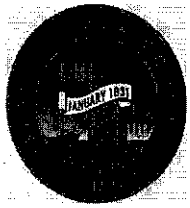
PROFESSIONAL SERVICES AGREEMENT

ELECTION EQUIPMENT

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY CLERK

AND

DOMINION VOTING SYSTEMS, INC.

CONTRACT NO. 1718-16167
(PURCHASE ORDER NO. 70000080737)

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 9 Board Authorization
Exhibit 10 Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Dominion Voting Systems, Inc., doing business as a Corporation of the State of Colorado hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on September 26, 2018, as evidenced by Board Authorization letter attached hereto as EXHIBIT "9".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Election Equipment. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" or **"Contract"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The Contract documents, which are comprised of the Professional Services Agreement and all of its Exhibits, are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in subsection c) Incorporation of the Exhibits, the terms of the Professional Services Agreement shall control unless the text of another document explicitly provides that it applies notwithstanding the terms of the Professional Services Agreement.

This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits. The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Licenses
Exhibit 4	Information Technology Special Conditions (ITSC)
Exhibit 5	Escrow Agreement
Exhibit 6	Evidence of Insurance
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant
Exhibit 9	Board Authorization
Exhibit 10	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed

to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised

from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace dedicated Key Personnel exclusively assigned to perform Services under this Agreement without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. In the event that the Using Agency reasonably believes that the Consultant underpaid any such salaries or wages, the Using Agency may claim a default by reason of material breach as provided by Article 9 of this Contract. The parties acknowledge that this Section 3.d (iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 7. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this

Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

(1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	$2,000,000

(e) Professional / Technology Errors and Omissions Liability

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than $5,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than $1,000,000 with the same terms in this section.

The policy shall also include coverage for third party claims and losses arising from network security risks including but not limited to data breaches, transmission of virus, malicious code, unauthorized access or criminal use of third party ID, data theft and invasion of privacy regardless of the type of media involved in the loss of private information.

(a) The retroactive coverage date shall be no later than the effective date of this contract.
(b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County

shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages, liabilities, third party claims and actions incurred or suffered directly from or attributable to (a) any breach by Consultant (or any of Consultant's employees, Subcontractors, or by anyone else for whose acts any of them may be liable) of any of the

promises, agreements, representations, warranties, or insurance requirements contained in this Agreement; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party, excluding any third party products; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to the negligence or misconduct of Consultant (or any of Consultant's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable). The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

The County is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel. Contractor will not, without the County's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the County, or any of its subdivisions under this Section, must be coordinated with the Cook County State's Attorney's Office. An attorney designated to represent the County may not do so until approved and appointed by the Cook County State's Attorney's Office.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables, pursuant to the Consultant's software license terms and conditions attached to this Contract as Exhibit 8. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Except as otherwise stated in Exhibit 3 licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which

is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief

Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services [Intentionally Omitted]

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 1, 2018 ("**Effective Date**") and continue until September 30, 2028 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same

manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement between the County and Consultant is subject to compulsory arbitration before the Chief Procurement Officer. A decision by the Chief Procurement Officer under this provision is not binding and the Parties are entitled to pursue the matter in state court sitting in Cook County, Illinois for a de novo determination on the law and facts. The complaining Party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the Party complained against shall respond to the complaint in writing within five days of such request or a longer time period as permitted by the Chief Procurement Officer based upon a request made by the Party complained against. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the Parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the

Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended;

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.;

viii) warrants that the voting system and voting system components which will be delivered to the County have been approved or certified by the Illinois State Board of Elections;

ix) warrants that the functionality of the voting system and the voting system components as proposed and as will be delivered to County meet all functionality required by the State of Illinois and the County; and

x) warrants that it will advise the County if the Illinois State Board of Elections imposes any revisions, changes, or modifications of any kind concerning certification or approval of the voting system or voting system components delivered to the County by the Illinois State Board of Elections.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the

Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default by the Consultant or County:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services or provide the Deliverables as defined in the Agreement or as defined in the Consultant's response to the County's RFP, or the inability to perform the Services or provide the Deliverables satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Consultant shall provide notice of any change in ownership or control of Consultant to the County within 14 days of such change.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

(vii) County shall be in default hereunder if any material breach of the Agreement by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Consultant to the County, setting forth the nature of such breach; provided however that the County shall have forty five (45) days to cure a breach pertaining to its payment obligations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. Except as set forth below, the Chief Procurement Officer will give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, in the form of a cure notice ("**Cure Notice**") specifying the nature of the breach and giving the Consultant an opportunity to cure the default within thirty (30) days. If the breach is such that it is not susceptible of cure within thirty (30) days and Consultant has begun and continues to diligently pursue completion of the cure, such longer period as may reasonably be required to cure by the Chief Procurement Officer. Any additional time to cure the default beyond thirty (30) days shall not operate to interfere with the performance of a timely election.

In the event Consultant has committed breaches of any material terms or conditions of this Agreement on more than three (3) occasions during the term of the Agreement that is not cured within the time period stated in the Cure Notice, or in the event Consultant commits an anticipatory breach of this Agreement, the Chief Procurement Officer may in his or her sole discretion give Consultant or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give

a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

If the County has been notified of breach and fails to remedy the breach during the applicable cure period pursuant to Section 9 (b), Default, the Consultant shall have the right to suspend Consultant's performance under this Agreement and/or terminate this Agreement upon not less

than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination or suspension.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even

no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis

to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

h.) Consultant Limitation of Liabilities

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, CONSULTANT'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL AGREEMENT AMOUNT AS STATED HEREIN. CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY COUNTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE. OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF CONSULTANT'S LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY AVAILABLE TO COUNTY SHALL FAIL IN ITS ESSENTIAL PURPOSE.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO REAL PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH OCCURRING WHOLLY OR IN PART DUE TO THE NEGLIGENCE OR MISCONDUCT OF CONSULTANT, INFRINGEMENT, CONFIDENTIAL INFORMATION, OR CONSULTANTS DUTY TO INDEMNIFTY AND HOLD HARMLESS UNDER ARTICLE 3(g).

i.) <u>County Limitation of Liabilities</u>

IN ALL CASES THE COUNTY'S LIABILITY SHALL BE LIMITED TO THOSE ACTUAL PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT OF THE AGREEMENT, LESS ALL AMOUNTS PAID TO CONSULTANT. IN NO EVENT SHALL CONSULTANT BE ENTITLED TO ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER. IRRESPECTIVE OF THE EXERCISE OF REMEDIES HEREUNDER, CONSULTANT SHALL NOT REPOSSESS ANY COMPONENT THEREOF EXCEPT AFTER DUE PROCESS OF LAW.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant

relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of

any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Clerk
69 W. Washington Street, Suite 500
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Dominion Voting Systems, Inc.
1201 18th Street, Suite 210
Denver, CO 80202
Attention: Contracts Administrator

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

SCOPE OF SERVICES

EXHIBIT 1

Scope of Services

Background/Goals & Objectives/List of Schedules

Cook County ("County") conducted an RFP to replace its current voting system hardware, software, supplies, maintenance, and support with one that is certified by the State of Illinois and meets Cook County requirements. Dominion Voting Systems ("Dominion") represents their new Democracy Suite®[1] voting system meets the aforementioned requirements as further specified in Requirements Matrix - Schedule G.

The current Dominion system (WinEDS) utilized by the County is certified and integrated with the Democracy Suite system, and further integration has been done with the voter registration system, as well as the pollbook currently utilized within the County. Dominion seamlessly imports and exports data in and out of WinEDS and Democracy Suite.

The Implementation period for the System (as defined herein) will be a phased roll-out approach spread over two years and three elections. The implementation period will include support for the Gubernatorial 2018 elections and the Consolidated 2019 elections. After the implementation period is over, the Standard support period begins. During the Standard support period, Dominion shall meet the post implementation deliverables detailed below in Sections 8 – 10.

Each phase of the project has clearly defined technical and business objectives. Once the final phase concludes the results will be a fully integrated voting system platform which will include: the ImageCast®[2] X BMD - Prime (ICX) touch screen, ImageCast Precinct (ICP) tabulator, ImageCast Central (ICC) tabulator and the Democracy Suite Software.

The Following Schedules are attached and form part of this Exhibit 1:

Schedule A: Intentionally Omitted
Schedule B: Product Descriptions and System Pricing
Schedule C: Draft Implementation Schedule
Schedule D: ImageCast Precinct and ImageCast X Acceptance Testing Checklist
Schedule E: ImageCast Central Acceptance Testing Checklist
Schedule F: EMS Acceptance Testing Checklist
Schedule G: Requirements Matrix
Schedule H: Consumables Price List
Schedule I: ImageCast Precinct Preventative Maintenance Checklist
Schedule J: ImageCast X Preventative Maintenance Checklist

[1] Democracy Suite® is a registered trademark of Dominion Voting Systems Inc.
[2] ImageCast® is a registered trademark of Dominion Voting Systems Inc.

Final acceptance of the fully integrated voting system shall occur only after receipt of interim certification by the Illinois State Board of Elections, and full successful deployment, inclusive of the bulleted deliverables in the Schedule of Compensation attached to this Agreement as Exhibit 2, by the Cook County Clerk's office.

1. Introduction

In this agreement, Vendor Support will be provided throughout the life of the contract. This Scope of Services (the "SOW") describes activities and products related to each of the phases of the project as well as Ongoing support described in Sections 8 – 10.

1.1 Definitions

1.1.1 "Acceptance" and variations thereof, means the successful completion and sign-off by the County in writing of the acceptance testing performed on each component the System (Dominion Software, Dominion Hardware, and EMS Hardware) as defined in Exhibit B by authorized County personnel, after delivery in accordance with estimated deliverable schedules developed and agreed to by the Parties as set forth herein.

1.1.2 "Agreement" means the Professional Services Agreement executed by the Parties

1.1.3 "Dominion Hardware" means the ImageCast system hardware as more specifically described in Schedule B.

1.1.4 "Dominion Software" means Democracy Suite and ImageCast software and firmware programs licensed to the County by Dominion and any associated documentation as more specifically described in Schedule B.

1.1.5 "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware, as more specifically described in Schedule B.

1.1.6 "Services" means, collectively, the services, duties and responsibilities described in Article 3 of the Agreement (including this SOW), and any and all work necessary to complete them or carry them out fully to the standard of performance required in this Agreement.

1.1.7 "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

1.1.8 "Term" shall have the meaning set forth in Article 4 of the Agreement.

1.1.9 "Third Party Software" means a commercial software product developed by a Third Party not specifically for, or on behalf of the County. For

clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the County to the County's specifications shall not be considered Third Party Software. Dominion provides Third Party Software to the County pursuant to sublicenses or end user license agreements with the owners of such Third Party Software.

2. Implementation and Project Management

2.1 Implementation Phase Period

The implementation period will consist of a two year phased implementation. Phase One will be completed the first year and includes the 2018 Gubernatorial General elections. Phases Two and Three include the 2019 Consolidated Primary and General elections and will be completed in the second year.

During the initial phases of the roll-out, during which both Democracy Suite and legacy equipment will be in use, Dominion will continue to use the existing process to import geopolitical data from the Clerk's systems into the WinEDS database, from where ballots are laid out for the County. Dominion has built and certified a tool that allows for the easy import of election definition data from WinEDS to the Democracy Suite system.

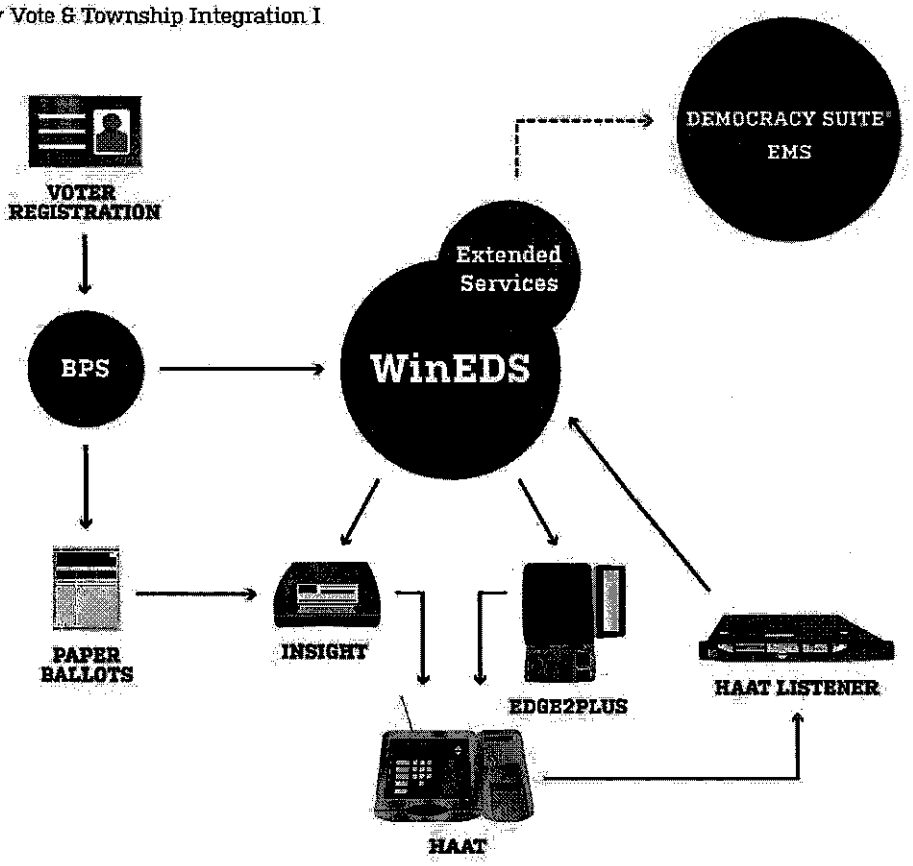
2.1.1 Phase One.

