, 1.2
DS450 Cart	N/A
DS850 Cart	N/A
Universal Voting Console	1.0

Test Materials

Test support materials utilized during the examination included:

- Thermal receipt paper for the **ExpressVote 2.1 Marking Only**, **ExpressVote 2.1 Marking and Tabulating**, and the **ExpressVote XL**.
- Ballot card stock for processing ballots on the **ExpressVote 2.1 Marking Only**, **ExpressVote 2.1 Marking and Tabulating**, and the **ExpressVote XL**.
- Ballot stock, for printing of ballots to be processed by the **DS200**, **DS450** and **DS850**
- Activation cards
- Smart cards
- USB thumb drives
- Ballot pens
- Printer paper rolls

III. EXAMINATION APPROACH, PROCEDURES AND RESULTS

A. Examination Approach

To ascertain whether EVS 6021 can be safely used by voters at elections in the Commonwealth and meets all the requirements of the Pennsylvania Election Code, the Examiners developed test protocols for the examination. The initial functional examination of EVS 6000 determined that the system did not comply with Sections 1107-A(3) and (13), 25 P.S. §§ 3031.7(3) & (13). The Examiners also observed that system documentation for validating the installed components and hardening procedures needed to be updated for a secure implementation. After the initial examination for PA state certification in June 2018, EVS 6000 field use in the State of Kansas's primary elections also identified performance anomalies that necessitated remediation. The Examiners then performed a follow-up examination of EVS 6021 to confirm that the anomalies identified in EVS 60000 were corrected and the system complies with all the requirements of the Pennsylvania Election Code. The examination approach followed for EVS 6000 and EVS 6021 is discussed in the below sections.

EVS 6000 Examination Approach

Functional Examination

The test protocols separated the requirements of Article XI-A of the Pennsylvania Election Code, Sections 1101-A to 1122-A, 25 P.S. §§ 3031.1 - 3031.22, into six main areas of test execution: (1) Source Code Review; (2) Documentation Review; (3) System Level Testing; (4) Security/Penetration Testing; (5) Privacy Analysis; and (6) Usability Analysis.

Source Code Review was performed prior to the functional examination to determine if there are any vulnerabilities found that would warrant additional security examination.

Documentation Review was performed to verify that the portions of the Pennsylvania Election Code, which reference documentation detail, are sufficiently met by the ES&S EVS 6000 documentation. The Functional Examiner validated compliance of the system to the following sections of the Election Code during the documentation review.

- 1105-A(a), 25 P.S. § 3031.5(a), requiring that an electronic voting system has been examined and approved by a federally recognized ITA;
- 1107-A(11), 25 P.S. § 3031.7(11), requiring an electronic voting system to be suitably designed in terms of usability and durability, and capable of absolute accuracy;
- 1107-A(13), 25 P.S. § 3031.7(13), requiring an electronic voting system to correctly tabulate every vote;
- 1107-A(14), 25 P.S. § 3031.7(14), requiring an electronic voting system to be safely transportable; and
- 1107-A(15), 25 P.S. § 3031.7(15), requiring an electronic voting system to be designed so voters may readily understand how it is operated.

System Level Analysis examined the ES&S EVS 6000 voting system in terms of conducting an election. The Functional Examiner created election definitions using Electionware and populated the voting devices (ExpressVote XL - Tabulator, ExpressVote 2.1 - Ballot Marking Device and Tabulator, DS200 – Precinct Scanner, DS450 Central Count Scanner and DS850 Central Count Scanner) with election definitions using transport

media. Votes were captured and ballots were printed and tabulated via ExpressVote XL and ExpressVote 2.1 configured as tabulator. Ballots were marked manually as well as via the ExpressVote 2.1 in marking mode, then tabulated through the polling place DS200 scanner. All ballots (hand marked paper ballots, ExpressVote 2.1 in marking mode, ExpressVote 2.1 in tabulator mode, and ExpressVote XL) created were then tabulated through the DS450 and DS850. Tabulation results for ExpressVote 2.1 in Tabulator mode, ExpressVote XL, DS200, DS450 and DS850 were then processed into Electionware, write-in votes were adjudicated, and reports were generated with results for the election. The results reports were validated against the expected results of the voted ballots.

All components of the EVS 6000 system were exercised to verify that they meet all pertinent requirements of the Pennsylvania Election Code. The test cases were designed to ascertain compliance to the following sections of the Election Code:

- 1101-A, 25 P.S. § 3031.1, requiring an electronic voting system to provide for a permanent physical record of all votes cast;
- 1107-A(2), 25 P.S. § 3031.7(2), requiring an electronic voting system to permit voting on both candidates and ballot questions, according to the official ballot;
- 1107-A(3), 25 P.S. § 3031.7(3), requiring an electronic voting system to permit straight party voting, including the "Pennsylvania method" of straight party voting;
- 1107-A(4), 25 P.S. § 3031.7(4), requiring an electronic voting system to permit a voter to vote for candidates of all different parties, and write-in candidates;
- 1107-A(5), 25 P.S. § 3031.7(5), requiring an electronic voting system to permit a voter to enter write-in votes;
- 1107-A(6), 25 P.S. § 3031.7(6), requiring an electronic voting system to permit a voter to cast votes for candidates and ballot questions he or she is entitled to vote for, and prevents a voter from casting votes the voter is not entitled to vote on;
- 1107-A(7), 25 P.S. § 3031.7(7), requiring an electronic voting system to prevent over-votes;
- 1107-A(8), 25 P.S. § 3031.7(8), requiring an electronic voting system to prevent a person from casting more than one vote for a candidate or question, except where this type of cumulative voting is permitted by law;
- 1107-A(9), 25 P.S. § 3031.7(9), requiring an electronic voting system to permit

voters to vote in their own parties' primaries, and prevents them from voting in other parties' primaries, while also permitting voters to vote for any nonpartisan nomination or ballot question they are qualified to vote on; and

- 1107-A(10), 25 P.S. § 3031.7(10), requiring an electronic voting system that registers votes electronically to permit voters to change their votes up until taking the final step to register the vote, and for systems that use paper ballots or ballot cards, permits a voter to get a new ballot in the case of a spoiled ballot, and to mark and cancel the spoiled ballot;
- Parts of 1107-A(16), 25 P.S. § 3031.7(16), requiring an electronic voting system which provides for district-level tabulation to include (i) a public counter to register how many ballots are submitted to be counted; (iv) will not tabulate an over-vote, with an option to notify a voter of an over-vote if used during voting hours; and (v) generates a printed record that counters are set to zero before voting commences; and
- Parts of 1107-A(17), 25 P.S. § 3031.7(17), requiring an electronic voting system which provides for central-count tabulation to (ii) preclude tabulation of an over-vote; and (iii) indicate that counters are set to zero before processing ballots, either by district or with the capability to generate cumulative reports.

The Functional Examiner also used the System Level Testing to further evaluate the design and accuracy aspects of the system as required by Sections 1107-A(11) and (13), 25 P.S. §§ 3031.7(11) & (13), through his use at public demonstration, even though the requirements were already validated in the documentation review phase by reviewing EAC certification reports.

The Security/Penetration Analysis examined the voting system's compliance with the requirements of the Pennsylvania Election Code by analyzing physical security procedures and impoundment of ballots. Precinct tabulation devices were installed for delivery to the precinct, and the Functional Examiner analyzed the pertinent security procedures performed on each device to ascertain compliance to Section 1107-A(12), 25 P.S. § 3031.7(12), requiring an electronic voting system to provide acceptable ballot security procedures and impoundment of ballots to prevent tampering with or substitution of any ballots or ballot cards. The Functional Examiner also used the security analysis phase of testing to validate

compliance to parts of Sections 1107-A(16) and (17), 25 P.S. §§ 3031.7(16) & (17) that relate to system security.

The Privacy Analysis examined the voting system's compliance to Section 1107-A(1) of the Election Code, 25 P.S. § 3031.7(1), requiring that an electronic voting system provide for absolute secrecy of the vote, by analyzing how the polling place devices met the pertinent privacy requirements.

The Usability analysis evaluated the compliance of the voting system to Sections 1107-A(14) and (15), 25 P.S. §§ 3031.7(14) & (15). The results from the tests were used by the Functional Examiner to supplement his conclusions from the documentation review phase.

Accessibility Examination

The accessibility examination was designed to provide insight and information on each voting system's usability and accessibility, especially for voters with disabilities and for poll workers responsible for managing the system on Election Day. The Accessibility Examination included a team of three examiners with accessibility, usability and election process experience (collectively referred as "Accessibility Examiner"). The examination process was divided into three parts:

- **Expert review** by the Accessibility Examiner, using scenarios based on personas of people with disabilities from National Institute of Standards and Technology (NIST) and their professional experience.
- **Voters with disabilities** used the system voting a reasonable length PA ballot and completed a questionnaire about their experience. The Accessibility Examiner observed and made notes.
- **Election officials and poll workers tested the accessibility features** to evaluate how they would be activated during an election. They commented on the system based on their experience.

The testing team constructed a typical PA ballot, with a mix of contest types and variation in the number of candidates to be voted for each contest. The Accessibility Examiner conducted an expert review, observed 7 voters with disabilities, and worked with 10 poll workers in a guided review of the systems. Voters alternated between using the ExpressVote/DS200 and ExpressVote XL and some voters tried both systems.

Security Testing

The Security testing provided a means to assess the required security properties of the voting system under examination and ascertain compliance with the Pennsylvania Election Code requirements, including 25 P.S. §§ 3031.7(11), (12), (16), & (17). The security tests specifically addressed confidentiality, vote anonymity, integrity, availability, and auditability of the voting systems. The Security Examiner also conducted a vulnerability assessment and penetration testing against systems that were configured and secured in the same manner that would be used in a live election.

EVS 6021 Examination Approach

EVS 6021 is a release to correct the anomalies noted in EVS 6000 system. The examiners evaluated the changes submitted by ES&S and developed test protocols to validate the modifications to EVS 6000 to ensure that the fixes resolved the identified anomalies and that the modified system maintained compliance with all the Pennsylvania Election Code requirements.

Functional Examination

The Functional Examiner and Department agreed that the test approach must include Source Code Review, System Level Testing and Documentation review. Security/Penetration, Privacy and Usability analysis results were leveraged from the EVS 6000 examination since those aspects of the system remained unaffected by the isolated code changes made to the system.

Source code review was done to determine if there were any vulnerabilities that warranted additional testing. System Level Testing examined EVS 6021 in terms of conducting a general election and closed primary election. The election runs were to (a) test and confirm that the anomalies identified during EVS 6000 examination were remediated and (b) to perform regression testing of all components of the system. The election runs allowed the Functional Examiner to ascertain that compliance with the Election Code requirements determined during the System Level Testing of EVS 6000 is maintained in the new release. The Documentation review was conducted to ensure that the system documentation for EVS 6021 provided accurate validation procedures for verifying installation of correct system components.

Accessibility Examination

The Department of State in consultation with the Accessibility Examiner decided that the findings from EVS 6000 Accessibility Examination could be used for EVS 6021, since there were no hardware changes and the isolated code changes were for performance improvements and fixing the anomalies identified during EVS 6000 Functional Examination.

Security Testing

The Security Examiner evaluated the system changes, specifically the changes to the Electionware hardening scripts to confirm that the script changes would secure the Election Management installation further.

B. Examination Process and Procedures

The examination process and procedures followed for EVS 6000 and EVS 6021 examinations are listed in the below sections. The final determination in this report is based on the combined analysis of the results and conclusions from both examinations.

EVS 6000 Examination

Functional Examination

The public demonstration and functional examination portion commenced on June 25, 2018, at Room G24A/B of the Commonwealth Capitol Complex - Finance Building, 613 North Street, Harrisburg PA 17120. The test execution tasks took approximately two and one-half days. Members of the public were allowed as observers for the examination. The Functional Examiner performed System Level Testing, Security/Penetration Testing and Privacy and Usability Analysis during the examination. Source code and Documentation review were completed prior to the public examination at SLI lab facilities in Wheat Ridge, Colorado.