The first phase of the implementation will consist of a complete transition in early voting and for vote by mail and a partial Election Day rollout of 100 precincts (2-3 Townships). The partial rollout will consist of replacing the legacy equipment with the ImageCast X BMD and the ImageCast Precinct tabulator. It also includes full cutover to early voting, full implementation of UOCAVA, full implementation of vote by mail, full implementation of provisional voting on the ImageCast X, and providing 1800 voting supply carriers (VSC).

Phase One: November 6, 2018 Election	Change Early Voting equipment and partial township roll-out of Democracy Suite. Election Day equipment. WinEDS infrastructure remains.	
	DSuite	WinEDS
Early Voting	Replace all EV Edge 2 Plus with ICX-BMD and ICP tabulators as EV ballot scanners	N/A
Election Day	Replace Edge IIP and Insight with ICX-BMD ICP for 2-3 Townships.	Current equipment deployed
Vote By Mail – Central Count	ICC used to tabulate DSuite absentee ballots	N/A
UOCAVA	ImageCast Remote deployed	N/A
Ballot programming and database creation	DSuite ballots created for all channels in DSuite EMS	All ballots defined in WinEDS
Reporting	No reporting out of Democracy Suite EMS	Current reports structure remains unchanged

Phase One will be accepted by the Clerk at its discretion only after successful certification of the election results to the state board of elections, which acceptance shall not be unreasonable delayed or denied.

Proposed System Configuration
Cook County, IL
Phase 1 - Early Vote & Township Integration I



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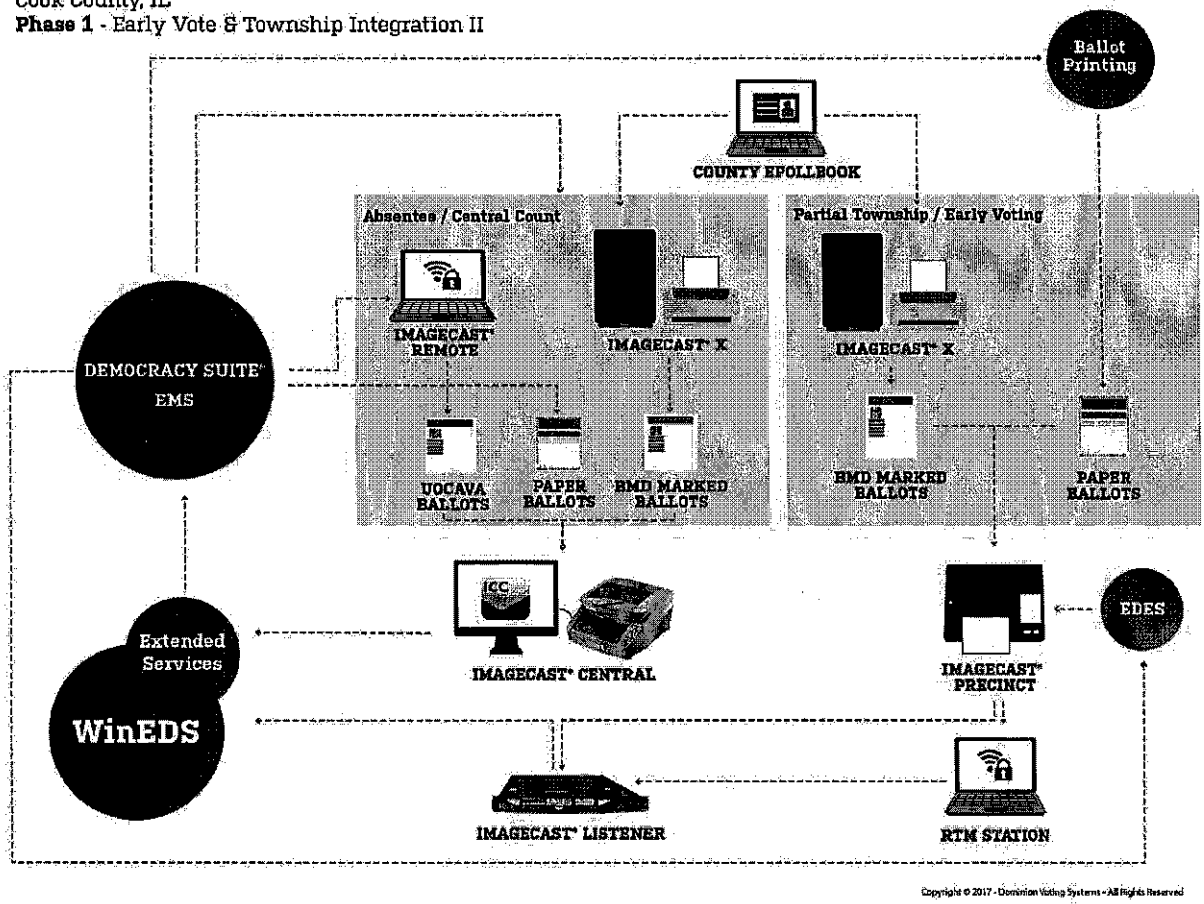
Proposed System Configuration
Cook County, IL
Phase 1 - Early Vote & Township Integration II



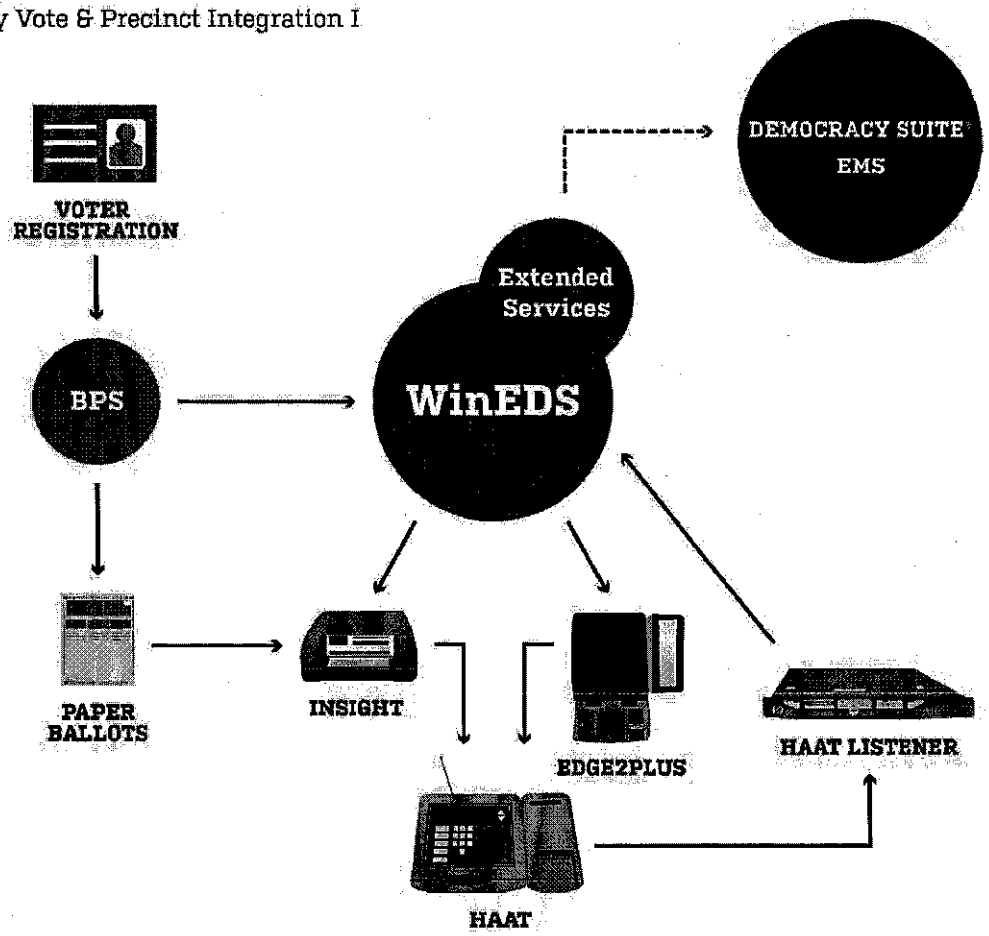
Acceptance Criteria: Certification of election results utilizing the certified configuration inclusive of all services in section 5 and deliverables noted in the Schedule of Compensation.

3.1.2 Phase Two. This phase of the implementation will be a partial rollout of up to an additional 300 precincts. The partial rollout will consist of replacing the legacy equipment with the ImageCast X-BMD and the ImageCast Precinct tabulator and deploy an equal number of VSPC Carriers to the number of townships deployed.

Phase Two: February 26, 2019 Election	Partial township roll-out of DSuite Election Day equipment. WinEDS infrastructure remains.	
	DSuite	WinEDS
Early Voting	Same as Year 1	
Election Day	Replace Edge IIP and Insight with ICX-BMD and ICP for selected precincts.	Current equipment deployed or DSuite
Vote by Mail	ICC used to tabulate DSuite absentee ballots	N/A
UOCAVA	Same as Year 1	
Ballot programming and database creation	DSuite ballots created for all channels in DSuite EMS	All election ballots defined in WinEDS or DSuite

Reporting	No reporting out of Democracy Suite EMS	Current reports structure remains unchanged or DSuite

Proposed System Configuration
Cook County, IL
Phase 2 -Early Vote & Precinct Integration I



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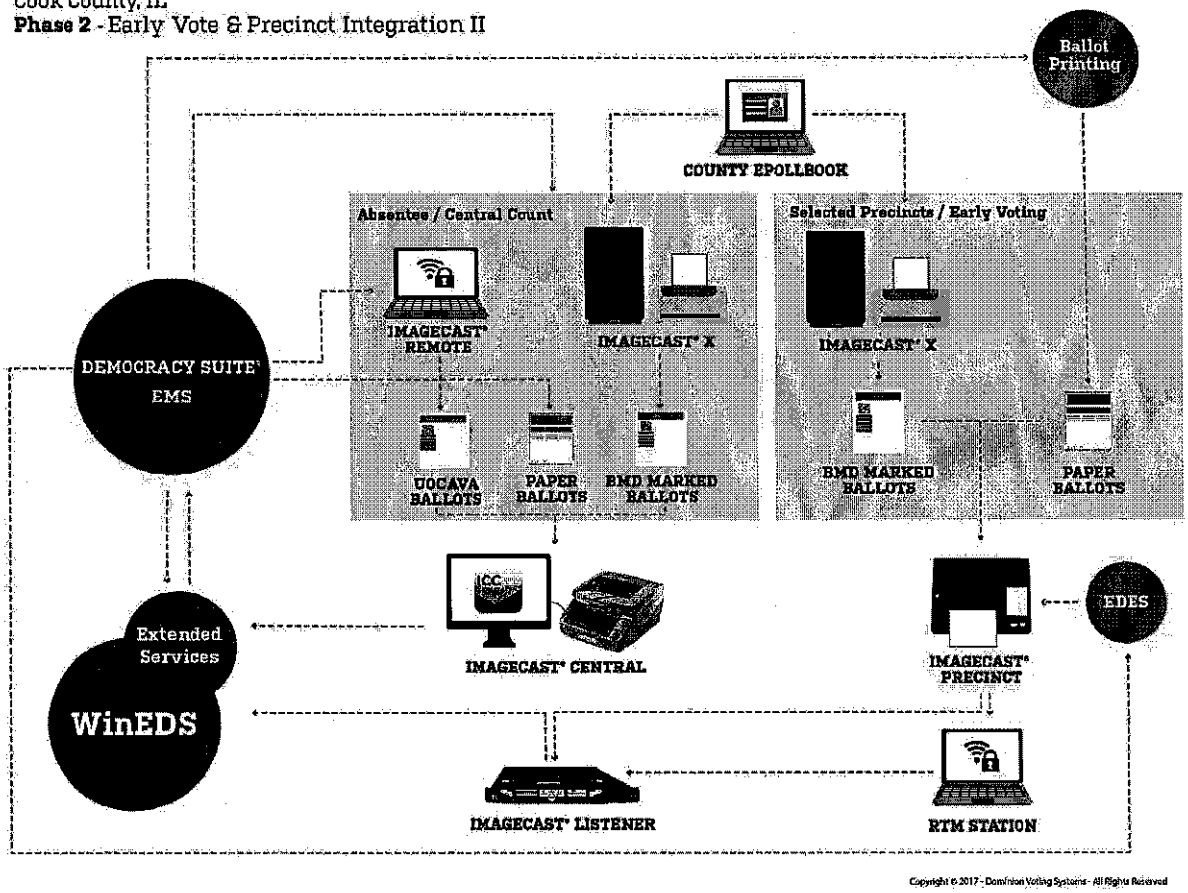
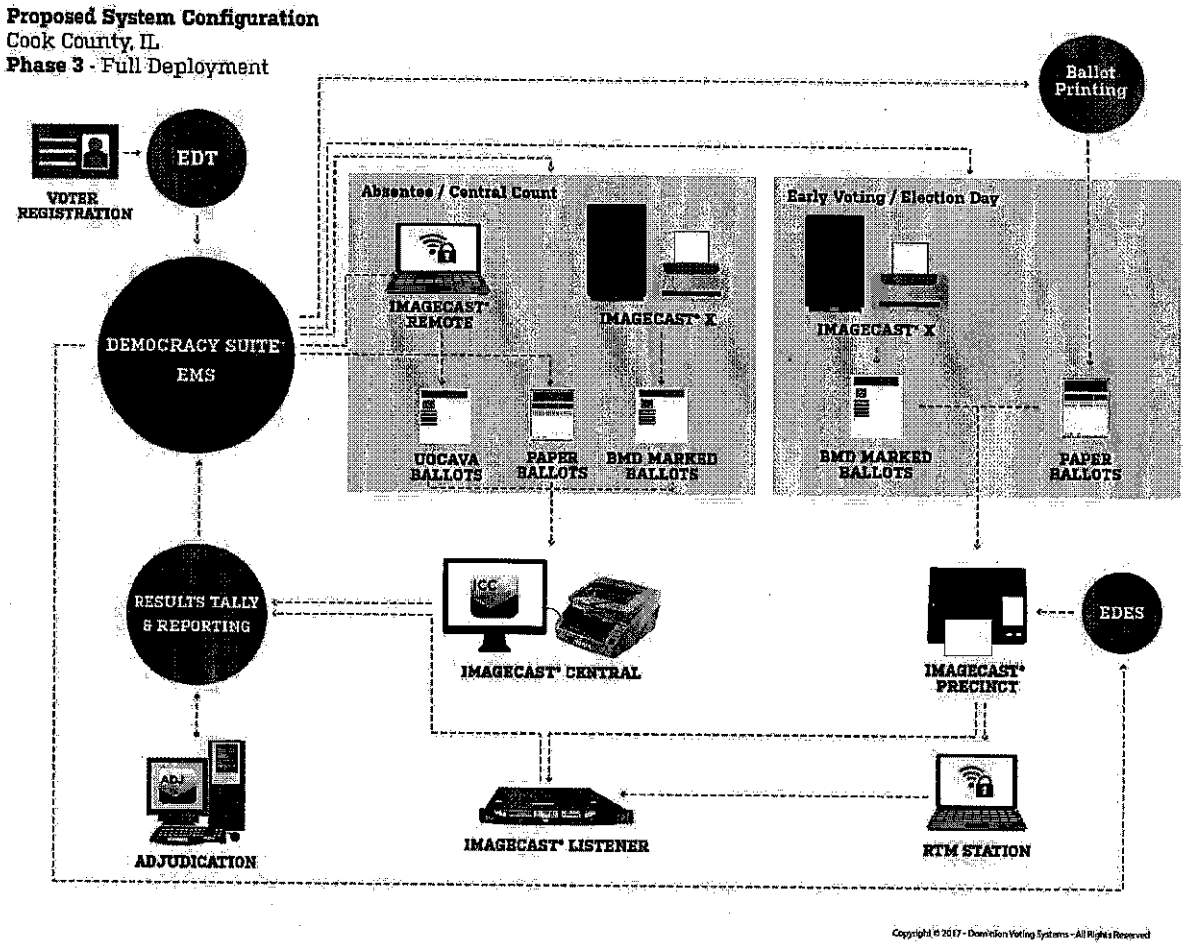
Proposed System Configuration
Cook County, IL
Phase 2 - Early Vote & Precinct Integration II



Acceptance Criteria: Certification of election results utilizing the certified configuration inclusive of all services in Sections 8 - 10 and deliverables noted in the Schedule of Compensation.

2.1.3 Phase Three. This will be the final phase of the implementation and will complete the full County rollout. All voting equipment will be installed and the Democracy Suite systems will be fully functioning. WinEDS and the legacy system will be completed stored or removed by the County.

Phase Three: April 2, 2019 Election	Complete roll-out of DSuite Election Day equipment.	
	DSuite	WinEDS
Early Voting	Same as Year 1	
Election Day	All townships, all precincts: Replace Edge 2 Plus and Insight with ICX-BMD and ICP. Install DSuite wireless modem transmission and remote results transmission.	N/A
Central Count	All townships, all precincts: ICC used to tabulate DSuite absentee ballots	N/A
UOCAVA	Same as Year 1	
Ballot programming and database creation	All townships, all precincts: DSuite ballots created for all channels in DSuite EMS	N/A
Reporting	All required Cook County reports are produced by DSuite	N/A



Acceptance Criteria: Certification of election results utilizing the certified configuration inclusive of all services in Sections 8 – 10 and deliverables noted in the Schedule of Compensation.

2.1.4 Post Implementation Support. This will be the period of time after the completion of Phase 3 and remain in place until the completion of the Term or any Term renewal. During this period, all post implementation support levels required in Sections 8 – 10 of this SOW shall continue until the completion of the Term or any Term renewal.

3.2 Implementation Plan and Schedule

Dominion shall assign a Dominion project manager ("Dominion PM") to oversee the general operations of the project during the Implementation phases. The Dominion PM will be the primary contact for all project needs. The Dominion PM will be responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payment collection.

County shall assign a County project manager ("County PM"), who shall be responsible for the County's review, analysis and acceptance of the System components in addition to the coordination of County personnel, equipment, vehicles and facilities. The County PM shall be empowered to make decisions on behalf of the County with respect to the work being performed under this Agreement. The County PM shall have direct access to the County's top management for purposes of problem resolution.

It is expected that the County PM and the Dominion PM shall meet with the project committee at least twice a month. And once a week during the 10 weeks before and three weeks following every election. At a minimum the project committee shall include the Director of Elections, the Deputy Director of Elections, The Operations Manager, and the Senior Manager of the Elections Operations Center (Warehouse).

The Dominion PM and County PM shall modify the attached implementation plan (the "Implementation Plan") pursuant to approved Project change control methodology specifying any additional details for all tasks necessary to successfully complete the project, working cooperatively to modify hard and soft deadlines as circumstances warrant. Each task identified will include a start and end date and the responsible parties involved. The Implementation Plan includes, but is not limited to, a detailed Implementation Project Plan created and managed in Microsoft Project, which includes product delivery, deliverables, with implementation, delivery and training dates; The agreed Acceptance Testing Checklists. The working draft Implementation Plan and supporting documents are attached hereto as Schedule C.

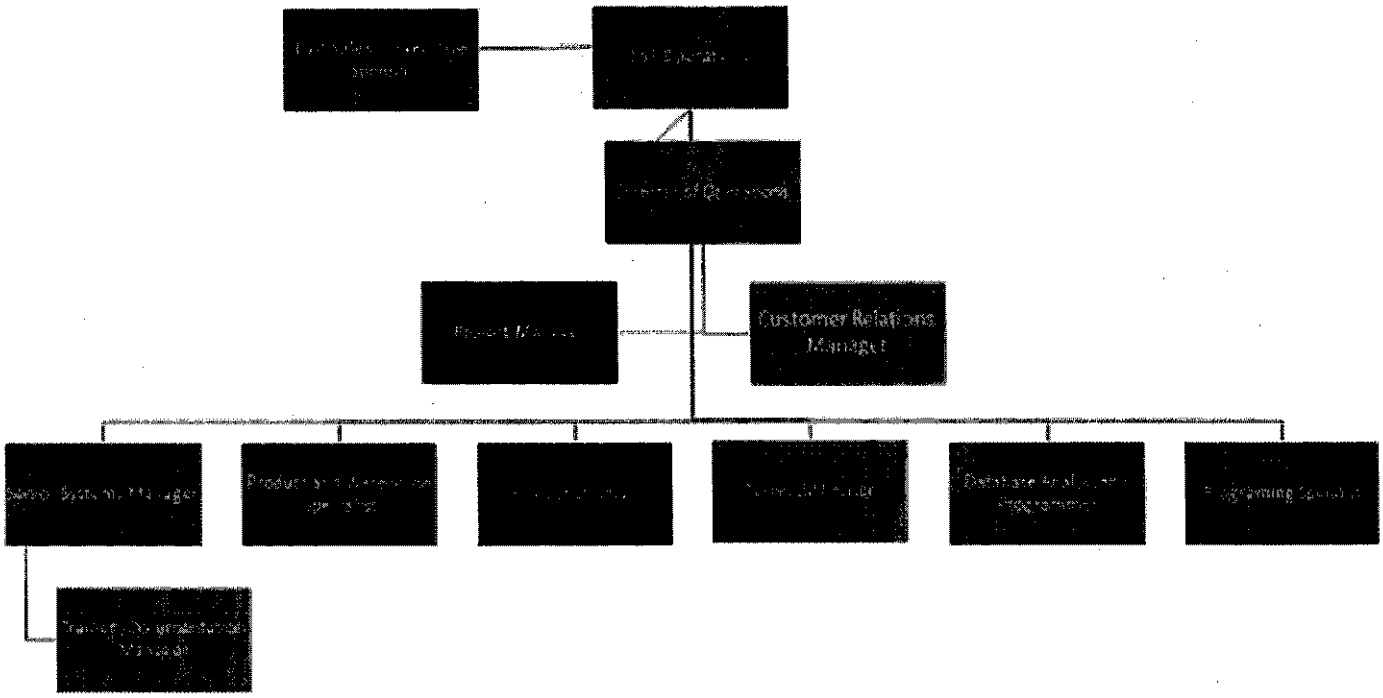
Dominion has designed the Cook County work plan based on the following:

- Dominion's work plan adheres to PMBOK standards and practices.
- It is developed, monitored and reported by using MS Project.
- It is designed with key milestones (clear tangible deliverables) that are designed to mitigate risk to the extent possible.
- Tasks are focused on accomplishing specific objectives.
- The work breakdown structure is a logical progression of steps, activities, and subtasks that lead to tangible work products or deliverables.
- Our plan provides Cook County with visibility into the tasks and schedule.
- Our plan incorporates Dominion's prior experience in successfully implementing large-scale, complex voting systems.
- The work plan is achievable and will be used to manage to specific deadlines

The draft Implementation Plan developed for this Agreement represents the current understanding based upon discussions with the County. It is understood that the Implementation Plan is a living plan, and the Parties shall modify as mutually agreed to by the Parties. County shall have final approval authority over any Implementation Plan changes.

3.3 Project Team

Dominion's project team includes experienced staff, with extensive expertise in system implementation, project management and customer service obtained through years of dedicated work for our customers. The personnel selected for Cook County's implementation are among Dominion's most experienced team members, ensuring that Cook County has qualified people to meet their needs and requirements. The County will already be familiar with most of the project team, having worked with these individuals over the years. The team will receive executive oversight from the Executive Vice President of Sales and Executive Vice President of Operations throughout the project's lifecycle. The following represents the Dominion organizations chart for the implementation.



3.3.1 Dominion Personnel. Dominion must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, and qualified to perform the assigned Services. Dominion must include among its staff the Key Personnel (as defined in the Agreement) and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Dominion to the County and with written consent of the County, which consent the County will not withhold unreasonably.

Key Personnel are as follows:

a) Dominion Project Manager – to be determined

b) Customer Relations Manager – Sheannse Smith

c) Ballot Programmer – Mark McKinney

d) Technical Advisor – Randy Elder

e) Product and Operations Specialist – Marco Arteaga

3.3.2 Dominion Project Manager. The Dominion PM will be appointed and approved by County to be dedicated entirely to this project and will be on-site, full-time (consistent with the election schedule and the departments work hours), through the implementation phases. It is understood that after the standard support phase begins following the successful acceptance of the system, envisioned to occur in May of 2019, the Dominion PM may be assigned by Dominion to other accounts so long as they are onsite for the 10 weeks prior to and four weeks following every election. The Dominion PM will be responsible for arranging all meetings, including joint governance visits and consultations between the Parties. The Dominion PM shall have the requisite skills and experience to provide the services required for the implementation including without limitation: elections support, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines. Dominion shall make commercially reasonable efforts to provide a project manager familiar with the election operations of Cook County and the election rules and regulation of the State of Illinois.

The Dominion PM shall communicate with the County as to the status of project including information, milestones, deliverables, procedures and progress on the tasks as set out in this Agreement and to advise the County forthwith upon the occurrence of any event requiring a material change in such plans, and request County's written consent to any such material change. County will follow a reciprocal procedure.

3.3.3 Customer Relations Manager. The Customer Relations Manager is responsible for managing the day-to-day relationship, administration and technical/product support, assignment of support personnel to the County during the Term of the Agreement. Additionally, the Customer Relations Manager provides all administrative support such as invoicing, payment collection. Finally, during the implementation phases, the Customer Relations Manager will work closely and in tandem with the Dominion PM in providing the Services.

3.3.4 Product Specialist. Dominion shall provide technical support throughout contract term. This resource is responsible for the installation, operation, repair, and maintenance of all Dominion Hardware and Software, scheduling and supervising resources for all hardware and software related matters. The Product Specialist will provide election support services and customer training, and interfacing directly with customers, co-workers and election officials.

During the term of this Agreement, Dominion shall assign a Product Specialist to provide the Service required by this Agreement. The Product Specialist shall be physically located on site in space provided by the County and shall be assigned 6 weeks prior to and 4 weeks after the election dates. And should other unforeseen maintenance be required, said specialist shall be assigned to support that effort also.

3.3.5 System Configuration Manager. Shall work with the County's elections staff, as well the County's IT staff, to install the certified EMS and adjudication system hardware. As part of this role, the systems configuration manager will evaluate the current environment at the County and provide recommendations for any changes required for configuration. For each Election, Dominion shall provide sufficient support to assist and enable County personnel to successfully complete the entirety of the election database configuration resulting in an accurate and complete ballot ready for hand-off. This support shall include, but is not limited to, the participation of at least one Election Event Designer Administrator ("EEDA"). The estimated minimum resource allocation for this person is listed below in Sections 8 - 10.