ES&S supplied all the hardware equipment required for the examination. All software and firmware necessary to perform the examination was received directly from the Voting System Test Laboratories (VSTL) that tested the voting system for EAC certification. The trusted build of the software and firmware for each device being evaluated were installed using the appropriate media for installation. The hash codes for all system components were captured using the process listed in the manufacturer's Technical Data Package (TDP) by the Functional Examiner with assistance from ES&S representative. The Functional Examiner further compared and confirmed that all the captured hash codes matched the hash codes for the EAC certified system executables before executing the test scripts.

The Functional Examiner created the election definition using Electionware and prepared the precinct tabulation device DS200, polling place vote capture devices ExpressVote XL and Express Vote 2.1 and central scanners DS450 and DS850 using transport media. The polling place was set up using ExpressVote XL, ExpressVote 2.1 Marker, ExpressVote 2.1 Tabulator and DS200. A primary and general election were then run using polling place devices and central scanners. Ballots were tabulated via the polling place tabulation devices and central scanners. Results were then tabulated using Electionware and validated against expected results.

Accessibility Examination

The accessibility examination portion commenced on June 25, 2018, at Room

G24A/B of the Commonwealth Capitol Complex - Finance Building, 613 North Street, Harrisburg, PA 17120. The examination lasted approximately three days followed by a debrief meeting on June 28, 2018 with DOS and CCD to discuss initial findings. The examination included expert review by the Accessibility Examiner, sessions with 3 poll worker groups from Dauphin County, PA, and sessions with 7 voters with disabilities using different assistive devices for voting. The voter sessions each took approximately an hour and the poll worker sessions took approximately 90 minutes each. ES&S supplied the hardware and supplies for the Accessibility Examination. The equipment was prepared for the examination by loading the required election definition using transport media. The Accessibility Examiner prepared voting scenarios for each voting session to allow comparison of results between each session. The scenarios were constructed to provide a structured opportunity to explore how the system works in all interaction modes, using:

- visual touch screen with default settings;
- visual touch screen with text size and contrast changes;
- audio and the tactile keypad;
- audio and the visual touch screen; and
- audio or visual display with the dual switch.

Both the ballot contents and the instructions for marking the ballot were designed to exercise different types of interactions (navigation in ballot, navigation in contest, undervotes, overvotes, straight party). The ballot included both very short contests, and those long enough to potentially fill more than one screen, even at the default text size.

Expert Review by Accessibility Examiner

The Accessibility Examiner used the same ballot and instructions to be used for voter and poll worker review, for their expert review, so they would be familiar with the interaction voters would experience.

Sessions with voters

The voter sessions all took about an hour. They included:

- An opening interview about their previous voting experience and the types of assistive technology they used in both daily life and in voting.
- Orientation to the system with an opportunity for voters to ask questions about any assistive technology available. For example, one participant asked if she would be able to use her own audio to connect directly to her hearing aids.
- Voting a ballot, following instructions given verbally by the Accessibility Examiner. Voters were encouraged to give feedback as they went through the ballot. The Accessibility Examiner and the voters discussed any feedback and questions that occurred during the voting sessions and re-evaluated any findings as necessary.
- A closing interview about their reactions to the experience of using the voting system.

Sessions with poll worker groups

The sessions took 60-90 minutes, depending on how many people were in each group. The session included:

- A brief orientation to the voting system and the access features, similar to the way a poll worker trainer might introduce the system.
- The poll workers each then marked a ballot, tried out the access features if they wanted, and were given an opportunity to read the “During Election Day” instructions provided with the system
- The Accessibility Examiner presented them with 6 scenarios of different access needs and asked them to help set up the system for one of the facilitators acting as the voter in each of the scenarios.

The Accessibility Examiner took notes about aspects of the system that worked well and problems they encountered during all three phases of the examination. The issues were then categorized based on their impact on a voter’s ability to vote independently and

privately.

- **Positives** – things that voters mentioned as meeting or exceeding their expectations
- **Annoyances** – things voters mentioned as problems, but which did not significantly slow their progress in marking their ballot
- **Problem solving** – instances where voters had to pause to figure out how to complete an action or task, but were able to do so on their own, by exploring the system or relying on past experience with technology
- **Needs assistance** - problems that could only be solved with help, such as instructions or assistance from a poll worker
- **Show stoppers** - problems that could prevent successful independent and private voting, even with good knowledge about how to use the system and accessibility features

The Accessibility Examiner then compiled the findings including categorizations from the examination into a report submitted to the Secretary.

Security Testing

The Security Testing was done at SLI lab facilities in Wheat Ridge, Colorado. The Security Examiner received the hardware devices from ES&S and the software and firmware was obtained from the Voting System Test Lab (VSTL) which tested the system for EAC certification testing. The Examiner installed the Trusted Build prior to the evaluation using the appropriate media for installation. The Security Testing is comprised of a series of test suites which are utilized for verifying that a voting system will correspond to applicable security requirements within the Pennsylvania Election Code. The Security Examiner evaluated each component of the EVS 6000 system and the system as a whole for interactions between components. These test suites covered areas of confidentiality, vote anonymity, integrity, availability, and auditability of the voting systems.

The requirements associated to each area of testing were applied to the EVS 6000 system in the following manner. The Security Examiner did a review of the EAC testing reports of the system and also executed tests for a cross section of VVSG 2005 requirements to reconfirm compliance. The Security Examiner then designed tests that included in depth verification and validation of reports, audit logs and physical access controls for each of the components of the voting system. The physical security examination included security seals, lock/key combinations, measures for collection of voting in the event of an extended power outage, ballot box and system access points. Tests were done to ensure that election results, media used, reports and audit logs were protected from attempts to decrypt, manipulate or corrupt election data. The Security Examiner also created a vulnerability assessment and performed penetration testing of the EVS 6000 system.

ES&S EVS 6021 examination

Functional Examination

The follow-up examination commenced on September 25, 2018, at SLI Global Solutions facility, 4720 Independence Street, Wheat Ridge, Colorado, and was observed by Department staff in a conference room in BCEL, 210 North Office Building, 401 North Street, Harrisburg, Pennsylvania via web conference. ES&S supplied all the hardware equipment required for the examination. All software and firmware necessary to perform the examination was received directly from the VSTL that tested the voting system for EAC certification. The Functional Examiner installed and/or verified the Trusted Build for each system component. A primary and general election were then run using ExpressVote XL, ExpressVote 2.1 (Marker and Tabulator), DS200, DS450 and DS850. Results were then tabulated and validated against expected results. The Functional Examiner performed the Source Code and Documentation Review before the witnessed examination.

Security Testing

The follow-up Security testing verified the changes to the documentation for appropriately hardening the Electionware EMS for secure installation.

C. Examination Results

EVS 60000 Functional Examination

On July 16, 2018, the Functional Examiner issued his draft report for the testing of EVS 6000 with a recommendation that the system was not in compliance with Sections 1107-A(3) and (13) of the Pennsylvania Election Code, 25 P.S. §§ 3031.7(3) & (13). The report noted the following concerns for PA method implementation:

- 1) On the ExpressVote XL, when voting a straight party ballot and the voter modified a straight party contest that was a “vote for no more than N” and has “N” candidates for the selected party, with a write-in candidate, the voter was incorrectly notified that they were attempting to overvote. In fact, following the PA method implementation, the “N” straight party selected candidates should have been deselected and the voter should have been able to proceed with the write-in.
- 2) On the ExpressVote 2.1, in the general election, an issue was encountered when voting a straight party ballot and the voter modified a straight party contest that was a “vote for no more than N” and had less than “N” candidates for the selected party. In this scenario, the ExpressVote 2.1 continuously instantiated the PA method any time when the marks on the ballot were the same candidate selections as the straight party selection, irrespective of whether it was the first time a selection was made in the contest after straight party voting or not.

The Functional Examiner noted that the test results were not as expected for the tests executed to verify compliance to Section 1107-A(3), 25 P.S. § 3031.7(13); since an issue was encountered when a general election ballot was scanned through the ExpressVote XL but scanned at an unexpected orientation such that the implemented image area capture parameters were too tight and that Electionware was unable to parse two write-ins from the ballot image, so those write-ins could not be adjudicated.

The Functional Examiner also noted that the EVS 6000 system TDP needed to be

updated to provide accurate validation procedures for verifying installation of correct system components. The EVS 6000 documentation did not accurately reflect system verification procedures for ExpressVote 2.1.

The Functional Examiner's report indicated successful completion of tests executed to ascertain compliance to all other requirements mandated by the Pennsylvania Election Code. The Examiner report for EVS 6000 (Test Report – PES-002-FTR-01) included details of the test cases, execution and successful completion. The following section is a summary of the results of the examination as set forth in fuller detail in the Examiner's Report.

1. Source Code Review

Source Code Review for EVS 6000 was performed, with a focus on determining whether any vulnerabilities could be found. The Functional Examiner reported that the code review was completed with no identified malicious software, cryptographic software, process control or password management vulnerabilities. The Examiner concluded that no deficiencies were found during source code review.

2. Documentation Review

The Documentation Review testing performed by the Functional Examiner demonstrates that the EVS 6000 meets the relevant requirements of the Pennsylvania Election Code. The Examiner reviewed the "Test Report for EAC 2005 VVSG Certification Testing of ES&S EVS 6.0.0.0 Voting System" (report number ESS-7001-CTR-01).

The review of the EAC test reports by the Functional Examiner and the EAC certifications submitted by ES&S satisfy the requirements of Section 1105-A(a) of the Election Code, 25 P.S. § 3031.5(a): requiring that an electronic voting system has been examined and approved by a federally recognized independent testing authority (ITA), or VSTL as such authorities are now called, as meeting the applicable performance and test standards established by the federal government.

Functional Examiner concluded that the design requirements of Sections 1107-A(11) and (14) of the Pennsylvania Election Code, 25 P.S. §§ 3031.7(11) & (14), are met by the combination of EAC hardware Non-Operating Environmental Tests, which included bench handling, vibration, low temperature, high temperature, humidity and product safety tests. The system accuracy testing during EAC certification testing provided confirmation of system accuracy as required by Section 1107-A(11) of the Pennsylvania Election Code, 25 P.S. § 3031.7(11).

The system summative usability test reports were accepted by the EAC as part of the Federal Certification. This, along with the Functional Examiner's use of the system, demonstrates that the system can be readily learned and hence satisfied the usability requirement of Section 1107-A(15) of the Pennsylvania Election Code, 25 P.S. § 3031.7(15).

3. System Level Testing

As set forth in the examination approach, System Level Testing was divided into two separate tests, a closed primary election and a general election. The ballots defined had contests with voting variations supported in Pennsylvania.

A closed primary election consisting of two parties (Republican, Democratic), three precincts, and 16 contests (14 partisan contests and 2 referendums - 8 "Vote for One", 1 "Vote for no more than Two", 3 "Vote for no more than Three", 1 "Vote for no more than Four" and 1 "Vote for no more than Fifteen") was run utilizing Electionware, ExpressVote 2.1, ExpressVote XL, DS200, DS450 and DS850. Referendum contests were added to test the generation of non-partisan ballots. The Functional Examiner validated compliance of the system to Sections 1101-A and 1107-A(2), (5)-(11), 25 P.S. §§ 3031.1, 3031.7(2), (5)-(11). No issues or anomalies were experienced during these tests, and the objective criteria established in the test protocols were met.

A general election consisting of four parties (Republican, Democratic, Green and Libertarian), three precincts (one of which was a split precinct), and 16 contests (13 partisan contests, 1 non-partisan and 2 retention contests, 9 "Vote for One", 1 "Vote for no more

than Two”, 3 “Vote for no more than Three”, and 1 “Vote for no more than Fifteen”) was run utilizing Electionware, ExpressVote 2.1, ExpressVote XL, DS200, DS450 and DS850. The Functional Examiner examined the compliance of the system to Sections 1101-A and 1107-A(2)-(8), (10)-(11) and (13), 25 P.S. §§ 3031.1, 3031.7(2)-(8), (10)-(11) & (13).