The EEDA shall assist and oversee the EED process to assist and enable County personnel to accurately and completely conclude the EED process including any and all "late change" support required to alter the ballot as a result of candidate, race, jurisdiction or other changes. The EEDA shall be available for this assignment to County as the EEDA primary assignment, taking priority over and above any other assignment, except as stated in this paragraph. During the ballot production period the EEDA shall provide an estimated minimum 80 hours of phone support and 6 days of on-site support, or whatever time necessary to successfully complete the EED process for a successful election.

3.3.6 Training and Documentation Manager. Will coordinate with Dominion and County PMs to develop and customize all training documentation and supervise all training related activity, as listed in the training section above. The estimated resource allocation for this person is listed below in Section 9 or whatever time necessary to successfully complete the EED process.

3.3.7 Election Programmers. Responsible for all aspects of election event definition, including without limitation to following components: Importing of data files into the EMS system, defining election project parameters and assigning templates, assigning tabulators (ICC, tablet, mobile ballot printing), defining ballot structures, creating proofing ballot, creating official ballots, and creating election files and the security keys for the ImageCast. The estimated minimum resource allocation for this person is listed below in Sections 8 - 10, or whatever time necessary to successfully complete the EED process.

3.3.8 Ballot Printer Certification Manager. Shall conduct activities required to qualify any County certified printer.

3.4 Change Control Process

The County may at any time request in writing (each, a "Change Request") changes to the Implementation Plan (each, a "Change"). Upon the County's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this Section 3.4.

3.4.1 As soon as reasonably practicable, and in any case within ten (10) calendar days following receipt of a County Change Request, Dominion will provide the County with a written proposal for implementing the requested Change ("Change Proposal"), setting forth:

i. a written description of the proposed Changes to the Implementation Plan;

ii. a schedule for commencing and completing any additional, or modified Services and the effect of such Changes, if any, on completing any other Services under the SOW;

iii. any additional County resources Dominion deems necessary to carry out such Changes; and

iv. any calculated increase or decrease in fees resulting from the proposed Changes.

3.4.2 Within ten (10) calendar days following the County's receipt of a Change Proposal, the County will by written notice to Dominion, approve, reject, or propose modifications to such Change Proposal. If the County proposes modifications, Dominion must modify and re-deliver the Change Proposal reflecting such modifications, or notify the County of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the County's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute the written Change Proposal ("Change Notice"). If the

Change Notice results in an increase in fees above the contacted amounts, it will require the signature of the County CPO, or Board on an amendment to increase the contract amount, and will constitute an amendment to the SOW.

3.4.3 No Change will be effective until the parties have executed a Change Notice. Except as the County may request in its Change Request or otherwise in writing, Dominion must continue to perform its obligations in accordance with the SOW pending negotiation and execution of a Change Notice. Dominion will use commercially reasonable efforts to limit any delays or fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

4. System Installation and Configuration

4.1 Storage Recommendations

4.1.1 ImageCast X:

- 20°C~ 60°C, 80%RH Max,
- Preferred: +25°C or colder
- Extended temperatures above 45°C will degrade battery performance and life

4.1.2 ImageCast Precinct. For the ImageCast Precinct, the corrugated cardboard boxes used for shipping can be used for storage. After preventative maintenance, units are placed in their antistatic bag in the box, and can be stored up to six (6) boxes high. Given the regularity of Cook County elections, tabulators will likely not need to be charged in between election events. For best lifetime, the recommended storage conditions are 32°F to 104°F (0°C to 40°C) and Relative Humidity less than 85%, although occasional excursions to -4°F to 140°F (-20°C and +60°C) for less than 24 hours are acceptable.

- A dry, clean environment
- Keeping the battery charged
- Running Maintenance Diagnostics on a regular basis

4.2 Delivery

4.2.1 Delivery and shipment of the System shall be scheduled as part of the final Implementation Plan pursuant to Section 3.2 herein. The Dominion PM will manage the shipment process through an authorized shipper to ensure delivery meets the implementation schedule.

Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the County. The County shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, County shall notify Dominion of any loss or damage within twenty five (25) business days of the receipt of any or all portions of the System and shall cooperate in the processing of any claims made by Dominion. The time frame may be extended upon mutual agreement.

Additionally, Dominion PM will require a written confirmation of receipt of all packages. Damaged packages that are received are subject to the notice provision listed in the paragraph above.

4.2.2 Title to the System, or any portion thereof, excluding Dominion Software and Third Party Software, will pass to the County upon delivery.

4.2.3 Democracy Suite EMS is a highly configurable election system, which has been certified by the State of Illinois. Configuration of the EMS will begin initially offsite and completed on site by Dominion system configuration manager. Once the configuration is complete, the EMS servers and software will be ready for the County Acceptance Testing procedures. As part of the process, Dominion will import an Acceptance Testing election as specified by the County, which shall serve as the basis for all Acceptance Testing procedures. Such test shall cover all functional requirements as well as volume related requirements to the extent they can be replicated or simulated.

5. Acceptance Testing and Security

Dominion shall provide an Acceptance Test Plan (ATP) relying mostly on the acceptance test checklists attached hereto as Schedules D, E and F. The ATP shall identify all tests necessary to demonstrate functional compliance with the hardware and software requirements of this contract.

Dominion shall be responsible for providing all training and training materials required to support the ATP. Dominion and the County shall finalize the development of the test plan and procedures prior to the acceptance-testing phase and County shall have the final tasks of approval of the ATP, which approval shall not be unreasonably withheld.

A Dominion hardware technician will provide guidelines to the team responsible for the County warehouse for inbound acceptance testing. This includes assessing suitability and identifying any modifications required, identifying areas for each process including a secure area for inventory control, preparing necessary acceptance documentation that

may arise outside of the agreed acceptance test checklist, or with changed circumstances, and ensuring all necessary supplies are available for work.

A checklist template will be provided to the County for printing and distribution during the acceptance test process. For each piece of ballot marking equipment, County staff, with necessary assistance or guidance from a of a Dominion technician, but under the supervision of the County, will complete the acceptance test for each unit received. Each form will be signed and stored by the County with copies made or scanned for Dominion in order to ensure that each component is in proper working order upon receipt and unpacking. The Dominion PM will notify County PM if any component is non-compliant in any manner.

In the event that any shipping problems known at the time of receipt, or discrepancies, the County will make the Dominion PM aware of the issues resolution. It is recommended that the County retains a subset of the equipment packing materials for future shipping needs.

5.1 General Acceptance Testing Terms

Dominion Software or Dominion Hardware. After delivery of Dominion Software or Dominion Hardware, the County will conduct Acceptance Testing, according to the agreed terms attached as Schedules D, E and F, or as later modified, of such components. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after receipt, unless a later date is mutually agreed too.

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

5.2 Acceptance Testing and Transition Training

5.2.1 System Transition Review

The initial meetings, to be held within 6 weeks of project initiation, will review the current County processes and provide information to the County on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:

- Ballot Templates
- Reporting
- System Use Procedures
- Configurable System Settings
- Ambiguous Zone Thresholds

- Ballot Printing
- DFM Integration
- WinEDS to Democracy Suite overview
- Other

Dominion shall provide the County with an Election Event Database Form for the County to complete. This form provides Dominion's programming specialist with preliminary database information to create a sample ballot. Once Dominion's programming specialist has configured County's election with the County's branding, voting locations, tabulator names, and applicable subdivisions, the first initial ballot draft is produced. The County is responsible for submitting their Election Event Database Form within as part of the system transition training. Although Dominion understands that defining the election database is an ongoing process, Dominion's programming specialist will require a preliminary database to provide the County with a sample draft ballot. The Dominion PM will be available for any discussion required throughout all phases of the project.

The Dominion PM will provide County staff with the first ballot draft for feedback on ballot layout and design. The first draft ballot consists of fictitious names. Finalized candidate names will be imported upon last day for candidate filing. With feedback from the County's Staff, the ballot's layout and design is finalized within subsequent phases. This process ensures that all final ballot design details are applied well before final certification date. Feedback can include adjustments to the spacing of names, layout of contests, ballot headers, and font size.

5.2.2 ImageCast Acceptance Testing.

This acceptance testing utilizes an agreed test project and confirms that the physical and electromechanical components are functioning properly and have not been damaged during transport, and that certain internal parameters have been programmed correctly. Results of these tests are generated and are left with each device, providing assurance to the County. This allows acceptance to be conducted on the basis of functional testing by each customer, easing the customer acceptance process.

County Acceptance – A representative of Dominion will be onsite to oversee acceptance testing. Acceptance testing shall include the items below. The Acceptance Testing checklists are attached as Schedules D, E and F.

1. Physical inspection of the equipment
2. Functional testing using provided test materials
3. Others items as outlined in the Acceptance testing checklist

5.2.3 ICC Acceptance Testing.

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

5.2.4 EMS Acceptance Testing.

Dominion shall provide on-site technical support for EMS Acceptance Testing. Dominion outlines below the standard process for EMS Acceptance Testing, which process may be modified by the County. The mutually agreed, initial Acceptance Testing checklist, subject to County modification, is attached as Schedule F.

5.3 Local Printing Facilities Certification Dominion shall provide the following services related to ballot printer certification. Dominion shall provide cost estimates to the printer seeking certification prior to commencing the process.

5.3.1 Provide technical specification requirements for printer certification.

5.3.2 Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.

5.3.3 The certified printing facility must agree to source the paper used for ballots with the ImageCast from a paper manufacturer having met Dominion's technical paper specifications.

6. Training

6.1 Training Services

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

Dominion shall prepare training materials including training manuals, website training videos and technical reference manuals. Training and curriculum particular to the resources, staff, and needs of the County will be developed as part of the implementation meetings.

6.1.1 Staff Training Outline

- System
  - All Dominion software and hardware components supplied by Dominion (proprietary and COTS)
  - ImageCast Precinct
  - ImageCast Central
  - ImageCast X BMD
  - ImageCast Remote (UOCAVA)
  - Election Night Reporting
- Course types, (Executive, Administrative, Super user, User, County Technician)
  - Executive
    - Key reports and what the reports mean
  - Administrative / Super User
    - Ability to troubleshoot software
    - Reporting
    - Hands on Training
    - Reporting for Admin / super user
  - Basic User
    - Hands on Training
  - County technician
    - Repair and replacement
    - Hands On training
    - Report training understanding for County Technician
- Video Training / tutorials

6.1.2 Poll Worker Training

Dominion will work with the County in developing Poll Worker training. Content will include Election Day procedures and how to handle special voting situations that may arise. Such a change in voting systems requires a change in polling place forms and procedures and as such, Dominion will provide manuals from previous implementations and will assist in redesigning manuals and procedures accordingly. Cook County Clerk will be primary author and designer of their training documentation.

In addition, Dominion will assist in the development of Poll Worker literature and training videos. And Dominion will assist in building instruction manual for the Train the Trainer Program. Dominion shall serve as active participants in all of the County's Train the Trainer

sessions during implementation phases of this contract and provide any necessary feedback on both documentation and presentation. Dominion will also support the Poll Worker trainings, as necessary, to ensure that training equipment is operable and functioning as expected. It is understood that during the implementation phase all election workers will be trained and those training will occur over approximately 200 different sessions. It is not expected that Dominion will need to support all of those so long as the equipment is operating as expected and knowledge is being transferred.

6.1.3 Documentation

Dominion will prepare and provide, or assist the Clerk's office, as the case may be, all needed training material, which includes training manuals, quick reference guides, presentations, and technical reference manuals when necessary. Training and curriculum particular to the resources, staff, and needs of the County will be developed as part of the implementation meetings and materials will be provided before implementation for both hardware and software functions. The County is authorized to customize the materials provided as part of the Dominion training program.

6.1.4 Training Schedule & Activities

The following are training curriculums and Dominion resource allocation estimates which the Clerk agrees appears reasonable. The real allocation of time may differ depending upon the success of the knowledge transfer activity. The acceptance of this training is at the reasonable discretion of the Clerk. The number of attendees is not a limitation, but a suggestion in order to provide the best hands-on training.