The Functional Examiner included test cases to validate Sections 1107-A(16) and (17), 25 P.S. §§ 3031.7(16) & (17), that mandate voting systems to generate zero proof reports and correctly handle over-votes during the election runs. The remainder of the requirements of 25 P.S. §§ 3031.7(16) and (17) were validated by the Functional Examiner during the Security/Penetration Analysis.

Election definitions for both primary and general elections were created within Electionware, and transport media was created to populate ExpressVote 2.1, ExpressVote XL, DS200, DS450 and DS850. Polls were opened and ballots were marked manually, as well as electronically via the ExpressVote 2.1 in Marking mode, then tabulated through the polling place DS200 scanner. Ballots were marked and tabulated utilizing the polling place ExpressVote 2.1 in Tabulator mode and the ExpressVote XL devices. All ballots (hand marked, ExpressVote 2.1 in Marking mode, ExpressVote 2.1 in Tabulator mode, and ExpressVote XL) created were then tabulated through the DS450 and DS850. Thus, each ballot was tabulated three times.

The Functional Examiner used English and Spanish ballots for the test. Reports were generated after closing polls and results were validated against expected results. Each specific hardware and software component was tested for compliance with the required sections of the Election Code.

The EVS 6000 is a paper-based system and paper ballots provide a permanent physical record of each vote cast adhering to Section 1101-A, 25 P.S. § 3031.1. Hand marked paper ballots and ExpressVote 2.1 in marker mode allow voters to use the precinct scanner DS200 for tabulation. ExpressVote 2.1 in tabulator mode and ExpressVote XL create a paper ballot based on a voter’s selections, which is tabulated when the voter affirms that he/she is ready to cast a vote.

The primary and general election definitions were created using Electionware and loaded to polling place devices and central scanners, which provided assurance that the system can perform ballot creation activities. The Functional Examiner successfully added contests including straight party, parties, choices, precincts, districts, ballot styles, referendum questions and retention contests with appropriate candidates and choices. The ExpressVote 2.1 (marker and tabulator), ExpressVote XL and DS200 components of the EVS 6000 successfully permitted votes for "1 of 1," "N of M," and "Question" contests for a standard and ADA voting session. The Functional Examiner also exercised a straight party vote to confirm that all appropriate candidates were selected. The Functional Examiner thus concluded that the system is in compliance with Section 1107-A(2), 25 P.S. § 3031.7(2).

Each of the applicable components of EVS 6000 allowed the test voter to cast a write-in vote and demonstrated compliance with Section 1107-A(5), 25 P.S. § 3031.7(5).

EVS 6000 meets the requirements for Section 1107-A(6), 25 P.S. § 3031.7(6), because the test voters cast votes on different ballot styles for candidates and questions and the ExpressVote 2.1 and ExpressVote XL displayed only contests for which the voter was entitled to vote.

The system's compliance to Section 1107-A(7), 25 P.S. § 3031.7(7), was demonstrated since DS200 has the capability to indicate overvotes for any office and the voter has the ability to either spoil the ballot or cast the ballot with overvotes if the voter decides to do so. ExpressVote XL and ExpressVote 2.1 (marker and tabulator) did not allow overvotes. The Functional Examiner also noted that the system allowed undervotes, but warned the user about the undervote when configured to do so.

The successful validation of the election results shows that central scanners DS450 and DS850, as well as precinct tabulator DS200, include the capability to reject all choices recorded on the ballot for an office or question if the number of choices exceeds the number for which the voter is entitled to vote, adhering to Section 1107-A(8), 25 P.S. § 3031.7(8).

The EVS 6000 complies with Section 1107-A(9), 25 P.S. § 3031.7(9), because test

voters in the closed primary election were only able to vote for referendum questions and candidates seeking the nomination of their party.

Adherence to Section 1107-A(10), 25 P.S. § 3031.7(10), was demonstrated for both ADA and standard voting sessions. ExpressVote 2.1 and ExpressVote XL allowed the voters to review their ballots before printing for tabulation on DS200 or central scanners DS450 or DS850. The Functional Examiner attempted to change votes on ExpressVote 2.1 and ExpressVote XL for candidates within the contest, as well as after leaving the contest and then returning to other contests and while reviewing the summary screen. The tests demonstrated that ExpressVote and ExpressVote XL allowed changing the selections until the voter decides to print or cast the ballot. The DS200 precinct scanner of EVS 6000 provides the voter with a caution message when the ballot contains potential errors, such as the presence of overvotes or undervotes. The voter is also presented an error report on the screen when the tabulator detects potential errors. The voter can either decide to affirm their intent by casting the ballot, or they can spoil the ballot and fill out another ballot.

Accuracy requirements of 1107-A(11), 25 P.S. § 3031.7(11), that were ascertained by reviewing EAC test reports were further validated by the successful tabulation and validation of the primary and general elections run by the Functional Examiner.

The Functional Examiner validated via test cases during the primary and general election that the tabulating devices DS200, DS450 and DS850 generated zero proof reports only before ballots were cast, the system rejected all votes for the contest in an overvote situation, and produced a results report when appropriately configured as required under Sections 1107-A(16) and (17), 25 P.S. §§ 3031.7(16) & (17). The Functional Examiner confirmed that the zero-proof report cannot be generated on demand after a ballot is cast.

Ballots were marked by hand including write-in votes during the general election to examine the system's ability to properly enact the PA method. The DS200, DS450 and DS850 demonstrated compliance to Sections 1107-A(3) and (4), 25 P.S. §§ 3031.7(3) & (4), by appropriately tabulating the votes. The Functional Examiner identified anomalies in the

implementation of the PA Method on ExpressVote 2.1 and Expressvote XL.

The voting variations used for the examination included write-in votes to ensure that all components of the system will identify the appropriate write-ins and allow the election official to tabulate all cast votes, including write-in votes. On the ExpressVote XL and Electionware, an issue was encountered when a ballot was scanned through the XL but scanned at an unexpected orientation such that the implemented image area capture parameters were too tight; consequently, the Electionware was unable to parse two write-in votes from the ballot image, so the votes could not be adjudicated. The Functional Examiner hence concluded that EVS 6000 did not comply to Section 1107-A(13), 25 P.S. § 3031.7(13).

4. Security/Penetration Analysis

The Functional Examiner adopted a strategy to review each pertinent requirement for this test individually and then created test cases to address it in either in a documentation review, a functional test, or both.

Precinct tabulation devices and ballot marking devices were configured for delivery to a polling place from warehouse including all seals and locks recommended by the manufacturer. The central scanners were configured for operation in a county office. The devices were inspected for the ability to be tampered with: the inspection examined ports, outer case and memory devices to confirm that they are all secure and the locks and seals are tamper proof and evident. The Functional Examiner also examined the components of the EVS 6000 system for password management of administrative functions and ensured that the system counter could not be reset by unauthorized persons. In addition, the Functional Examiner also reviewed “ES&S System Security Specification” document for ballot security procedures at the polling place and central location to ensure that the manufacturer recommended the required steps for configuring the EVS 6000 securely for the election. Based on the tests, the Functional Examiner concluded that that the system complies to Section 1107-A(12), 25 P.S. § 3031.7(12).

The Functional Examiner included test cases during the Security/Penetration analysis phase of the testing to evaluate the security requirements mandated by Sections 1107-A(16) and (17), 25 P.S. §§ 3031.7(16) & (17). The Functional Examiner validated that the tabulation devices ExpressVote XL, ExpressVote 2.1 (tabulator) and DS200 had a visible public counter and the system prevented authorized and unauthorized users any access to vote data while polls are open. Tests were completed to determine that USB ports do not allow any data or information to be transferred to the ExpressVote XL, ExpressVote 2.1 (tabulator) and DS200 and no maintenance, poll worker or administrative modes allow tampering with the tabulating element. The system did not allow polls to be opened without running a zeroproof report and the content of the report showed that all candidate positions, each question and the public counter were all set to zero. The functionality of the system to generate the close of polls report was verified and the report contents were analyzed to ensure that it contained the total number of ballots tabulated and total number of votes for each candidate and question on the ballot. Based on the above tests and the test cases executed while running the elections, the Functional Examiner concluded that EVS 6000 complies with all requirements mandated by 25 P.S. §§ 3031.7(16) and (17).

5. Privacy Analysis

The Functional Examiner reviewed and inspected the privacy aspects of EVS 6000 system to determine compliance with Section 1101-A(1) of the Election Code, 25 P.S. § 3031.7(1). The Functional Examiner determined that the components of the system used at the polling place comply with 25 P.S. § 3031.7(1) by review of system documentation and physical inspection. Central scanners were physically examined by the Functional Examiner for adequate visual secrecy. The Functional Examiner also verified that no voter data, including stored ballot images are tied back to any specific voter in a manner that would compromise voter secrecy.

6. Usability Analysis

The Functional Examiner determined that EVS 6000 demonstrated compliance with the usability requirements of Section 1107-A(14) and (15) of the Election Code, 25 P.S. §§

3031.7(14) & (15), by reviewing appropriate EAC certification reports and from his experience of using all the functionalities of the system during the examination.

EVS 60000 Accessibility Examination

The tests included examiner review, sessions with voters and poll workers. A summary of the test details and findings is discussed in this section.

Examiner Review

The Accessibility Examiner conducted a review of the voting system under examination prior to sessions with voters and poll workers. The Accessibility Examination team included both accessibility and usability expertise to ensure background and knowledge of the issues for accessible voting. The Accessibility Examiner had experience working with people with a wide variety of disabilities and their impact on daily life, knowledge of the range and use of assistive technologies that voters with disabilities might rely on for access, experience conducting usability evaluations with voters, and strong knowledge of best practices and design principles for digital technology and voting systems. The expert review by the Accessibility Examiner gave a chance to make sure they understand how the system and accessibility features work and to note anything that could inform preparation for other testing.

Voter Sessions

The following voter population was represented in the test sessions:

- 2 blind from birth
- 1 acquired blindness
- 1 very low vision
- 1 low vision + hard of hearing using a personal assistive device
- 1 cognitive disability
- 1 limited mobility ESL speaker (also a non-voter because not yet a citizen).

Age Ranges: 35 thru 70. All but one (a 70-year old) were in the 35-60 year-old age range.

Counties: Allegheny, Bucks, Cumberland, Dauphin, and Philadelphia

The voters had a range of voting habits. One was a non-voter. One last voted in the 2016 Presidential election. Two last voted in November 2017, and three who voted in the May 2018 Primary.

Poll worker Sessions

Poll workers were invited to come in teams. We had three sessions with poll worker teams of 2, 3, and 5 for a total of 10 people. These poll workers:

- were from Dauphin county
- had between one and twenty-four years of experience and included one election judge
- had limited experience serving voters with disabilities

The examiner compiled the findings from the examiner review, voter sessions and poll worker sessions into positives, annoyances, problem solving, needs assistance and show stoppers.

This section depicts the summarized findings of the most significant issues identified, and the Accessibility Examiner's analysis and recommendations. Attachment B of this document lists these issues in fuller detail and also describes all the observations from the Accessibility Examination.

Automatic selection and deselection and accompanying audio navigation- Some voters using audio ballots were confused by the automatic selection and deselection that is part of the straight party voting. The Accessibility Examiner noted that the audio ballot did not announce all deselections and deselections may not always be visible on screen if the contest has a long list of candidates. The Accessibility Examiner noted that in some cases this issue may lead to voters casting ballots without knowing all their choices. The problem was exacerbated by the inability

of a blind voter to successfully validate the printed ballot on the ballot viewing window on ExpressVote XL. The Accessibility Examiner also noted that the system doesn't allow deselecting all candidates in a contest, if there is an eligible candidate selected by straight party vote. Due to the confusion in selection/deselection, the voters using audio ballot were not able to perceive and understand the system behavior, leading voters into time-consuming problem solving that takes away from their primary task of voting and may lead to requesting assistance. The Accessibility Examiner noted that even though the voting systems must legally comply with the PA method of straight party voting, the interaction should fully inform the voter of what happened including number and names of the candidates being selected/deselected on screen as well as audio ballot.