Training Class Description	User Category	Sample topics	Days	Students per Class / Number of Classes
ImageCast Precinct Tabulator Operations Training	County Administrator Division User	This course provides an introduction to the Dominion Hardware. Topics include: • Setup of the ICP • Security, including safeguards to prevent and detect tampering • Opening Polls • Processing Ballots • Closing Polls • Troubleshooting	1	15/1

Training Class Description	User Category	Sample topics	Days	Students per Class / Number of Classes
		• Acceptance Testing • Performing L&A		
ImageCast ICP / ICP Precinct Tabulator Training	Basic Users - Election department Workers	This course trains poll workers for Election Day responsibilities. Topics include: • Preparing for Election Day • Opening and Closing the Polls • Processing Voters • Managing the Polling Place • Transmission	1	20/4
ImageCast ICX / Precinct BMD Training	Basic Users - Election department Workers	This course trains poll workers for Election Day responsibilities. Topics include: • Preparing for Election Day • Opening and Closing the Polls • System Operations and ballot printing • Processing Voters • Assisting Voters with Special Needs • Managing the Polling Place	1	20/4
ImageCast Precinct Tabulator Election Day Tech Training	Elections Day Technicians	This course provides familiarity with Dominion hardware and teaches the requirements to support the equipment on Election Day. The major emphasis in this course is on equipment troubleshooting. • Preparing for Election Day • Opening and Closing the polls • Processing Voters • Assisting Voters with Special Needs • Troubleshooting Election Day Problems	1	20/5
Train The Trainer Poll Worker Training	Poll Workers Trainers	This course is a train the trainer course that covers how to train Election Day poll workers. This course focuses on teaching trainers how to become better at delivering training, along with covering everything to be included in a poll worker training class. Topics include: • Training Techniques • Learning Styles	2	20/2

Training Class Description	User Category	Sample topics	Days	Students per Class / Number of Classes
		• Presentation Skills • Preparing for Election Day • Opening and Closing the Polls • Processing Voters • Assisting Voters with Special Needs • Managing the Polling Place		
ImageCast Central Operations Training	County Administrator, Division User	This course provides an introduction to the Dominion Hardware. Topics include: • System setup, configuration & scan options • Security • Opening Polls • Scanning ballots and batch management • Closing Polls • Troubleshooting • Acceptance Testing • Performing L&A	1	5
ImageCast Central General User Training	General User	Although the proposed solution uses an intuitive Canon X10c scanner, it is important that staff and any temporary election workers have a full understanding of the system. It is recommended that all operators attend a half day class, during which they will have hands on experience loading ballots, scanning, and troubleshooting any issues.	1	10
Democracy Suite EMS (Election Event Designer and Results Tally & Reporting)	County Administrator, Elections Staff Personnel Administrative Users	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview and components setup • Turning on system and opening application • Application overview • Importing from DFM • Creating and editing contests • Creating and editing ballot layout Programming voting devices	5	5

Training Class Description	User Category	Sample topics	Days	Students per Class / Number of Classes
		• Creating Audio Files for accessible voting • Opening an election project • Zero reports • Results files • Adjudication status • Validating, Publishing and Reporting • Generating reports and using report filters • Report exporting, saving and printing • Creating the ENR export Troubleshooting		
ImageCast Adjudication	County Administrator, Elections Staff Personnel Administrative Users	This course provides an introduction to ImageCast Adjudication. Sample topics include: • Overview and components setup • Turning on system and opening application • Setting up the application • Application overview o Administrator o General user • Adjudicating ballots • Administering adjudicated ballots • Reporting • Closing/exiting application • Troubleshooting	2	10

7. **Media, Voter Education and Outreach**

Dominion's voter outreach and voter education program is a customizable service. Dominion will work alongside Cook County in creating a scope of work tailored to the specific needs and desires of the jurisdiction regarding staff training, voter outreach and education. This collaborative approach to voter outreach could involve any form of voter outreach and educational items that Cook County believes would aid in familiarization of voters with Dominion's voting technology, such as public demonstrations of the new voting equipment, a mock election, and how-to-vote resources that can be distributed on the Cook County Elections website.

Dominion shall provide support to the County through 2019, with emphasis on the 2018 election cycle, to assist in the development of a communication strategy and support to address the media, voter education and outreach. The following are the media, voter education and outreach objectives.

- Maximize voter familiarity and comfort with the voting systems.
- Assist the County in conducting a thorough voter outreach program capable of reaching the diverse elements of the County's voting population.

8. Election Services

8.1 Election Definition

The creation of the election database, memory cards for tabulators, and the ballot and report packages is a critical step in the election implementation. Given the very limited time available between the certification of the final ballot and the distribution of UOCAVA / Absentee ballots, it is very important that timelines are appropriately managed. Dominion employs an iterative approach to ballot creation, where efficient rounds of ballot proofs are provided to election officials as information becomes available. In many cases ballots have already been approved by the time they are certified, maximizing the time available for pre-election testing and logistics.

Dominion is familiar with the level of care and attention, and the rigorous proofing that election data receives in the County's system. While we are strong advocates of exercising rigor and caution during the ballot production phase, some or all of the iterative steps described below may not be required. This decision will be made by the Dominion project team and the Cook County stakeholders following system configuration, end-to-end testing and after completion of a mock election.

Democracy Suite shall have the capability of importing election data from the County's election management system to generate ballot layout used to conduct an election. Dominion shall provide election definition services for all elections.

8.1.1 Import of data files into the EMS system. Using the data import bridge created during configuration, the Dominion project team will create an initial election database, ballots and reports using approved templates. Dominion staff will review the database for internal consistency, and provide draft proofing packages to the County officials for review.

8.1.2 Defining election project parameters and assigning templates.

8.1.3 Assigning all voting devices and tabulators (ICC, ICX-BMD, UOCAVA, and ICP).

8.1.4 Defining ballot structures. As soon as possible following the certification of final election data, the Dominion project team will provide final ballot proofs to the County officials. We estimate that this should be complete in approximately two days, but this is dependent on active participation in the iterative process. Ballot proofs must be carefully reviewed and formal approval issued to the Dominion project team before proceeding.

8.1.5 Creating proofing ballots. Final ballot PDF images are provided to appropriate Cook County officials for provision to a certified printer. Election Project back-ups are uploaded to a secure transfer site for restoration on the County election servers. These project back-ups allow Cook County officials to create memory cards, and form the results database that will receive results.

8.1.6 Creating audio ballots. Dominion recommends the use of machine synthesized audio files for use in the creation of audio ballots. In the event that modifications to the machine synthesized audio is required, time has been set aside for the County to undertake this with Dominion's assistance. Dominion understands the importance the County places on the production of accurate, easily understood audio ballots. As part of the initial configuration process, we will determine how to best leverage existing processes, tools and systems to create an audio ballot that meets the County's standards. On the conclusion of this step, adjustment to the project plan and schedule may be required to ensure the timely and accurate production and testing of the final accessible voting session

8.1.7 Creating official ballots.

8.1.8 Creating election files and the security keys for the ImageCast.

8.1.9 WinEDS Support. For Phases One and Two as described herein, Dominion will still provide support with the legacy equipment ballot programming. Dominion will ensure that the database is successfully configured, data imported, audio files created and cartridges are created.

The County shall review and approve, or identify issues to all Dominion deliverables related, with particular attention to ballot proofs and audio files, to such service within two (2) business days of discovery of an issue by the County. In the event the County discovers an issue, it shall provide written notice to Dominion following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the County.

In the event the County approves the final ballot proofs and audio files and subsequent to such approval, requests that a change be made to the deliverable, the Dominion may provide the change according to the service pricing identified in the Dominion price resource rate chart.

8.2 Ballot Layout

Dominion's Ballot Layout/Generation System must support English, Spanish, Chinese, and Hindi both in written and audio format; and, have the ability to add new languages. The system is capable to add additional languages. The EMS must generate full-sized press-ready ballots in industry standard PDF format. The EMS must have options to control fonts, line weights, and the number of columns, multiple languages, multi-card or double-sided, portrait-style, and colored headers. The ballot is 8.5" wide and can vary between 11"-22" in length.

8.3 Logic and Accuracy Test

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

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

The Dominion project team will be available to supervise during the Pre-LAT process and available to assist on an as required basis. The voting equipment must be set up and operational by Cook County staff. Dominion support staff will oversee the process with Election Officials. It is the responsibility of County staff to conduct Logic & Accuracy testing on all vote tabulator equipment that will be used in the election.

Election files are transferred from the EMS to removable memory devices, which are created for each ICX ballot marking device, ICP tabulator and the ICC system. After loading the election files onto the units, Pre-LAT must be performed on all System components before deployment.

Pre-LAT is performed on the ImageCast X-BMD, ImageCast Precinct and ImageCast Central tabulators though the use of ballot test decks. The County has purchased a license to the Dominion Automated Test Deck software, which will create test packs for running Pre-LAT with optional marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables for testing. This provides

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

Dominion's responsibility will be to manage and oversee the installation of the production database on the production servers; to manage and oversee the creation of election file data (both for early vote and for in-precinct); to manage and oversee the copying of the vote election file data from the servers onto properly-formatted election cartridges; and to generally ensure the smooth and efficient conduct of the PreLAT support. Dominion shall provide the assistance necessary to assist and enable the County to conduct the Pre-LAT regimen including, but not limited to, vote simulations, results transmission to the ImageCast Listener, and vote total reconciliation.

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

Dominion shall also assist the County in developing equipment delivery and retrieval strategies, and the dry run testing of the EMS Cluster, ImageCast Listener, and associated voting equipment, including remote site and precinct transmission of results, high-speed ballot processing and network redundancy.

The skill level and commitment of Dominion's support shall include, at a minimum:

Functional Area	Support	Estimated Commitment
EED Database Production (Offsite)	1 Senior DBA	3 weeks
EED Database Quality Assurance (Offsite)	1 QA Leader	2 weeks
EED Database Quality Assurance (Offsite)	1 QA Resource	2 weeks
EED Database Quality Assurance Proofing (Offsite)	1 Temp	1 week
EED Restore and Pre-LAT Support	1 Senior DBA	5 weeks

These support commitment levels are an estimate of the minimum time required for Dominion to meet its obligations under this Agreement and are based upon prior County Election experiences. Dominion will provide the resources necessary to complete the tasks and meet the criteria agreed for successful election.

8.4 Election Week

A Dominion technician will be onsite for the November 2018 Election and the 2019 elections to provide direct support during Election week (Monday –

Thursday of the week of the election) The Dominion technician will also provide technical assistance with election management using EMS server, including:

- Assist in tabulation of election results
- Assist with transfer of results for outside reporting
- Assist with canvass of results
- Assist in creation of special reports

For each Election, Dominion shall facilitate necessary consultations with appropriately skilled Dominion personnel about issues that arise concerning the election equipment or software. Such consultation shall include field technicians with the skill, equipment and transportation necessary to respond to problems at polling places or Remote Distribution Centers.

The skill level and commitment of support shall include, at a minimum:

Implementation Phases – Onsite Support		
Functional Area	Support	Days Prior to and Including Election
RTR Tally Support	1 Senior DBA	3 Days
RTR Tally Support/Report Generation Support	1 Jr. RTR	3 Days
ICL Listener Support	1 Jr. DBA	2 Days
Director's office Support	1 High Level Support	3 Days
Call Center Help Desk Support	2 Technicians	3 Days
Warehouse Field Support	3 Technicians	3 Days
Warehouse Admin & Technical Support	5 Technicians	3 Days
Warehouse Technical Support DSuite	1 Technician	3 Days
ICC Technical Support	1 Senior Technician	2 Days

Post Implementation Support - Onsite		
Functional Area	Support	Days Prior to and Including Election
RTR Tally Support	1 Senior DBA	3 Days
RTR Tally Support/Report Generation Support	1 Jr. RTR	3 Days
ICL Listener Support	1 Jr. DBA	2 Days
Warehouse Admin & Technical Support	3 Technicians	3 Days
Warehouse Technical Support	1 Technician	3 Days

These support commitment levels are an estimate of the minimum time required for Dominion to meet its obligations under this Agreement and are based upon

prior County Election experiences. Dominion will provide the resources necessary to complete the tasks necessary for a successful election.

8.4.1 Election Day

The objective of the Election Day services is for Dominion to assist the Cook County with monitoring the Election Day deployment.

Dominion shall, on the day of each Election, provide sufficient and appropriate on-site and other support personnel and services for the County's Administrative headquarters, Call Center and Remote Distribution Centers. Dominion shall also provide the support necessary to assist and enable County to collect, tally, and report election results.

Dominion provides dedicated on-site technical support representative for the County's Election Day, located at the County's central location. Dominion's support will be available to support the County from one hour before poll openings until the election results are completed for the night. Dominion's on-site support representative is responsible for providing technical support related to the County's tabulator and accessibility components. Dominion's on-site support will be equipped with a vehicle and a mobile phone ensuring that they are accessible to all election officials.

The Dominion project team will reach an agreement with Cook County officials on their specific roles during Early Voting and Election Night. This decision will be informed by the County internal support plans, as Dominion staff should be available to provide additional support for issues that cannot be addressed through existing channels.

8.4.2 Election Night

On Election Night, County Officials will close polls and produce results tapes for Election Day. County workers will be instructed to follow the Cook County Manual for closing poll procedures. Once Polls are closed, County workers initiate the transmission of the tabulator results or returning tabulator memory cards, as determined by the County.

Results are tabulated in the RTR software module. A Dominion representative will remain on-site to assist the County in the creation of results reports. Once final reports have been generated using RTR, the Dominion representative on-site will create a backup of the Election Event Project. A backup of the Election Event Database, including the tallied results from election night, is created and stored in a separate, secure, and County specified location. This is done as a safety precaution; the backup can be used to restore the Election Event Database, with the tallied results, if necessary.

8.4.2.1 Results, Tally and Reporting:

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

The Results Tally and Reporting module enables election officials to use election data and report in styles and formats required by the Secretary of State.

The Results Tally and Reporting module of the EMS shall provide reports with customizable queries, including the reporting of partial election returns throughout Election night, final unofficial election returns, and Canvass reports.

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

8.4.3 Post-Election

Dominion shall, following each Election, provide to the County sufficient and appropriate on-site support necessary for County to complete the official canvass and ballot reconciliation, report preparation and final certification.

8.4.3.1 Dominion will assist the County in creating procedures for the conduct of the canvass and any necessary audits and recounts. The system shall provide canvass reports including, but not limited to Interim, Semi-Final Official, Final Official, and the Statement of Vote reports. Dominion will be available to assist the County's staff in the conduct of the canvass and for any recounts through the 2018 – 2019 Election Cycle.