Inconsistency in navigation - In both the visual and audio navigation, there were enough small problems of inconsistency or poor instructions to create a cumulative effect. This issue is most serious for voters using the audio ballot without the visual display. Every participant had at least one problem, despite relatively high election knowledge and digital experience, suggesting that the issue would be more severe for voters without these personal resources to help them understand what it is happening. This may cause the need to ask for assistance. The Accessibility Examiner recommended that all instructions must be reviewed thoroughly and have consistent language without unnecessarily repetitive instruction.

Verification is possible, but challenging – The Accessibility Examiner tested whether verification can be part of the normal course of voting for voters with disabilities and noted the results for both ExpressVote 2.1 and ExpressVote XL.

ExpressVote 2.1 – If configured as marker (without tabulation) the system ejects the ballot after printing and the ballot can be scanned in the DS200 to complete the voting process. This allows voters to review the paper ballot and also makes it possible to use personal devices like magnifiers or text readers to read the paper ballot. The ballot also can be reinserted into the ExpressVote 2.1 for review. The review by reinserting the ballot did not read back the write-in options to the voter. The Accessibility Examiner also suggested that the verification may require the ballots to be moved to a stable surface for review using magnifiers or text readers. The

examiner also noted that removing the ballot from the ExpressVote 2.1 system requires some force and some voters may require assistance.

ExpressVote XL – allows the voter to validate the paper ballot thru a glass window before casting. The Accessibility Examiner noted that this presents a problem for verification for users especially who require personal assistive devices for verification.

Despite these challenges, it is the opinion of the voters and experts that these systems are much more useable and accessible than the current ADA voting systems used in Pennsylvania and allowed most voters to vote independently.

EVS 60000 Security Examination

As mentioned in the Examination Approach section of this document, the Security Examiner defined the Security Testing to be comprised of a series of test suites which are utilized for verifying that a voting system will correspond to applicable security requirements within the Pennsylvania Election Code. The examiner analyzed the test results and summarized any identified deficiencies into 4 major categories documentation, source code, hardware, and functional. The Security Examiner then evaluated the physical security, software hardening and existing system controls in place prior to identifying items that require remediation before the system is certified for use in Pennsylvania. The examiner also provided recommendations on secure implementation and deployment.

EVS 6021 Examination Results

EVS 6021 Functional Examination

As identified in the test approach section of this document the follow-up examination of EVS 6021 included Source Code Review, Documentation Review and System Level Testing.

1. Source Code Review

A Source Code Review for the code modifications for EVS 6021 was performed,

with a focus on determining whether any vulnerabilities could be found. It was concluded that the code review was completed with no malicious software, cryptographic software, process control or password management vulnerabilities being found. The Functional Examiner concluded that no deficiencies were found during source code review.

2. Documentation Review

The Functional Examiner reviewed ES&S submitted documentation for system validation procedures. The Functional Examiner concluded that system documentation was updated to provide accurate procedures for verifying installation of correct system components on the ExpressVote 2.1.

3. System Level Testing

The System Level Testing was divided into two tests, a primary election and general election. The Functional Examiner included test cases to specifically test the PA method anomalies identified during EVS 6000 testing as part of the general election.

A closed primary election consisting of two parties (Republican, Democratic), three precincts, and 16 contests (14 partisan contests and 2 referendums - 8 "Vote for One", 1 "Vote for no more than Two", 3 "Vote for no more than Three", 1 "Vote for no more than Four" and 1 "Vote for no more than Fifteen") was run utilizing Electionware, ExpressVote 2.1, ExpressVote XL, DS200, DS450 and DS850. Referendum contests were added to test the generation of non-partisan ballots. The Functional Examiner validated compliance of the system to Sections 1101-A and 1107-A(2), (5)-(11) and (13), 25 P.S. §§ 3031.1, 3031.7(2), (5)-(11) & (13). No issues or anomalies were experienced during these tests, and the objective criteria established in the test protocols were met.

A general election consisting of four parties (Republican, Democratic, Green and Libertarian), three precincts (one of which was a split precinct), and 16 contests (13 partisan contests, 1 non-partisan and 2 retention referendum, 9 "Vote for One", 1 "Vote for no more than Two", 3 "Vote for no more than Three", and 1 "Vote for no more than Fifteen") was run utilizing Electionware, ExpressVote 2.1, ExpressVote XL, DS200, DS450 and DS850.

The Functional Examiner examined the compliance of the system to Sections 1101-A and 1107-A(2)-(8), (10)-(11) and (13), 25 P.S. §§ 3031.1, 3031.7(2)-(8), (10)-(11) & (13).

The Functional Examiner created election definitions and executed appropriate test cases on all components of EVS 6021 to ensure that the modified system satisfies all requirements of the Pennsylvania Election Code. The Functional Examiner used English and Spanish ballots for the test. Reports were generated after closing polls and results were validated against expected results. Each specific hardware and software component was tested for compliance with the required sections of the Election Code.

Ballots were marked on ExpressVote XL and ExpressVote 2.1 to examine the system's ability to properly effectuate the PA method of straight party voting. The test cases included different voting patterns that selected either a candidate from the same political party, a different political party or a write in when the contest had a full slate of candidates or less than full slate of candidates. The issue found on ExpressVote 2.1 and ExpressVote XL during Examination of EVS 6.0.0.0, were verified to be resolved. The votes were tabulated accurately following the PA method rules. The Functional Examiner concluded that the EVS 6021 complies with Section 1107-A(3), 25 P.S. § 3031.7(3), since the components ExpressVoteXL, ExpressVote 2.1, DS20, DS 450 and DS 850 all handled the PA method test cases done as part of the general election test appropriately.

The issue found during the examination of EVS 6.0.0.0, on the ExpressVote XL and Electionware, when a ballot was scanned through the XL but scanned at an unexpected orientation such that the implemented image area capture parameters were too tight, that Electionware was unable to parse two write-ins from the ballot image, so could not be adjudicated, was verified to be resolved. To validate this, the Functional Examiner imported the scanned ballot data from the EVS 6000 to EVS 6021 Electionware and the write-ins were visible to be adjudicated appropriately.

The Functional Examiner confirmed with appropriate test cases and voting patterns that EVS 6021 maintains compliance to Sections 1101-A and 1107-A(2), (4)-(11) and (16)-

(17), 25 P.S. §§ 3031.1, 3031.7(2), (4)-(11), & (16)-(17), via tests cases in a similar manner as done during the EVS 6021 examination.

The Functional Examiner also noted that the paper ballots will allow statistical recounts as required by Sections 1117-A, 25 P.S. § 3031.17.

EVS 6021 was certified by EAC on November 12, 2018, and hence complies with Section 1105-A(a) of the Election Code, 25 P.S. § 3031.5(a), which requires that a voting system must be examined and approved by a federally recognized independent testing authority (ITA), or VSTL as such authorities are now called. The final EAC certification scope is added to this report as Attachment A.

Additional Security/Penetration Analysis, Privacy and Usability results were not conducted during the EVS 6021 examination since the test cases validated during these tests were not affected by the isolated modification done to the OVI-VC to adequately handle the PA method.

The Functional Examiner identified that the following within Article XI-A of the Pennsylvania Election Code, Sections 1101-A to 1122-A, 25 P.S. §§ 3031.1 – 3031.22. are not applicable to the current examination, as each deal with non-functional testing aspects of acquisition, and use and maintenance aspects of a voting system:

- 25 P.S. § 3031.2;
- 25 P.S. § 3031.3;
- 25 P.S. § 3031.4;
- 25 P.S. § 3031.6;
- 25 P.S. § 3031.8;
- 25 P.S. § 3031.9;
- 25 P.S. § 3031.10;
- 25 P.S. § 3031.11;
- 25 P.S. § 3031.12;
- 25 P.S. § 3031.13;
- 25 P.S. § 3031.14;
- 25 P.S. § 3031.15;
- 25 P.S. § 3031.16;
- 25 P.S. § 3031.18;
- 25 P.S. § 3031.19;

- 25 P.S. § 3031.20;
- 25 P.S. § 3031.21; and
- 25 P.S. § 3031.22.

After all the testing activities, the Examiners and Department concluded that the EVS 6021 demonstrates compliance with all requirements as delineated in Article XI-A of the Pennsylvania Election Code, Sections 1101-A to 1122-A, 25 P.S. §§ 3031.1 – 3031.22. The conclusion was drawn based on the examination of EVS 6021 in conjunction with the EVS 6000 examination.

D. Observations

During the examination, and in the review of documentation, the Examiner and/or Department staff noted the following observations:

1. The ExpressVote XL and ExpressVote 2.1 doesn't intuitively allow a voter to deselect all candidates after straight party voting if there is an eligible candidate selected by straight party vote. This will make it difficult for a voter to vote for no candidate in a contest after voting straight party. The system presents the voter with a pop-up message suggesting that the voter cannot deselect all candidates when using the straight party option to mark the ballot. The voter must undo their straight party selection and mark individual contests if they intend to cast a "no vote" in a contest.
2. The system presented for examination had undervote warnings turned on for straight party contest on ExpressVote XL and ExpressVote 2.1. This may make the voter believe that there is a need to make a selection in that contest.
3. ES&S EVS 6021 does not support cumulative voting.
4. The system allows a configuration on ExpressVote 2.1 as tabulator where the voter can proceed to cast a vote without reviewing the paper ballot. If the system is configured to do so, the voter after reviewing the ballot on the ExpressVote 2.1 screen, can cast the ballot. With this configuration, the voter doesn't have the opportunity to verify the paper ballot before casting the vote.

5. The ExpressVote XL can be configured without the vote summary and review screen.

6. The Functional Examiner noted that ExpressVote XL must be configured to print terminal level reports to be compliant with the requirements mandated by 25 P.S. § 3031.7(16) when only one device is used at a polling place.

7. The configuration of the system complying with the Pennsylvania Election Code requirements including the PA method will require the use of appropriate selections of configurable parameters.

8. The USB devices and other portable media used with the voting system components need to be reformatted or replaced with new media before every Election use. The vendor recommendations only suggest a reformat, but doesn't specify that it needs to be a full reformat.

IV. Conditions for Certification

Given the results of the examination that occurred in June and September 2018, and the findings of the Examiners as set forth in his reports, **the Secretary of the Commonwealth certifies the EVS 6021 subject to the following conditions:**

A. Pennsylvania counties using the EVS 6021 must comply with the Directive Concerning the Use, Implementation and Operations of Electronic Voting Systems by the County Boards of Elections issued by the Secretary of the Commonwealth on June 9, 2011, and any future revisions or directives. In particular, Pennsylvania counties must adhere to item four (4) of the directive when setting up and positioning the ExpressVote 2.1 and ExpressVote XL in the polling place to assure compliance with the constitutional and statutory requirements that secrecy in voting be preserved (*see* Pa. Const Art. VII § 4; and Section 1107-A(1) of the Election Code, 25 P.S. § 3031.7(1)).

B. No components of the EVS 6021 shall be connected to any modem or network interface, including the Internet, at any time, except when a standalone local area wired

network configuration in which all connected devices are certified voting system components. Transmission of unofficial results can be accomplished by writing results to media, and moving the media to a different computer that may be connected to a network. Any wireless access points in the district components of EVS 6021, including wireless LAN cards, network adapters, etc. must be uninstalled or disabled prior to delivery or upon delivery of the voting equipment to a county board of elections.

C. Because EVS 6021 is a paper-based system, counties using the EVS 6021 must comply at a minimum with Section 1117-A of the Election Code, 25 P.S. § 3031.17, that requires a "statistical recount of a random sample of ballots after each election using manual, mechanical or electronic devices of a type different than those used for the specific election." This audit must be conducted via a manual count of the voter marked paper ballots exclusively. Counties must include in the sample ballots such samples as may be marked by ADA compliant components. Counties are advised to consult the Directive Concerning the Use, Implementation and Operations of Electronic Voting Systems by the County Boards of Elections issued by the Secretary of the Commonwealth on June 9, 2011 and any future revisions or directives that may apply to audits of electronic voting systems.

D. All jurisdictions implementing the EVS 6021 need to carry out a full Logic and Accuracy test on each device without fail and maintain evidence of Logic and Accuracy (L&A) testing in accordance with the statutory requirements for pre-election and post-election testing. The Department does not recommend automated L&A testing, and discourages the use of preprinted ballots provided by vendors. All components being used on election day, including any Electronic Poll Books being used, must be part of the L&A testing. Counties must ensure that the L&A test cases include all applicable scenarios of PA straight party method identified in Attachment C to the Directive for electronic voting systems published by BCEL on September 11, 2017.

E. EVS 6021 is a paper-based system, and hence, implementation of the system for precinct or central count scanning is scalable. Jurisdictions should calculate the number of voting booths necessary to accommodate the number of registered voters in a precinct to

avoid long lines. Jurisdictions must include the ExpressVote 2.1 or ExpressVote XL as an ADA compliant device in configuring a precinct polling place. Jurisdictions must also take into consideration the ballot box capacities on polling place components when deciding on the number of voting booths. Jurisdictions must also take into consideration that ExpressVote XL and ExpressVote 2.1 as a tabulator requires the ballot bin to be changed or emptied after about 300 ballots. For DS200 ballot box capacities, jurisdictions can refer to DS200 operators guide from ES&S.

F. All jurisdictions implementing the EVS 6021 must implement administrative safeguards and proper chain of custody to facilitate the safety and security of electronic systems pursuant to the Guidance on electronic Voting System Preparation and Security, September 2016.

G. Jurisdictions implementing the EVS 6021 with the Central Count Tabulator as the primary system where votes are counted only at the central counting location using central scanners, must comply with Section 301(a) of Help America Vote Act of 2002. The mandate requires counties using central count paper-based systems to develop voting system specific voter education programs that inform voters of the effect of over voting, and instruct voters on how to correct a ballot before it is cast, including instructions on obtaining a replacement ballot. Additionally, the mandate requires that the central count voting system must be designed to preserve voter confidentiality.

H. All jurisdictions implementing the EVS 6021 must ensure that no default passwords are used on any devices and that all passwords are complex and secured. Counties must implement an audit process to review and ensure that no default passwords are used upon equipment install/reinstall and routinely change passwords (at least once prior to preparing for each primary and election) to avoid any password compromise. The passwords and permissions management must at a minimum comply to the password requirements outlined in NIST 800-63. This publication can be accessed at <https://pages.nist.gov/800-63-3/sp800-63-3.html>

I. All jurisdictions implementing EVS 6021 must configure the polling place components of the voting system to notify voters when they attempt to cast overvotes. The

DS200 tabulation device options must be set to “Query Voter Preference” for overvoted hand marked paper ballot. This is to ensure that the system implementation adheres to the requirement of notifying the voter of overvotes as mandated by 25 P.S. § 3031.7(16).

J. All jurisdictions implementing EVS 6021 must work with ES&S to ensure that only the certified system configuration is installed on purchase or anytime a system component is replaced or upgraded. Jurisdictions must as part of their user acceptance test verify the implementation to ensure that the components, software and firmware belong to the certified system. Jurisdictions must also perform a trusted build validation as part of the election preparation activities and post-election canvass activities utilizing the vendor supplied methods of validation and verification of voting system integrity. A sample format that can be used for the attestation is added Attachment C to this document.

K. ExpressVote 1.0 and ExpressTouch devices are not certified for use in Pennsylvania with EVS 6021. These devices were not presented to the Secretary for certification by ES&S.

L. Jurisdictions can make use of the Electionware adjudication functionality to adjudicate write-ins and evaluate questionable ballots, contests or selections to determine voter intent. Any decisions made during review of the ballot must be agreed upon by a team of at least two reviewers authorized by the election official. The election official can also consult the paper ballot to assist with determinations made during adjudication. In the event of a recount, the voter verified paper ballots must be used for the count.

M. Jurisdictions implementing EVS 6021 must work with ES&S to ensure that the implemented configuration is capable of operating for a period of at least two hours on backup power as required by the VVSG. If the system components don't include internal battery packs for reliable power, the Uninterruptible Power Supply (UPS) specified in the EAC certified configuration must be purchased and used at the polling places.

N. Jurisdictions using the services of ES&S or a third-party vendor for election preparation activities must work with ES&S or the vendor to ensure that systems used for

ballot definition activities are considered part of the voting system and use certified voting system components. The systems used for ballot definition must be configured securely following conditions outlined in this report and following any Directives and Guidance issued by the Secretary. Any data transfer between the vendor and county must be done using encrypted physical media or secure file transfer process. The file transfer and download must be tracked and audited to make sure that data has not been accessed by unauthorized personnel.

O. Jurisdictions must work with ES&S to thoroughly test and review audio ballot instructions to ensure that the voters using an audio ballot can cast the ballot without requesting assistance. Jurisdictions must consider the following while reviewing the ballot:

- The audio ballot must fully inform the voter what has happened and how to select/deselect their choices
- The feedback messages must explain to voters what is happening, including the number and names of candidates being deselected
- The audio ballot must provide feedback on the reason for the changes in any selections and the interaction with straight-party choices.
- The audio ballot instructions on messages on the system must have the specific information for the task or screen before the general, repeated instructions.

P. Jurisdictions must make voters aware that voting straight party is optional via clear instructions on paper, on screen and on audio ballots. This is to ensure that the voter doesn't assume that he/she must make a selection for the straight party contest. The ballot instructions must be approved by the Department and follow any directives and/or guidance issued by the Department.

Q. The ExpressVote XL and ExpressVote 2.1 components of the EVS 6021 system does not allow the voter to deselect all candidates after voting straight party as noted

on Page 36, Observation 1 of this document. Jurisdictions must ensure that the message used in the pop up window to the voter is clear enough to communicate the system behavior to the voters. The message content must be approved by the Department and follow any directives and/or guidance issued by the Department.

R. Jurisdictions implementing ExpressVote XL must ensure that the configuration allows voters to review their vote selections on the screen and on the printed ballot card before it is cast.

S. Jurisdictions implementing the ExpressVote 2.1 as a Tabulator must ensure that the system is implemented in a configuration that allows physical review of the printed paper ballot, before casting the vote. The system **must not** be configured to have the voter validate the selections on the screen and “Autocast” the ballot, thus causing a situation where the voter has not verified what was printed on the paper ballot. The system must be configured to always return the marked ballot card (“Always Return Card” option) to the voter for review before tabulation.

T. Jurisdictions implementing ExpressVoteXL and ExpressVote 2.1 as tabulator must ensure that the system is configured to generate a printed report at the close of polls. The report must at a minimum indicate of the total number of voters whose ballots have been tabulated, the total number of votes cast for each candidate whose name appears on the ballot, and the total number of votes cast for, or against, any question appearing on the ballot.

U. The electronic voting system must be physically secured while in transit, storage, or while in use at their respective locations. Unmonitored physical access to devices can lead to compromise, tampering, and/or planned attacks.

V. Jurisdictions must implement processes and procedures involving management, monitoring and verification of seals, locks/keys, before, during and after the election.

W. Jurisdictions must seal any unused ports on the voting system components

using tamper evident seals even if the port is inside a locked compartment. Jurisdictions must work with ES&S and use physical port blocking plugs to close unused ports whenever possible before placing the tamper evident seal. The Department also recommends using port blocking plugs for exposed ports for components of the voting system housed in county office that can be removed by authorized personnel when the port is needed.

X. Jurisdictions using standalone installation of the EMS server on portable devices must protect the laptops to prevent lost or stolen device.

Y. Jurisdictions must implement processes to gather and safekeep system logs for each component of the voting system after each election. Consistent auditing of system logs and reports is vital to maintain system transparency and to ensure that any compromise or malfunction is observed and reported in a timely manner.

Z. Jurisdictions implementing EVS 6021 must ensure that the USB devices and any other removable media used for election activities is maintained with strict chain of custody. There must be a process to manage the removable media inventory to avoid misplaced and lost media. The devices must be reformatted before use in each election. Appropriate steps must be taken to ensure that the format is a full reformat of the USB devices.

AA. Jurisdictions implementing EVS 6021 must work with ES&S to ensure appropriate levels of training for election officials is planned on implementation. Counties must ensure that the trainings adhere to the “Minimum Training Requirements” specified in Attachment D of this document.

BB. Jurisdictions implementing EVS 6021 must include voter and poll worker training as part of the implementation plan. The training must include hands on practice for both voters and poll workers. Specific consideration must be given to voters using assistive devices and also poll worker education to assist voters with disabilities. Refer to Appendix B, listing detailed recommendations for deployment noted by the Accessibility Examiner.

CC. Jurisdictions implementing EVS 6021 must consider the following during

voting booth set up for serving voters requiring assistive devices

- Voters with disabilities may have assistive technology or personal notes that they need to place within reach. They may also need room to place the printed ballot on a flat surface to use personal technology such as magnifiers or text readers to verify it.
- For the ExpressVote, 2.1 as marker, the path to the scanner should be as easy as possible, ideally a straight line with no obstructions. The path should include ample room to turn a wheelchair if the machine is positioned with the screen facing the wall. The ADA standards suggest a minimum of 60x60 inches for this.

Refer to Appendix B, listing detailed recommendations for deployment noted by the Accessibility Examiner.

DD. ES&S must submit the following system education materials to the Department of State and must consent to the publication and use of the video on any websites hosted by any Pennsylvania counties and the Pennsylvania Secretary of the Commonwealth or publicly available social media platform. The videos must be closed captioned for the visually impaired.

- A video (in an electronic format) for voters that demonstrates how to cast a vote and ballot using the Voting System.
- A video (in an electronic format) for precinct election officials that demonstrates how to setup, operate, and shutdown the Voting System components on an Election Day. The video must demonstrate how to set up and operate the voting system accessible devices for use by voters.
- A “quick reference guide” for precinct election officials to consult on Election Day. The guide must be specific to the purchasing county’s setup and use of the Voting System including accessible options.

- A “quick reference guide” with images that demonstrates to voters how to cast a vote. Must be provided in additional languages for any jurisdictions required to meet thresholds in the Voting Rights Act.
- EE. ES&S must adhere to the following reporting requirements and submit the following to the Secretary:
- **Equipment Reporting.** Reported field issues or anomalies that occur in Pennsylvania or elsewhere with any piece of equipment deployed in the Commonwealth of Pennsylvania within 3 days of the occurrence;
 - **Advisory Notices.** System advisory notices issued for any piece of equipment deployed in the Commonwealth of Pennsylvania regardless of whether the incident behind the notice occurred in Pennsylvania;
 - **Ownership, Financing, Employees, Hosting Location.** Any changes to information on the Supplier’s employees and affiliates, locations, company size and ability to provide technical support simultaneously to several counties in the Commonwealth of Pennsylvania and other jurisdictions that use its Voting System. Additionally, ES&S must provide information on foreign ownership/financing, data hosting, and production for any equipment or ancillary products, including any potential conflict of interest that may have developed for employees and affiliates;
 - **Security Measures** and any updated security testing or risk/vulnerability assessments conducted by the Supplier or a third-party;
 - **SOC 2 Reporting** – ES&S shall provide the Secretary with its annual American Institute of Certified Public Accountants (AICPA) Attestation Standard (AT) Sec. 101 Service Organization Control (“SOC”) 2, Type 2 certification (AT Sec. 101 SOC 2, Type 2), or an equivalent certification approved by the Commonwealth. Equivalent certifications include, but are not

limited to: International Organization of Standards (ISO) 2700x certification; certification under the Federal Information Security Management Act (FISMA); and AT Sec. 101 SOC 3 (SysTrust/WebTrust) certification.

FF.ES&S must adhere to the “Source Code and Escrow Items Obligations” specified in Attachment F of this document.

GG. ES&S must work with jurisdictions to ensure that the system is configured to comply with all applicable requirements of the Pennsylvania Election Code delineated in Section Article XI-A of the Pennsylvania Election Code, Sections 1101-A to 1122-A, 25 P.S. §§ 3031.1 – 3031.22.

HH. Jurisdictions implementing the EVS 6021 and ES&S must work together to implement the system under this certification and must comply with the conditions found in this report, and any directives issued by the Secretary of the Commonwealth regarding the use of this System, in accordance with Section 1105-A(a)-(b) of the Election Code, 25 P.S. § 3031.5(a)-(b). ES&S must ensure that future releases of the voting system with enhanced security and accessibility features are presented for approval to the Secretary.