8.4.3.2 Five Percent Re-tabulation. Dominion will assist the County in creating procedures for the required five percent tabulation and any future audits that exists squarely within a framework dominion supports for other clients.

8.4.3.3 Recount. The system must be able to provide for a manual recount process that would utilize either the physical ballot or ballot image with AuditMark®[3], Cast Vote Record and EMS statement of votes report. Dominion will assist the County in creating procedures for a recount.

8.4.3.4 Post-Election Certification. For each Election, Dominion shall provide support to assist and enable County personnel to successfully complete the state mandated election results certification.

The skill level and commitment of Dominion support shall include, at a minimum:

Functional Area	Support	After Election
RTR Canvass Support	1 Jr. Programmer	3 weeks
ICL Listener Activity Log Support	1 Jr. Programmer	3 Days
ICC Technical Support	1 Senior Technician	3 Days
Warehouse Logistics Support	1 Technician	4 weeks

9. Communication and Escalation

9.1 Personnel Availability and Support

Dominion shall provide the qualified and competent personnel and the hours required by this Agreement in each of the following areas to assist and enable County's personnel to successfully complete each Election. The support staff requirements set forth in this agreement and are in addition to the Dominion PM and the Product Specialist. The term "assist and enable," when used in this Agreement, shall mean that Dominion shall impart the requisite information, knowledge and technique necessary for reasonably competent individuals to accomplish the objectives described in the given Special Conditions.

Dominion staff listed shall be available during the following periods of time during the term of this Agreement.

Standard Business Operations	9:30 A.M. to 4:30 P.M. Central time, Monday through Friday
15 to 60 days prior to each Election	8:00 A.M. to 6:00 P.M. Central time, Monday through Saturday
1 to 14 days prior to and 1 to 21 days following each Election	8:00 A.M. to 8:00 P.M. Central time, seven days a week
On each Election.	24 hours per day

[3] AuditMark® is a registered trademark of Dominion Voting Systems Inc.

9.2 Response Time

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

On each Election and for the 24-hour period immediately preceding each Election and for the 48-hour period immediately following each Election, Dominion shall provide response within thirty (30) minutes of written notice, support personnel on-site in the County's office to provide assistance and advice on the use or maintenance of the System.

9.3 Help Desk Support

Timeframe availability: Help Desk support is available during regular business hours (Mon-Fri, 8 am – 5 pm) and 6 am – midnight on Election Day. In addition, support personnel have company cell phones for after-hours support.

Dominion uses an automated ticket-tracking system. The target resolution time serves as a trigger point for escalation of the problem. The following table characterizes types, severity, and response times.

Response & Resolution Time SLAs				
Phase	**Initial Response**	**Estimation Response**	**Subsequent Responses**	**Target Resolution Time**
Election Day	Immediate	30 Minutes	30 Minutes	4 Hours
Ballot Programming	4	6 Hours	Every 6 Hours	Hours
Pre-Election Day Period	6 Hours	8 Hours	Each Business Day	3 Business Days
Early Voting Period	1 hour	2 hours	1 hour	4 Hours
Non-Election Period (greater than 45 days prior to election)	Next Business Day	Next Business Day	As Agreed	As Agreed

9.4 Tiered Election Day Escalation Procedures

On Election Day, Dominion's support is divided into 3 Tier groups.

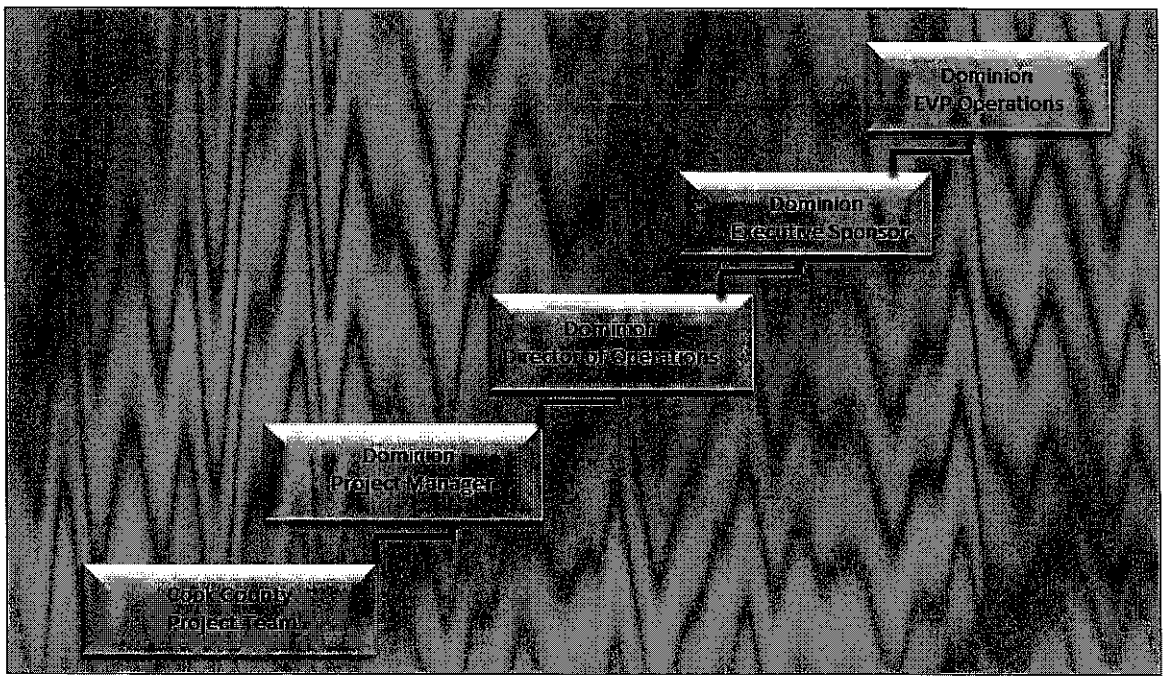
Tier 1 is Cook County's Call Center. Cook County's Clerk's Call Center will respond to all poll worker inquires and concerns. Cook County's Call Center staff will be trained, experienced and well equipped to handle all types of supports calls. Issues that are not able to be resolved by Tier 1 are escalated to Tier 2.

Tier 2 is Dominion On-Site Support. Dominion's on-site support will resolve all calls that are escalated to them by Cook County's Call Center Staff. If Tier 2 cannot resolve the issue over the phone, a Field Serve Representative will be sent to the polling location to further inquire and/or issue a replacement of the equipment. Issues that are not able to be resolved by Tier 2, are escalated to Tier 3.

Tier 3 is Dominion's Field Service Representatives (FSRs). Dominion's FSR are contacted by Tier 2 if a polling location requires an onsite visit. This can mean a replacement of a tabulator. It is the responsibility of Tier 2 to coordinate any onsite support required by a polling location. All Dominion FSRs are trained on the Dominion Hardware to supervise and support the polling locations assigned to their region. Dominion FSRs will oversee and assist tabulator operators run polls effectively from polls open to polls close. This includes, responding to calls and deploying solutions instructed by Dominion's on-site support. To ensure ongoing communication with required personnel, Field Service Representatives will be equipped with a van and a mobile phone that includes access to text and calls.

It is the responsibility of Cook County to handle all poll worker calls. If County Staff is not able to provide the required support to Poll Workers, it is the responsibility of the County Staff to contact Dominion's on-site support.

During the course of implementing the Tabulator Solution, Dominion's Project Team works closely with Cook County, to establish clear and timely information flow. This communication helps reduce the number of problems, and supports early identification of issues that require resolution through the Problem Escalation Procedure (PEP). The following table outlines the problem escalation path for the Dominion Team:



9.5 Problem Escalation Procedures

9.5.1 Problem Identification – Cook County identifies a problem, or Dominion proactively identifies a Dominion problem.

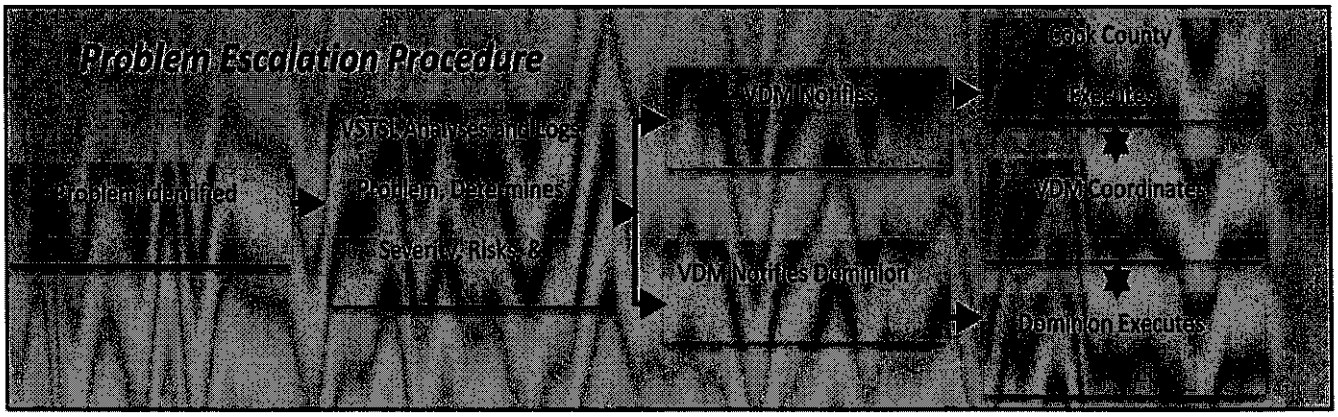
9.5.2 Problem Analysis – The Dominion PM will describe, document, and log the problem in Dominion's automated ticket tracking system. The Dominion Vendor Delivery Manager will notify appropriate Cook County/Dominion staff of the severity and risk of the problem.

9.5.3 Problem Mitigation Plan (PMP) –The Dominion PM will lead a team to identify the root cause of a problem, determine/document mitigation approach, and identify the management point of contact for approval of the PMP.

9.5.4 Mitigation Execution – The Project Team will execute the approved PMP and track resolution. The Dominion PM will monitor the problem on a daily or weekly basis during mitigation execution.

9.5.5 Problem Escalation Process – The Dominion PM will escalate a problem, based on exceeding the resolution target time, or at the Dominion PM's discretion. Since problems do not always occur during normal business hours, key stakeholders will be provided with emergency contact information, which will allow our team to be reached outside of business hours (e.g. evenings, weekends, holidays, etc.), and on an emergency basis. Using Agency shall have authority to directly contact the Contractor's executive sponsor as part of the escalation process.

9.5.6 Problem Close-out – The Dominion PM will document problem, resolution, and lessons learned. The Dominion PM will also close out the item in the problem and risk logs when resolution confirmed by the Using Agency.



9.6 Multiple Contact Method

Communication with Cook County will be done in four ways throughout the life of the project.

9.6.1 Scheduled Project Updates (In-Person Meetings)

The Dominion PM will be dedicated to the Cook County's account, and be available for on-going interaction with the Cook County's Project Manager. The Dominion PM will meet with Cook County on a regular basis, to review the project implementation status, any concerns, and escalation points. In these meetings, Dominion's project team and the Dominion PM will provide a full update on the project status, to the Cook County's Project Manager and Project Team. In addition to scheduled meetings, the Dominion PM and Project Team will be available for any ad hoc meetings that shall be required to co-ordinate specific activities and address concerns. Dominion PM will be available and committed to participate in all regular meetings with Cook County concerning this Agreement. The Dominion PM will be responsible for responding to and managing the resolution of issues raised Cook County in a timely manner.

9.6.2 Telephone/Email

Cook County will have direct contact with Dominion PM and Customer Relations Manager through the life of the project. Cook County Staff will be provided with Dominion's key team members' email address and telephone numbers to ensure inquiries are addressed in a timely manner. The Customer Relations Manager will schedule regular calls and/or meetings can be scheduled by the Project to facilitate Task Communication with Cook County.

9.7 Tracking and Reporting – Warranty Procedures

Dominion utilizes its Customer Relations Management System (CRMS) to oversee repair and maintenance issues. This is the same ticket tracking system that is used for problem escalation. The CRMS tracks a service request from the initial point of contact to issue resolution. It provides Dominion with a management control tool as well as a status/historical reporting capability. The CRMS will also be used to retain/reference repair orders and all other documents reflecting any work performed on any voting system component. Once a call/email is received, a work ticket is created and the initiating party will be contacted by a member of the service team. Initial contact will be established after notification. At that time, additional troubleshooting instructions may be provided to help the service team respond to the failure or defect. If the defect or failure cannot be addressed in this manner, a service representative will make the arrangements for resolution.

Dominion utilizes a variety of extensive forecasting activities, product road mapping and the stocking of required inventory to ensure the availability of commercially available hardware items. Dominion maintains warehouses in San Leandro, CA, Jamestown, NY and McKinney, Texas, with an inventory of all parts and supplies, and can respond quickly should a need arise. These long term supply models are developed through a number of different techniques which include, but are not limited to:

- The purchasing and monitoring of safety stock inventories to permit fast response to customer requests on active material. Forecasts based on historical and projected fallout rates are developed for each potential replacement part to determine the appropriate inventory stocking level.
- Last time buys for end of life material stocking are generated by analyzing historical fallout rates to determine appropriate purchase levels through the life of the product as well as appropriate succession planning for next generation material.
- Quarterly business reviews are held with strategic partners which includes the manufacturers of ImageCast third-party components (printers, scanners, displays, laptop, servers, modems, etc.). This strategic alliance ensures a seamless supply chain transition as products develop from generation to generation.
- Detailed product road mapping activities are reviewed on a monthly basis both internally and externally to assess lines of supply. These activities ensure that Dominion has proactive transition plans which include:
  - access to new and developing product to permit early testing and succession planning as well as backward compatibility
  - advanced buying opportunities for new product or end of life material to ensure component availability
  - development and training of Dominion personnel for repair activity which includes analysis of component stocking levels for potential replacement inventory
  - implementation of Dominion quality standards at OEM sites in advance of product supply to insure quality standards are met and don't adversely affect supply.
  - consistent and methodical review of supply lines for each product.