II. In addition, pursuant to the Directive on Electronic Voting Systems issued by the Secretary of the Commonwealth on August 8, 2006, the Directive Concerning the Use, Implementation and Operation of Electronic Voting Systems by the County Boards of Elections issued on June 9, 2011 and Section 1105-A(d) of the Pennsylvania Election Code, 25 P.S. § 3031.5(d), this certification and approval is valid only for EVS 6021. If the vendor or a County Board of Elections makes any changes to the EVS 6021 Voting System subsequent to the date of its examination, it must immediately notify both the Pennsylvania Department of State and the relevant federal testing authority or laboratory, or their successors. Failure to do so may result in the decertification of the EVS 6021 Voting System in the Commonwealth of Pennsylvania.

V. Recommendations

- A. All jurisdictions implementing EVS 6021 Voting System should ensure that the system is correctly set up pursuant to all the recommendations of the Directive Concerning the Use, Implementation and Operations of Electronic Voting Systems by the County Boards of Elections issued by the Secretary of the Commonwealth on June 9, 2011 and Guidance on Electronic Voting System Preparation and Security, September 2016.
- B. All jurisdictions implementing EVS 6021 should take appropriate steps to ensure that voter education is part of the implementation plan.
- C. All jurisdictions implementing the EVS 6021 should ensure that precinct election officials and poll workers receive appropriate training and are comfortable using the system.
- D. All jurisdictions considering purchase of the EVS 6021 should review the System Limits as mentioned in the EAC certification scope added as Attachment A to this report.
- E. The Secretary recommends that ES&S and counties work with the Department on any changes to their voting equipment including, but not limited to, purchase and upgrades.
- F. Secretary recommends in-house ballot definition activities at a county location whenever possible. If an external vendor location is used, the county should implement oversight measures to ensure that election data including ballot definition files and audit logs stored on devices outside of the county are protected from unauthorized access.

VI. Conclusion

As a result of the examination, and after consultation with the Department's staff, counsel and the examiners, the Secretary of the Commonwealth concludes that the EVS 6021 can be safely used by voters at elections as provided in the Pennsylvania Election Code and meets all of the requirements set forth in the Election Code, **provided the voting system is implemented under the conditions listed in Section IV of this report.**

Accordingly, the Secretary certifies EVS 6021 for use in this Commonwealth.

The ExpressVote XL and ExpressVote 2.1 can accommodate 10-12 voters with disabilities during an election day or 20-60 voters an hour when used as the primary voting system depending on size of the ballot. DS200 can serve 120-180 voters per hour. The ExpressVote XL and ExpressVote 2.1 ballot box will hold approximately 300 ballots and DS 200 ballot boxes can hold 1250 to 3000, 19-inch ballots depending on the type of ballot box used. After the capacity is reached the poll workers will need to change the ballot box or empty the contents to a secure box and replace the ballot box.

ES&S PROJECT IMPLEMENTATION PLAN SUMMARY: CITY OF PHILADELPHIA

INTRODUCTION

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

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



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

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

STEPS OF AN IMPLEMENTATION

STEP 1: INITIATING THE PROJECT

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

During this phase, you can expect the following:

- ✔ A project kickoff meeting with ES&S staff and the City of Philadelphia staff:
 - Initial task and timeline planning
 - Review of existing processes and systems
 - Discuss the transition from your existing or previous voting system

STEP 2: PLANNING THE PROJECT

During this phase, ES&S and the City of Philadelphia staff collaborate to create:

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

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

- ✔ Acceptance testing checklist
- ✔ Logic & Accuracy testing procedures
- ✔ Training plans, documents, and courses
- ✔ Content and timing of status reports
- ✔ Risk assessment and issue mitigation

STEP 3: EXECUTING THE PROJECT

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

- ✔ Delivery of the new voting equipment
- ✔ Installation of all hardware
 - ES&S Field Services technicians will install all equipment at your site
 - ES&S technicians will assist in acceptance testing of the equipment per the agreed-upon acceptance testing checklists and obtain the City's approval
 - Any hardware that does not meet the City's approval will be remedied

- ✔ Installation of all necessary software, networks and third-party items
 - ES&S technicians will perform a final Quality Assurance check and obtain the City's approval
- ✔ Training of City's staff on all facets of the ES&S voting system
- ✔ Pre-election Logic and Accuracy testing
 - ES&S will work with the City's staff to perform Logic and Accuracy testing, from creation of a test deck through results reporting
- ✔ Post-election processing
 - ES&S will assist the City with canvassing and close-out tasks

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

- ✔ Routine status meeting check-ins with all key personnel and stakeholders
- ✔ Updated Status Reports detailing the progress on all agreed upon tasks, deliverables and milestones defined in the project plan
- ✔ Creation of and continuous review of the Action Item list
- ✔ Risk assessment and issue mitigation plans
- ✔ Continued partnership and open lines of communication to ensure we achieve the City's 100 percent satisfaction throughout the entire implementation

STEP 4: CLOSING THE PROJECT

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

During this phase of the implementation you can expect:

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

ES&S PROJECT MANAGEMENT APPROACH

KEY ASPECTS OF THE PROJECT SCHEDULE

- ✔ **Specified project deliverables** – equipment delivery, acceptance, training, etc.
- ✔ **Formal acceptance/verification procedures** – process, criteria, documentation
- ✔ **Success requirements** – key inputs, conditions, capabilities, and expectations
- ✔ **Project management approach and control strategy** – scope/risk/change strategy
- ✔ **Delivery and implementation plans** – delivery milestones, critical paths
- ✔ **Project roles and organizational structure** – project team, communication approach
- ✔ **Project risks** – key risks and project dependencies
- ✔ **Change control procedures** – process for making changes to project scope

PRODUCT ACCEPTANCE

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

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

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

MILESTONES MATTER

The project milestones for each phase of the implementation, tasks and deliverables will be detailed in the Project Schedule. The Project Schedule will include a timeline and clearly defined responsible parties for all project actions.

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

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

Milestone	Description
Kick-off meeting(s)	Following contract execution, the ES&S team will meet with key personnel and stakeholders to solidify project plan details.
Deliver project and system documentation	Initial project plans and documentation will be provided early in the project.
Finalize training plan	The ES&S training lead will work with the City of Philadelphia to develop a comprehensive training and knowledge transfer plan.
Complete System Installation and Acceptance Testing	Throughout the delivery phase equipment will be installed and tested. ES&S will provide guidance on acceptance testing, the City will establish the final requirements.
Pilot Election	ES&S will work with the City to establish a date, the necessary scope, method, and resources for a mock election.
Complete on-site training	ES&S will provide on-site training for users to provide a hands-on training experience at each course location. ES&S will provide training for each hardware device and software that make up the voting system.
Data collection and system configuration	Data will be imported into the Election Management System and basic election configuration steps will be completed.
Setup and L&A testing	Pre-election setup will be completed and Logic and Accuracy (L&A) testing will be conducted prior to full system deployment. Testing can begin prior to the finalization of VR data to confirm data integrity, feature functionality, configuration options, and hardware/accessory performance.
Provide Election Support	During the critical period prior to, during, and after Election Day, ES&S will assure that essential support resources are available and committed to project success.
Post-Election Support	ES&S will provide support to the City following each election.

Table 3.1

QUALITY MANAGEMENT APPROACH FOR SUCCESS

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

- ✔ The quality management sub-plan will describe all characteristics surrounding successful product and project acceptance.
- ✔ The project management configuration sub-plan will define procedures for submitting, approving, tracking and verifying all changes to the configuration of the products and the overall project.

PROJECT STATUS REPORTING

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

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

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

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

RISK MANAGEMENT APPROACH

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

CHANGE MANAGEMENT APPROACH

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

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

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

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

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

TEAM ROLES

ES&S PROJECT MANAGEMENT TEAM

The ES&S project management team shall be responsible for the overall planning, communication, management and coordination of ES&S services in conjunction with the account management team. This team shall be the liaison for the City of Philadelphia with ES&S as it pertains to all products, services and obligations set forth in the Agreement.

- ✔ **Ian Rothenberg, Project Manager – Lead**
- ✔ **Vicki Crosby, Project Manager – Philadelphia**
- ✔ **Wil Wesley, Project Manager – Philadelphia**

ES&S ACCOUNT MANAGEMENT TEAM

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

- ✔ **Joe McIntyre, Account Manager**
- ✔ **Christopher “Cutter” Houck, Account Manager**

ES&S SENIOR ACCOUNT MANAGEMENT

A highly experienced ES&S Vice President of Account Management will be overseeing the project and will serve as an escalation point and project sponsor to the City of Philadelphia and the ES&S project team.

- ✔ **Guy Riner, Regional Manager, Account Management**
- ✔ **Linda Bennett, Vice President, Account Management**

ES&S TECHNICAL SERVICES LEADERSHIP

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

- ✔ **Michael Anthofer, Director, Technical Services**
- ✔ **Christopher Grabow, Senior Specialist, Technical Services**

ES&S TECHNICAL SUPPORT TEAM

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

- ✔ **Joshua Quinn, Director, Training & Support**
- ✔ **Matthew Ferro, Manager, Technical Support**

ES&S FIELD SERVICES TECHNICIANS

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

COMMUNICATION PLAN

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

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

Task	Communication Plan
Point of Contact	The ES&S account management team will serve as the City’s point of contact throughout the life of the project.
Account Management	The ES&S account management team provides day-to-day coordination and interaction with City personnel. The account management team serves as a central point of contact and control for management, coordination, and resolution for all project activities.
Status Reporting	The ES&S project manager supplies the City with regular implementation progress reports. These reports detail the work completed, scheduled tasks, milestones, and other related progress reports.



Status Meetings	Status meetings are on a regular basis, and are a review of the Project Schedule, including items completed since the previous meeting and items to be completed prior to the next meeting. This discussion also includes a review of the party responsible for the task completion as well as any potential/foreseen roadblocks.
Contract Management	The ES&S project management team is responsible for contract management.
Audits	It is the responsibility of both the City and the ES&S project management team to continuously audit the project as well as all items pertinent to the project.
Planning	Planning is a joint effort between the City and the ES&S account management team and is documented on the Project Schedule.
Priorities	Priorities are agreed upon between the City and the ES&S account management team.
Service Request	Any needed service requests, both outside and inside of the contract scope, are discussed between the City and the ES&S project management team.

Table 3.2

PROJECT MANAGEMENT: WHY ES&S?

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

Should you choose ES&S, you can expect:

- ✔ A trusted and experienced partner in Elections
- ✔ Customized implementation approach
- ✔ Project team led by PMP-credentialed staff who will work tirelessly to ensure a smooth and organized process during all phases of the project
- ✔ Support from first use and throughout the life of your voting system

MOCK ELECTION TESTING

Accuracy and reliability are built through testing and end-to-end process examination. ES&S is committed to implementing and executing a mock election to establish the voting system future for the City of Philadelphia. Working together, the City and ES&S will establish the following criteria for the mock election.

- ✓ Date
- ✓ Scope
- ✓ Method
- ✓ Resources

ES&S believes the mock election is an effective exercise in detailed election process examination. From database building, system deployment, and polling location management, ES&S and the City will plan, execute, and review each step.

ELECTION MANAGEMENT SYSTEM (EMS)

ELECTION NIGHT REPORTING

ES&S will meet with the City's technical teams to evaluate the third-party components currently in place including the election night results transmission network. This includes network architecture currently in place and the requirement for Juniper products for all network communication.

As part of the solution, ES&S is proposing certain EMS components and minimum specifications that are certified for use. ES&S agrees to work with the City to determine the best go-forward solution for the EMS configuration, installation and network infrastructure support.

The network diagram below represents a typical EMS configuration we'd propose for a jurisdiction with requirements as set forth in the City of Philadelphia's RFP. Actual configuration will be determined after consultation with the City of Philadelphia.

The proposed Election Management System (EMS) solution is a closed-loop, "air-gapped" local area network (LAN) that complies with certified product solution in the State of Pennsylvania. The network architecture is comprised of a server, workstations and networked central count tabulators connected through a single, closed network utilizing a single network switch without access to any other networks. This solution is designed to meet VVSG requirements as well as provide a sustainable and secure network solution.

ES&S also offers solutions that transmit results over a parallel election management suite for transmission of unofficial results. ES&S can help consult the City to ensure all Commonwealth guidelines are met for official and unofficial transmission of results.

SOFTWARE UPGRADES & DEVELOPMENT

Maintaining certified software releases and equipment firmware is a key part of ES&S's commitment to an enduring relationship with the City. ES&S field services and project management teams will work with the City to plan and execute equipment firmware and software upgrades as certified releases become available.

ES&S has distinct and separate development and quality assurance departments. At different phases during the Agile development process, developers will provide a build that will be subjected to thorough testing by

the QA department. Our development team uses a variety of tools and internal controls to ensure that software and applications we develop are secure, including managed source code repositories, extensive peer review actions at all stages of the software development cycle, periodic code testing within development, QA and test environments, and recurring scanning of applications after they are promoted to the production environment.

As an integral part of our certification testing process, ES&S has a dedicated team of quality assurance specialists whose primary responsibility is to conduct stress, volume, and regression testing for all hardware and software components of the system that are certified by the VSTL, EAC, and the State certification bodies.

The rigorous testing methodology allows us to completely test each new release from end-to-end before it is reviewed by the federal testing authorities. The testing plans are built to thoroughly stress each component to validate that the entire system meets or exceeds the VVSG requirements mandated by the EAC.



City of Philadelphia
Department of
Licenses & Inspections
P.O. Box 53310
Philadelphia, Pa. 19105

DISPLAY PROMINENTLY
if required by law

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

3702 Commercial Activity License
Activity License Type: Commercial Activity

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	[REDACTED]			12/16/2018



ACTIVITY LICENSE

Interpreter services available. | خدمات الترجمة الشفهية متوفرة لدينا | ภาษากูยวตภาษากูยวตภาษากูยวต ၄ | 提供口译服务 | Services d'interprétation disponibles. | 통역이 제공됩니다 | Предоставляются услуги устного переводчика. | Se brindan servicios de interpretación. | Có sẵn dịch vụ thông dịch.

ATTACHMENT L – SAMPLE BALLOTS

Please see envelope marked “Sample Ballots.”

PRIMARY ELECTION SAMPLE BALLOTS



LEGAL RESPONSES

5. RFP REQUIREMENTS AND CONDITIONS

5.3 Warranty

The City requires a warranty from the successful Applicant that covers the entire System, including all software, other deliverables, design, implementation/integration and other services required under the contract resulting from the RFP and ensures compliance with all specifications, including performance standards, in the contract. The warranty must be on a “turnkey” basis, i.e. the successful Applicant must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The warranty period must be a minimum of five (5) years, commencing on final acceptance of the System and project by the City. The price of such a five-year warranty must be included in the fixed price Cost Proposal, with the price identified in a separate line item. Any premium charged for a warranty year – i.e. any charge in addition to the price for a concurrent year’s maintenance and support services – should be identified in the Cost Proposal.

ES&S RESPONSE

ES&S acknowledges this provision and agrees to provide the City with the requisite warranty for ES&S’ proposed solutions for the five (5) year period commencing on final acceptance of the System. ES&S’ standard warranty provides that ES&S will repair or replace any component of ES&S’ proprietary equipment or ES&S’ proprietary 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 does not include the repair or replacement of any ES&S equipment components that are consumed in the normal course of operating the equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S equipment or software shall be warranted only for the unexpired term of the warranty period. ES&S’ warranty is effective provided that (I) 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, (II) the ES&S equipment or 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 City and (IV) City has installed and is using the most recent update, provided to it by ES&S.

Further, ES&S warrants that the ES&S equipment and ES&S software will operate in conjunction with third party products provided by ES&S during the warranty period, provided that (i) the City has installed and is using the most recent update, provided to it by ES&S, and (ii) the third party products are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S equipment or ES&S software that is causing such breach to occur. Please note that ES&S has purchased the third-party products for resale to the City, and that the proprietary and intellectual property rights to the third-party products are owned by parties other than ES&S. Except for the payment to ES&S for the third-party products, all of the City’s rights and obligations with respect to the third-party products,

including any warranties, flow to and from the third-party manufacturer. Notwithstanding the foregoing, ES&S will be the single point of contact for all warranty and support claims set forth under the agreement as may be mutually agreed upon by the parties.

5.5 Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Applicant to this RFP or future Applicant to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the City upon submission or communication, and the City shall have title thereto and unrestricted use thereof. The City shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the City or any authorized agent of the City, for any reason the City, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the City and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

ES&S RESPONSE

ES&S understands this provision and acknowledges that the City may need to disclose the Proposals, materials and any ideas to certain employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. In addition, ES&S understands and acknowledges that certain of its information provided in its proposal may be subject to required disclosure under the Pennsylvania Right To Know Act (“Act”) or other applicable law. However, pursuant to the Pennsylvania Right To Know Act and other applicable law, certain information, such as Trade Secrets, Computer Security Information and other Proprietary Information, may be exempt from disclosure under the Act or other applicable law. As such, ES&S has identified and appropriately marked relevant portions of its proposal which it considers confidential and proprietary, including, but not limited to, any trade secrets. In the event that a third-party requests disclosure of information which ES&S considers confidential and proprietary, we would ask that the City to notify ES&S of such requested disclosure in order to provide us with an opportunity to seek exemption from disclosure under the Act. ES&S will, of course, agree in writing to defend and indemnify the City in the event litigation would result from the City’s refusal to release information.

5.9 Acceptance of the Terms and Conditions of This RFP

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Applicant, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

ES&S RESPONSE

ES&S understands this provision and has included suggestions for alternative language in response to certain terms and conditions of the RFP or otherwise requested the opportunity to further discuss certain items in the event it is the successful proposer. Except for those terms, conditions and items set forth in ES&S' Proposal, ES&S acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

7. TERMS & CONDITIONS

Any Applicant selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth or described below, which are generally required by the City in contracts for software systems and/or consulting services that involve software design, development or implementation. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other applicants and without affording other applicants any opportunity to revise their proposals based on such different or additional terms.

Applicants may state for the City's consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Terms to which no objection is asserted will be presumed acceptable to the Applicant. The City may, in its sole discretion, evaluate proposals in part according to whether the Applicant so objects, and the number and type of objections asserted.

ES&S RESPONSE

ES&S understands this provision. To aid in the construction of a contract, we have included the following standard agreements in our proposal response. These agreements have been designed specifically for the provision of election products and services to a governmental customer. Please note that the City's terms and conditions, the content of this RFP and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into any of ES&S' standard agreements.

- Purchase – ES&S has included a copy of its standard Voter Tabulation System and Services Purchase Agreement (“ES&S' Standard Agreement”) which provides for the purchase and license of ES&S' voting system products and services.
- Lease Purchase – Financing will be provided by Nationwide Capital, LLC. (“NWC”), an affiliate of ES&S. In the event this option is selected by the City, NWC's Lease Purchase Agreement will be used. In addition, ES&S has included a copy of its standard Voter Tabulation License and Services Agreement (“ES&S Standard Services Agreement”). Should the City elect the lease purchase option, it will be necessary for the City to lease/purchase the ES&S voting system equipment and third-party

items from NWC. The City will license the ES&S voting system software and purchase the election services from ES&S.

- Traditional Financing – Financing will be provided by Nationwide Capital, LLC. (“NWC”), an affiliate of ES&S. In the event this option is selected by the City, NWC’s Loan Agreement will be used. Should the City elect the finance option, it will be necessary for the City to finance the purchase of the ES&S voting system equipment, software and services through NWC. The City will enter into a separate purchase agreement with ES&S for the voting system procured.

In the event the City requires its form of Agreement be used in the event ES&S is the successful proposer, ES&S requests that certain of its terms and conditions, including, but not limited to, ES&S’ license, warranty, limitation of liability, compliance with laws and post warranty hardware and software license, maintenance and support provisions be included in the final Agreement as may be mutually agreed upon by the parties.

In addition, ES&S has included suggestions for alternative language in response to certain terms and conditions or otherwise requested the opportunity to further discuss certain items in the event it is the successful proposer.

Item	Issue/Purpose of Change/Impact	Proposed Language
<p>Section 7.5 Indemnification</p>	<p>ES&S generally agrees to the indemnification requirements of this provision, to the extent that indemnification is required against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or subcontractors. ES&S shall have control over the defense of such claims and lawsuits, subject to the City’s rights to participation and approval. The City shall remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control.</p> <p>ES&S requests that the limitation of liability provision be included in the contract to be mutually agreed upon by the parties.</p>	<p><u>Limitation Of Liability.</u> Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party’s negligent or willful misconduct. Contractor’s total liability to City arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to Contractor hereunder. By entering into this Agreement, City agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by Contractor and used with the Contractor Equipment or Contractor Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of Contractor to perform. Contractor shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) City’s failure to timely or properly install and use the most recent update provided to it by Contractor or (z) City’s election not to receive, or to terminate, the Hardware Maintenance Services or the Software License, Maintenance and Support.</p>

Item	Issue/Purpose of Change/Impact	Proposed Language
<p>Section 7.6.2</p>	<p>ES&S understands this provision and requests that in the event ES&S is ordered by a court of competent jurisdiction to remove software or any other product which infringes on a third party’s product that any such refund to be provided by ES&S to the City include a deduction for the period of time in which the City was able to use the software or other product.</p>	<p>7.6.2 Infringing Products If Software, Documentation, or Deliverables furnished by Contractor is, or in Contractor’s reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:</p> <ol style="list-style-type: none"> 1. Procure the right for the City to continue using the Software or other product; 2. Replace the Software or other product with a non-infringing equivalent; 3. Modify the Software or other product to make it non-infringing, provided that the modification does not materially alter the functionality of the Software or other product, or the City agrees to and accepts the modification in writing; or <p>In the event Contractor is ordered by a court of competent jurisdiction to remove the Software or other product, and all right of appeal or stay is exhausted as to such order, accept return of the Software or other product and refund to the City the full amount paid by the City to Contractor pursuant to this Contract <u>less a reasonable value for the City’s use of the software or product as mutually agreed to by the parties.</u></p>
<p>Section 7.8 Performance Standards</p>	<p>ES&S understands this provision and ES&S’ performance standards are set forth in ES&S’ product documentation.</p>	<p>7.8 Performance Standards The City expects that the contract resulting from this RFP will include performance standards for the System, including but not limited to response times for System functions and data-throughput/transfer rates. <u>Contractor’s performance standards are set forth in Contractor’s product documentation.</u></p>
<p>Section 7.12. Termination for Convenience</p>	<p>ES&S understands this provision and requests that in the event the City terminates the Contract for its convenience, ES&S be paid for all products delivered and services performed up through the effective date of termination.</p>	<p>7.12 Termination for Convenience The City shall have the right to terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, its own convenience. If the Contract is terminated solely for the City’s convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination. <u>The City shall pay Contractor for all products delivered and services provided up through the effective date of termination.</u></p>

Table 4.1

Consent and Authorization Agreement

PHLContracts.phila.gov

Full legal name of Company: Election Systems & Software, LLC
Address: 11208 John Galt Boulevard
Omaha, NE 68137

I represent and warrant that I am authorized to enter into this Consent and Authorization Agreement ("Agreement") on behalf of the company identified above ("Company"). On behalf of Company I represent and warrant that Company has full power and authority to enter into and perform this Agreement. Company agrees as follows:

Company's access to and use of PHLContracts is provided on an "as is" and "as available" basis, and Company is fully and solely responsible for its use of PHLContracts and for any results or consequences of such use. The City of Philadelphia (the "City") makes no warranty or representation, express or implied, with respect to the quality, content, accuracy, completeness, freedom from computer virus, or non-infringement of proprietary rights of PHLContracts.

Company will designate a Seller Administrator. The Seller Administrator will be responsible for the management of Company's account including providing and updating any information required by PHLContracts and creating, managing, and deleting roles for Company's users of PHLContracts.