10. Dominion Hardware Services

10.1 Preventative Maintenance and Rework.

Dominion shall provide one (1) preventative maintenance inspection once every two years, starting after May 2020 and a general rework of all Dominion Hardware during the term of this Agreement. Such inspection shall be conducted by Dominion's technicians at a mutually agreed time, date and location. If during this inspection Dominion's technicians determine that any Dominion Hardware part or component is defective or in

need of replacement, Dominion shall replace the same to the extent required by the equipment warranty terms and conditions as defined herein, with repair parts provided by the Dominion. The ImageCast Precinct and ImageCast X Acceptance Preventative Maintenance checklist is attached hereto as Schedule I.

10.2 Service Request.

10.2.1 Primary Support. Service requests shall initially be made to any of the Dominion's on site staff as set forth above, and may be made by any member of the County project team: the Director of Elections, the Deputy Director of Elections, The Operations Manager, and the Senior Manager of the Elections Operations Center (Warehouse). Primary support service requests will be responded to within twenty four (24) hours of the time of written notice of the service request.

10.2.2 Secondary Support. If the service request cannot be promptly resolved by Primary support, within forty eight (48) hours of written notice of the service request, Dominion shall provide either off site telephone support or dispatch to the County the support personnel necessary to resolve the service request. Once initiated, Secondary support personnel shall then commence and diligently prosecute efforts to resolve the service request and will continue such efforts until the service request has been resolved to the County's reasonable satisfaction. In the event of the inability of the Primary support to satisfactorily resolve the service request, Dominion shall initiate Secondary support as required herein. If the Dominion fails to provide either the Primary support or Secondary support as required herein or otherwise fails to provide support to the County according to the terms of this Agreement, at County's request, Dominion agrees to replace all or some of the Dominion's on site staff as set forth in this Agreement.

10.3 Warranty, Repair Services and Parts. Warranty and repair parts shall be new. Dominion will track and retain documentation on maintenance and repair activities, and will coordinate all repair and maintenance actions with the appropriate staff at Cook County. The County will be given paperwork stating completion of work performed and status of the Voting System. In order to achieve the best possible level of service for our customers, Dominion addresses warranty, repair, and maintenance in a comprehensive and effective manner as characterized by the following:

- Engineering – Key components are designed with redundancy.
- Repair – Dominion maintains a warehouse of spare parts to. Dominion maintains spare systems as contingency replacements. Dominion will be able to provide spare parts for up to twelve (12) years after Clerk's acceptance of the system, components.

- Readiness – Dominion's technicians are well trained, experienced, and have spare systems available to ensure required timelines can be met.
- Tracking and Reporting – Dominion will utilize an automated ticket tracking system to manage repair and maintenance tickets. This is the same ticket tracking system that is used for problem escalation.

10.3.2 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

10.3.3 Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its Specifications. The Dominion Hardware Warranty shall remain in effect during the term of the Agreement or any extension thereof.

10.3.4 Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty services:

i. Dominion shall bear the costs for shipping the repaired or replaced Dominion Hardware components or parts to the County.

ii. The following services are not covered by this Agreement, but may be available at Dominion's pricing as stated in the Schedule of Compensation (Exhibit 2) or Consumables Price List (Schedule H).

a. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, Canon scanner rollers, disks, etc.;

b. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

c. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

d. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

10.3.5 No Other Warranties. EXCEPT AS PROVIDED IN THE PROFESSIONAL SERVICES AGREEMENT AND EXHIBIT [X], THE IT SPECIAL CONDITIONS, DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10.4 Maintenance Log.

Dominion shall maintain a maintenance and repair log for each incident Dominion received written notice from County of the repair of an item of Dominion Hardware, the date, time, and duration of all maintenance work performed on Dominion Hardware by Dominion, and a description of the cause for the work, either by description of the error, defect or malfunction or as regular maintenance and diagnostic reports of correction, adjustments, or updates. This log shall be maintained and provided to authorized County personnel upon request. In addition, the information in the log shall be aggregated into a management report which shall be provided on a monthly basis to the County.

10.5 System, Software Training and Development.

Dominion agrees to provide and shall provide to County staff the hours of training listed in this Section. Dominion and the County shall agree on the Dominion and County staff to provide and receive such training, the topics to be covered, and a schedule for such training.

Training	post implementation years
EMS	16 hours
RTR/Report Generation	24 hours
Preventative Maintenance	24 hours

Any training as to EMS, RTR and Preventative Maintenance beyond the above schedule shall be billed and paid for on an hourly basis. As used in this section, an hour means one hour of training time. Hourly rates are as follows:

10.5.1 Senior Consultant Technical Staff: $185.00 per hour

10.5.2 Midlevel Consultant Technical Staff: $ 125.00 per hour

10.5.2 Software or Hardware Technicians: $95.00 per hour.

Dominion commits to providing three hundred (300) hours of software development at County discretion during the Agreement Term. Any software development items outside of the 300 hours shall be charged as follows throughout the Term:

Title	Tier	Hourly Rate (USD)
Chief Software Architect	4	$250.00
Software Architect	3	$200.00
Lead Software Architect	3	$200.00
Senior Software Developer	2	$175.00
Software Developer	1	$150.00

Development activities include the following:

Key Activity	***Deliverables***	***Responsibility***	***Acceptance Criteria***
1. Assessment	Document work needed in each phase, validated with customer	Sheannse Smith Cathi Smothers	Cook PM to Review and Approve Document
2. Change Management	• Use Eng JIRA ticket system to identify and track needed system changes • Tracking of organizational and logistical changes	Eric Coomer Marco Arteaga	Cook to Review JIRA and Validate Contractual Change Control Followed
3. Reengineering	For Engineering, the Engineering Software development lifecycle process is used to scope, size, slot, develop, test, and release to customer	Mark McKinney Randy Elder	N/A – Internal to Vendor *(Acceptance testing and sign-off is available to the County upon request)*
4. High level QA approach	Dominion uses multi-level quality assurance and quality control processes to ensure that all elements of our integrated voting system perform properly with every use. For its proprietary equipment, Dominion works with top-tier manufacturers based in the United States. Internal acceptance testing is performed	Rade Djermanovic (Engineering)	N/A – Internal to Vendor *(Acceptance testing and sign-off is available to the County upon request)*

Key Activity	*Deliverables*	*Responsibility*	*Acceptance Criteria*
	on each tabulator on receipt from the manufacturer. By the time our products are purchased by the customer, they have gone through three full rounds of acceptance testing. The COTS components of our system come from the technology providers, such as HP, Canon, or Dell. The high quality of our hardware is complemented by a rigorous approach to QA and testing, to ensure that the complete software and hardware solution is running as smoothly as possible. In addition to rigorous testing and control program designed to catch errors, Dominion regularly conducts process audits of our acceptance testing, and programming. Our goal is to ensure that all errors are identified and corrected before occurring in the field. Dominion tests its hardware equipment to the highest standards in the industry. Our test plan is multi-layered, and designed to complement County tests.		
5. Testing & promotion	1. **EAC Certification** – Dominion products are regularly certified as EAC compliant. This is the highest certification standard in the industry and is your assurance that all products have undergone the highest level of testing. 2. **State Certification Testing** – Dominion's team works with the State board to demonstrate	1. Ian Piper 2. Eric Coomer 3. Marco Arteaga 4. Marco Arteaga 5. Marco Arteaga 6. Marco Arteaga, Sheannse Smith 7. Mark McKinney 8. David Moreno	EAC Certification State-level VSTL report and State of Illinois certification Cook PM to approve all test plans and results

Key Activity	*Deliverables*	*Responsibility*	*Acceptance Criteria*
	compliance of the system to any necessary state requirements. This may include testing by external Voting System Test Labs against specific State requirements. The Voting System Test Labs comply with Federal testing standards for Voting systems. 3. **Acceptance Testing** – Each component of the system is tested for functionality on site at the customer warehouse/office. Dominion will provide training and documentation to county officials to assist them in undertaking this task. 4. **End-to-End test** – Dominion and its subcontractors will work with the county to conduct end-to-end testing. We recommend that this test is completed following EMS training on a project reflecting Election Day requirements. In this test, an election project is created, and a representative sample of tabulators is programmed. Test ballots with known results are prepared and cast. Results are uploaded into the election management system and reports generated. The results are then compared to the expected outcomes to verify the system is performing properly. This test is performed on site at the customer warehouse. **5. Pre-Election Logic & Accuracy Testing** – In advance of all elections Dominion		

Key Activity	*Deliverables*	*Responsibility*	*Acceptance Criteria*
	recommends that Logic & Accuracy Testing of each voting system is tested with final Election Day ballots. This complete end-to-end test provides certainty that the system will perform as planned on Election Day. This test is performed on site at the customer warehouse. 6. **Pre-election test** – Dominion advocates the use of a pre-election system readiness test. Prior to the beginning of voting, following the distribution of election systems to the precincts, customers have the option to run a small, mock-election. This test familiarizes poll staff in election night procedures, and provides additional assurance that all elements of the system are functioning properly after transport. 7. **Automated Test Deck Creation** – The creation of automated, comprehensive test decks is an optional service provided by Dominion to assist customers in conducting Logic & Accuracy testing. Using the Election Day database a series of pre-marked ballots are generated based on a computer algorithm designed to provide the highest assurance of system accuracy. When scanned these decks create known outcomes that can be compared with tabulated results. The elimination of error due to		

Key Activity	*Deliverables*	*Responsibility*	*Acceptance Criteria*
	mistakes in hand-marking provides a higher degree of confidence in test results.		
6. System testing (integration, conversion, regression, usability, etc.)	Dominion's Software Development Lifecycle process includes multiple layers of testing. These include nightly build to identify any issues with the previous day's work; unit and functional tests per component; integrated system release builds with automated smoke tests; extensive end-to-end system integration testing using sample jurisdictional elections; precertification testing; load and performance testing and certification testing at the Voting System Test lab. Testing is performed following best practices using the exact hardware, middleware, Operating Systems, and databases included in the Release configuration.	John Giannopoulous (Engineering)	Cook PM to approve test plan
7. Test Plans/Case Development	Dominion's Software Development Lifecycle process includes both manual and automate testing. Test cases are written and performed to cover the multiple layers of testing identified above. In addition, jurisdictional specific test cases are included and tracked to ensure customer-specific needs are covered. The test case library is constantly expanded with new test cases arising from additional hardware, software or customer specific product use.	Rade Djermanovic	Cook PM to approve test plan

10.6 Source Code Escrow. Dominion agrees to place the State of Illinois certified Dominion Software source code (and any subsequent certified upgrades) with an escrow agent following the execution of an escrow agreement containing substantially the same terms as set forth on Exhibit 5, Escrow Agreement. Subject to this provision, the Clerk shall execute the Escrow Agreement on behalf of the County.

10.7 Responsibilities of the County

10.7.1 The County shall notify Dominion by notice to the Dominion PM immediately following the discovery of any error, defect or nonconformity in the Dominion Software.

10.7.2 The County, upon detection of a reported error, defect or nonconformity in the Dominion Software, shall, if requested to do so by the Dominion, promptly submit to the Dominion such data which Dominion reasonably requests in order for Dominion to reproduce operating conditions similar to those present when the error occurred, or the defect or nonconformity was discovered.

10.7.3 The County shall promptly provide written notice to the Dominion PM of any material Dominion Hardware failure, by unit serial number and component, and thereafter allow Dominion full and free, yet appropriately supervised, access, at a time mutually agreeable to Dominion and the County, to said Dominion Hardware (and other necessary election data and election-related materials) required to repair the Dominion Hardware back to working condition. County will allow Dominion to use such machines, communications facilities, and other Dominion Hardware (except as normally supplied by Dominion), consistent with the County's normal business practices and within County security policies, at no charge, which, in the reasonable opinions of the County and Dominion, are necessary in order to enable Dominion to perform the Dominion Hardware and Dominion Software services required pursuant to this Agreement. Except in an emergency, the County's representative(s) shall be on the premises during Dominion's performance of Dominion Hardware and Dominion Software services.

Schedule A

INTENTIONALLY OMITTED

Schedule B

Product Descriptions and System Pricing

1. Democracy Suite (EMS) Software description

Democracy Suite is an Election Management System (EMS) that supports all ImageCast voting channels: early votes, vote by mail votes, Election Day votes from touchscreen ballot marking devices (TSBMD) and Scanner, and Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) votes, from a single comprehensive database.

The Democracy Suite EMS will be hosted exclusively on the Cook County Clerk's internal network, on an isolated network segment that will not be connected to either the County WAN or the Internet. The ImageCast Listener Server allows the ImageCast Precinct (ICP) and the Result Transfer Manager (RTM) to use public telecommunications networks to send the results to the EMS Data Center in a secure manner with encrypted protocols and with dual firewalls controlling the incoming the traffic to the ICL Server, and transferring the data securely to the EMS Data Center.