Company will keep all passwords confidential and will immediately notify the City of any actual or suspected unauthorized use of Company's user accounts, passwords, or PHLContracts.

Company will use a secure browser to access PHLContracts.

The Company will restrict the creation and use of accounts on PHLContracts to individuals authorized to enter into binding agreements on behalf of the Company.

Any individual using Company's account on PHLContracts to submit a quote is authorized by the Company to do so, and the Company shall be bound by any quote submitted through its accounts on PHLContracts.

The Company consents to conduct transactions electronically, including the submission of quotes using the method of submission provided by PHLContracts. A quote submitted through PHLContracts binds the Company to the terms of the quote as if the quote had been signed by a duly authorized representative of the Company.

Delivery of an executed Agreement by electronic scan is as effective as executing and delivering a printed copy of Agreement with an original signature.

This signature page must be attached to a completed Agreement.

If Company is a corporation, date and sign the Agreement here with original signature, in ink, by (a) President or Vice President of the corporation and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the corporation. If the Agreement is not signed by the President or Vice President and Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this Agreement for the corporation.

This day of _____, 20

(Company Name)

(Signature of President or Vice President)

(Type or print name)

(Type or print title)

(Signature of Secretary, Asst. Secretary, Treasurer, or Asst. Treasurer)

(Type or print name)

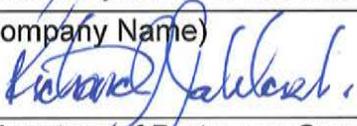
(Type or print title)

If Company is a limited liability company, partnership, or sole proprietorship, date and sign the Agreement here with original signatures, in ink.

This 12 day of December, 2018

Election Systems & Software

(Company Name)



(Signature of Partner or Owner or other duly authorized signer)

Richard J. Jablonski

(Type or print name)

Vice President, Finance

(Type or print title)

ATTACHMENT O – PROJECT TEAM RESUMES



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/18/2018

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

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

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME PHONE (A/C. No. Ext) (402) 697-1400 FAX (A/C. No.) (402) 697-0017		
	E-MAIL ADDRESS		
INSURED Election Systems & Software, LLC 11208 John Galt Blvd Omaha NE 68137 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Trumbull Insurance Company	27120
	INSURER B	Hartford Casualty Insurance Co	29424
	INSURER C	Twin City Fire Insurance Company	29459
	INSURER D	Illinois National Insurance Co	23817
	INSURER E		
	INSURER F		

COVERAGES **CERTIFICATE NUMBER: 570074201184** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				10/01/2018	10/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV NJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp. Ded. <input checked="" type="checkbox"/> \$1,000 Coll. Ded.				10/01/2018	10/01/2019	COMB NED S NGL E LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000				10/01/2018	10/01/2019	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACC DENT	\$500,000
							E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY L MIT	\$500,000
D	E&O-PL-Primary				10/01/2018	10/01/2019	Limit SIR	\$10,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Philadelphia 1401 John F Kennedy Blvd Philadelphia PA 19102 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570074201184





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Election Systems & Software, LLC	
POLICY NUMBER See Certificate Number: [REDACTED]			
CARRIER See Certificate Number: [REDACTED]	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation Underwriting Co.

Hartford Casualty Insurance Company:
Illinois

Hartford Underwriters Insurance Company:
Missouri
New Jersey
North Carolina
Texas

Property & Casualty Insurance Company of Hartford:
Colorado
Alabama

Sentinel Insurance Company:
Iowa

Trumbull Insurance Company:
California
Nebraska

Twin City Fire Insurance Company:
Arizona
Arkansas
Florida
Georgia
Idaho
Indiana
Kansas
Kentucky
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
New York
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

**City of Philadelphia
Procurement Department**

Amendment No. 1

**Date: December 17, 2018 Best Value RFP #
B1903107**

Deadline for Submitting Proposals: December 28, 2018, at 5:00 PM, Local Time

It is the sole responsibility of the Applicant to ensure it has received all amendment to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the amendment have been acknowledged in PHLContracts.

NOTICE

**Procurement Best Value
REQUEST FOR PROPOSAL # B1903107**

Election System

IS AMENDED AS FOLLOWS:

Except as expressly amended by this Amendment No. 1, the RFP is unchanged. Except as otherwise defined in this Amendment No. 1, capitalized words and phrases used in this Amendment No. 1 have the meanings assigned to them in the RFP.

You are hereby notified of the following supplements:

Potential Vendors Questions with City of Philadelphia Responses

City of Philadelphia
Procurement Department
Best Value RFP # B1903107

Questions from Potential Applicants and Responses from City of Philadelphia

QUESTION	RESPONSE
<p>Section 4.2.1 Eligibility Criteria Applicants that provide EPB solutions must meet the following eligibility criteria: 1. Ability to obtain certification of the EPB solution from the Federal Election Assistance Commission by the anticipated vendor selection date of February 13, 2019</p> <p>To our knowledge EAC only certifies voting systems that create or tabulate ballots and does not offer certification of Electronic Pollbooks. All EPB certifications have been obtained at the state level. Should this requirement be removed for EPB?</p>	<p>This requirement is incorrect. An addendum to the RFP has been issued with corrected eligibility criteria.</p>
<p>Section 6.2.1, Page 33 states: <u>“Applicants can begin uploading (or attaching) proposals and other application materials at any time.</u> It is prudent to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Application materials are not available for review by the City until the completed application is signed and submitted, at which time application materials are accessible only to appropriate City staff.”</p> <p>Will the Applicant, who has uploaded proposals and other application materials, have access to go back and remove and/or edit their submittal up until the close of the RFP on 12/28 at 5:00 EST?</p>	<p>Applicants can remove or overwrite documents uploaded to PHLContracts until 5:00pm EST on 12/28/2018.</p>
<p>From the Technical Requirement Matrix: (specific to ePollbooks) Admin_3.4 The EPBS must provide a means for the exclusion of an existing electronic poll book from its configuration at any point throughout the election without requiring a shutdown, or restart of the electronic poll book system. This action should not require physical access to the electronic poll book that is to be excluded.</p> <p>Can someone clarify what is meant by “exclusion”?</p>	<p>The electronic poll book system should allow an individual electronic poll book to be taken offline without having an impact on the other poll books or the system as a whole.</p>

QUESTION	RESPONSE
<p>From the Technical Requirement Matrix: (specific to ePollbooks) Admin_3.8 The first time the "open poll" function is activated, the solution shall support a configurable checklist which requires the poll worker to complete the checklist by affirming each item of the checklist independently. Examples of the sort of items comprising the checklist include: the ballot box has been sealed, the voting screens are in place, ballots have been initialed, etc.</p> <p>Is the checklist required to be fully integrated on the pollbook or can it be handled by another application?</p>	<p>Please provide your recommended solution as you see fit.</p>
<p>From the Technical Requirement Matrix: (specific to ePollbooks) Gen_3.7 The EPBS must provide notifications to indicate the following:</p> <ol style="list-style-type: none"> 1. The EPBS has been set up for use in the current election 2. An electronic poll book has been set up for use in the current election 3. A voter registration record has changed 4. A voter activity record has changed 5. The local voter database has been imported into the electronic poll book system 6. A system error or deviation has been detected, along with a description of the solution error or deviation 7. An electronic poll book is shutting down <p>Can someone clarify what is meant by "notification". Do these need to be active alerts or just things available in reports or on the screen?</p>	<p>Please provide your recommended solution as you see fit.</p>
<p>From the Technical Requirement Matrix: (specific to ePollbooks) Gen 3.20 and Gen 3.21 Same question as Admin_3.8. Can these be a separate application or must it be integrated in the ePollbook?</p>	<p>Please provide your recommended solution as you see fit.</p>
<p>The State of Pennsylvania does not currently allow connectivity from electronic poll books in polling places to the election administration office/headquarters. Per section 4.2.2.1, Technical Criteria, the City requires the electronic poll books have the ability to provide "real-time reporting on voter turnout." To achieve this, the electronic poll books require connectivity.</p>	<p>We hope to be allowed connectivity in the near future. Please include features that require connectivity and define what works without connectivity and what is only available with connectivity.</p>

QUESTION	RESPONSE
<p>Even though not currently allowed by the State of Pennsylvania, would the City like to see our proposed solution include features that require connectivity, including real-time reporting? If so, would you like our proposal to define what works without connectivity and what is only available with connectivity?</p>	
<p>Does the city require Juniper Networks equipment for stand-alone systems that do not connect with city networks, other networks, or public network infrastructure? Voting systems are tested and certified as stand-alone only systems with a specific configuration and are not typically subject to specific vendor procurement requirements.</p>	<p>This requirement applies only to equipment for the network for election night reporting, such as switches, routers and firewalls. It does not apply to voting machine or electronic poll book systems.</p>
<p>How many technicians need to be trained for hardware maintenance?</p>	<p>Approximately 20</p>
<p>Does the City have lead technicians for their technician teams?</p>	<p>Yes</p>
<p>Is the warehouse climate controlled?</p>	<p>The current warehouse is not climate controlled. We are in the process of finding a new climate controlled and dust free warehouse facility.</p>
<p>How many absentee ballots does the City of Philadelphia process on their larger elections and does the City plan to have the absentee ballots processed through a central tabulator?</p>	<p>In presidential election years we process approximately 15,000 – 20,000 absentee ballots. Yes, we plan to process absentee ballots through a central tabulator.</p>
<p>How many staff members does the city desire to train on the following:</p> <ul style="list-style-type: none"> • Programming software? • Hardware tabulation systems in the field? • Poll Book system? • Central Count system? 	<p>Programming software: Approximately 5-10 Hardware in the field: Approximately 20 Poll Book system: Approximately 5-10 for programming but possibly up to an additional 30 depending on features Central Count system: Approximately 5-10</p>

QUESTION	RESPONSE
<p>Can the City describe the preferred process in which end of night results reporting will flow including any regional or other transmission methods?</p>	<p>From Section 3.8.2: The City Commissioners' Office currently has several private networks that link computers within and across 8 remote transmission centers (RTCs) for election night reporting. The RTCs are located throughout the city; two (2) are central / headquarters locations for election related operations. Election night results are transmitted from RTCs to a designated website owned by the City Commissioners.</p>
<p>Are all vendors required to complete the Diversity Report for Non-Profits?</p>	<p>Only non-profit organizations are required to complete the Diversity Report for Non-Profits (Appendix D-2). For profit organizations are required to complete the Anti-Discrimination Policy Solicitation for Participation and Commitment Form (Appendix D-1).</p>
<p>Does the Juniper requirement apply only to network interface cards?</p>	<p>The Juniper requirement applies to equipment required for the network for election night reporting, such as switches, routers and firewalls. The requirement does not apply to network interface cards.</p>
<p>How are you defining voting systems?</p>	<p>Within the RFP, the term voting system is used to refer to voting machine solutions or, more broadly, to both voting machine and electronic poll book solutions. The RFP seeks proposals from vendors who provide voting machines, electronic poll books or both.</p>

**City of Philadelphia
Procurement Department**

Amendment No. 2

Date: December 18, 2018

Best Value RFP # B1903107

Deadline for Submitting Proposals: December 28, 2018 at 5:00PM Local Time

It is the sole responsibility of the Applicant to ensure receipt of all amendments to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all amendments have been acknowledged in PHLContracts.

NOTICE

**Procurement Best Value
REQUEST FOR PROPOSAL #B1903107**

Election System

IS AMENDED AS FOLLOWS:

Except as expressly amended by this Amendment No. 2, the RFP is unchanged. Except as otherwise defined in this Amendment No. 2, capitalized words and phrases used in this Amendment No. 2 have the meanings assigned to them in the RFP.

You are hereby notified of the following changes to the above-referenced RFP:

1. RFP Section 3.4 – Solution Description: Revised item #7
2. RFP Section 4.2.1 – Eligibility Criteria – Electronic Poll Books:
Removed criteria regarding certification by Federal Election Assistance Commission
3. Appendix E - Technical Requirements Compliance Matrix: REQ-General tab,
Requirement COMP_1.1: Revised certification requirements.