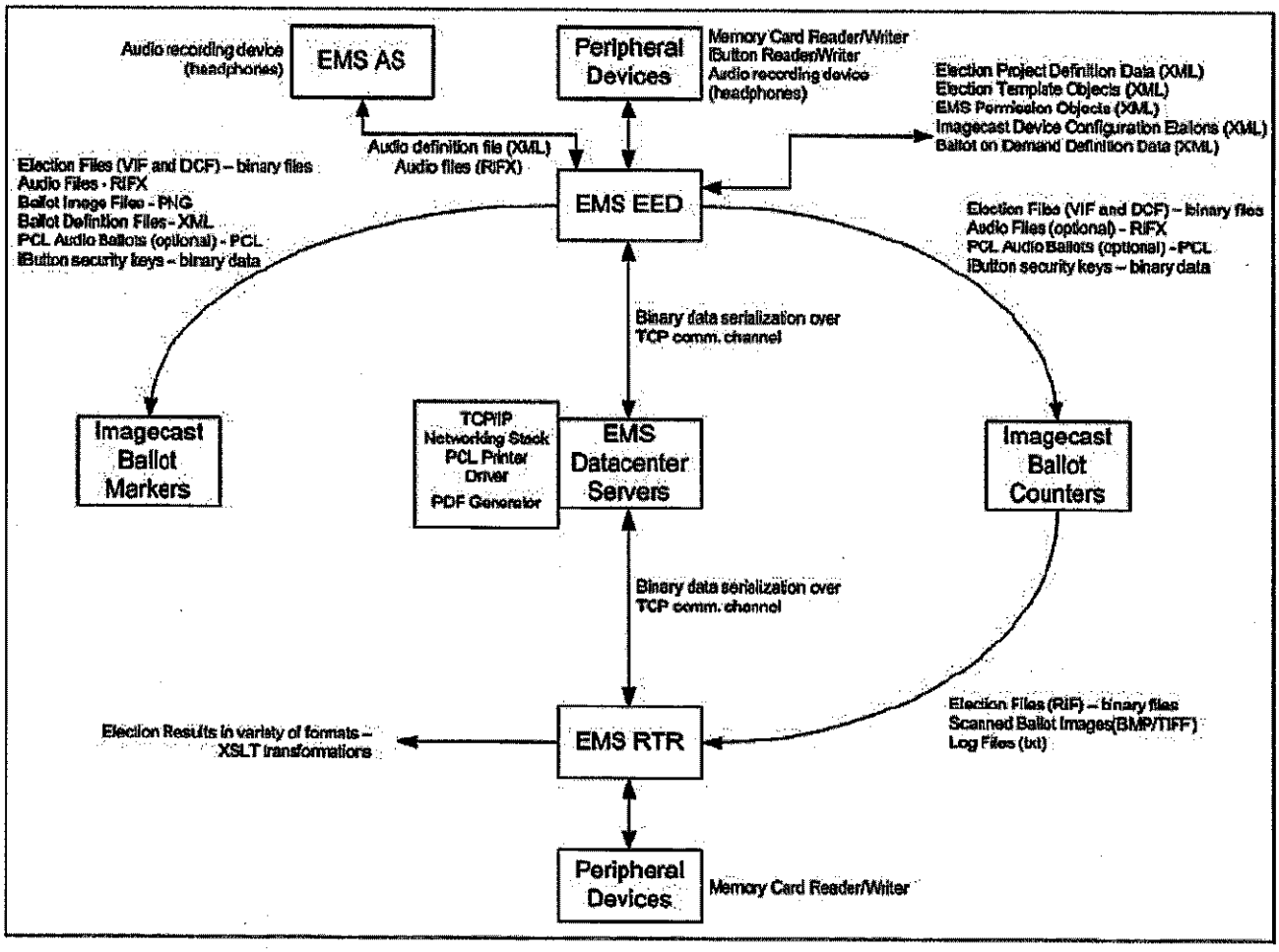
The minimum system requirements are as follows and included in equipment specified to be purchased by County:

- All EMS Data Center server components utilize new generation quad core XEON CPUs
- EMS Data Center server components utilize FB DIMM ECC memory
- EMS Data Center servers are connected to the Gigabit LAN network using Cat6 cables provided by Dominion
- TCP/IP network protocol used for data input/output and inter-process and inter-module communication

From a logical point of view, the EMS system implements interfaces into the ImageCast ballot counting and marking platform using the binary election files specifications. These logical interfacing entities are defined by Dominion and are used for communications between Democracy Suite platform components.

The structure of the election files, as well as the content of the iButton security keys, is bit-level sensitive with regards to accuracy and precision. This means that a single bit change can influence system behavior. The structure of these interfacing entities is dependent on the election domain business logic implemented within the system. Therefore, within the EMS EED application, election files and iButton security keys can only be created when the election project is in the "ballot generated" state.

From an accuracy point of view, CRC checks are implemented. From a security point of view, election files utilize SHA256 (keyed hash HMAC) or digital certificates and AES encryption for data integrity and confidentiality. The figure below presents an overview of the EMS interfaces, focusing on the Democracy Suite internal and external entities.



The Democracy Suite system includes the following Third Party Software:

EMS Standard Server Prerequisites

- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2013 Redistributable Package (64bit)
- Microsoft Visual C++ 2015 Redistributable Package (32bit)
- Microsoft Visual C++ 2015 Redistributable Package (64bit)
- Java Runtime Environment
- Microsoft SQL Server 2016 Standard -(Microsoft SQL Server Management Tools)
- Cepstral Voices
- Arial Narrow Fonts
- BMD-Audio printer drivers

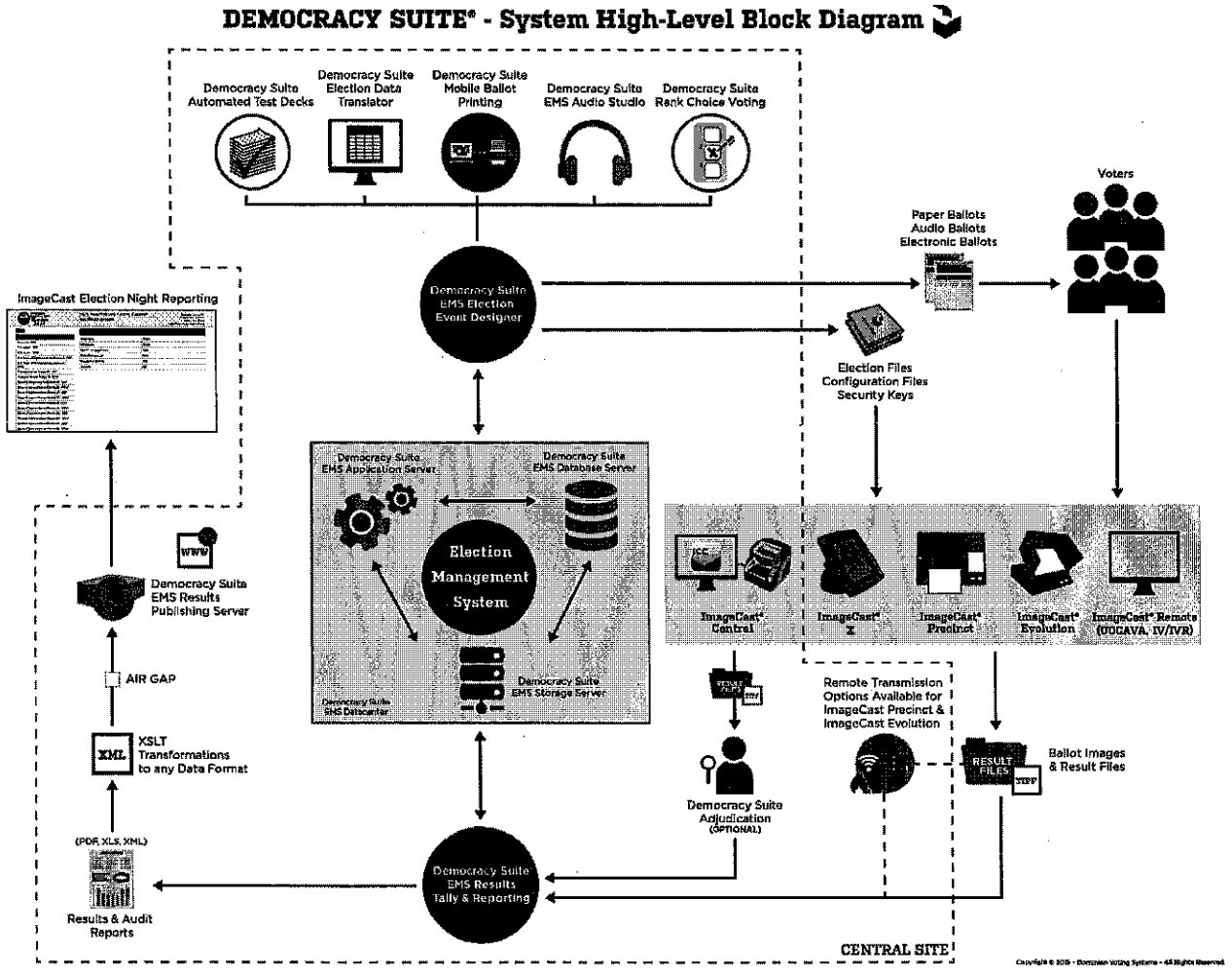
EMS Client Workstation Prerequisites

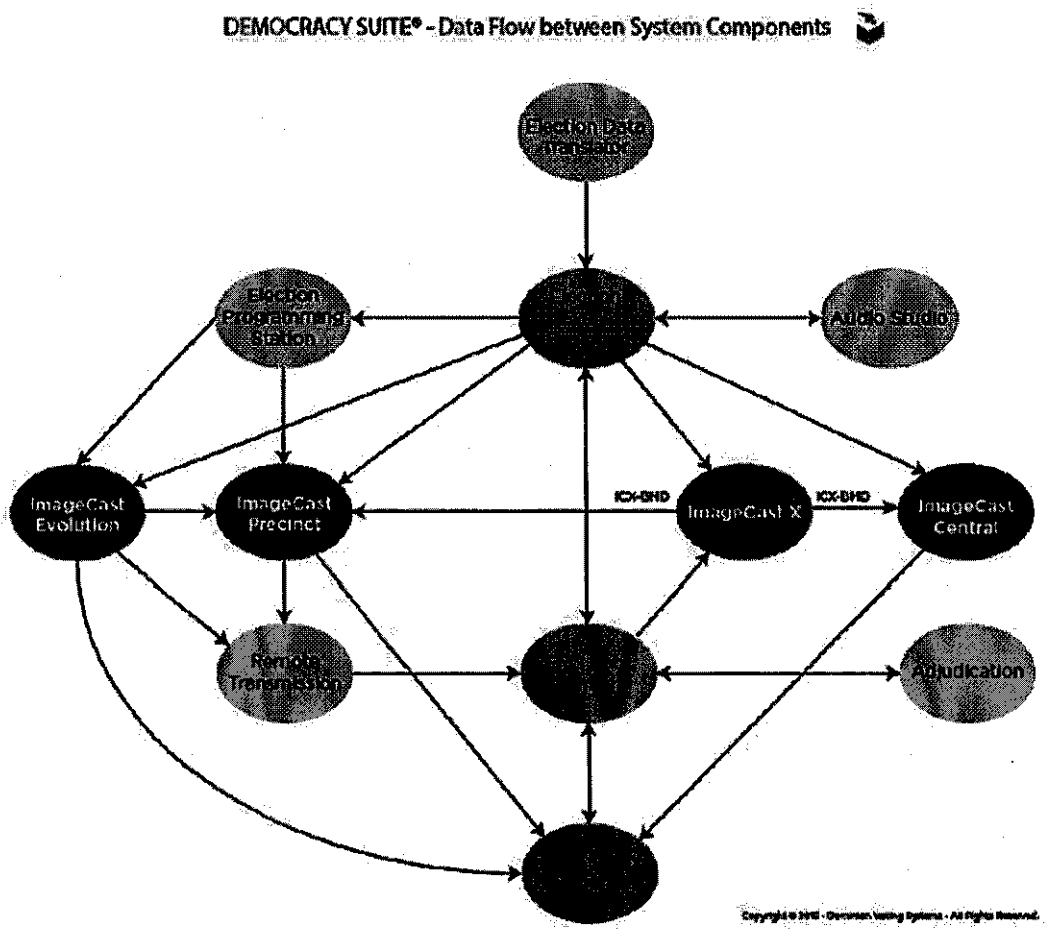
- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2015 Redistributable Package 64bit
- Java Runtime Environment

- Maxim iButton Driver
- Adobe Reader
- Microsoft Access Database Engine
- Open XML SDK 2.0 for Microsoft Office
- Arial Narrow Fonts

Adjudication Workstation Prerequisites

- Dell Latitude T3420 Laptop
- Microsoft Visual J#
- Microsoft Visual C++ 2013 Redistributable Package
- Microsoft Visual C++ 2015 Redistributable Package 64bit
- Java Runtime Environment
- Adobe Reader





The Democracy Suite EMS consists of the following Dominion Software modules:

1.1 Election Event Designer (EED). EED application is used for the definition and management of election event. EED contains all ballot content utilized to define election projects. Each election project is represented as an instance of the election domain database with associated set of election project file. The definition of the election project can be initiated by importing the election data through the Election Data Translator (EDT) module from external systems that contain the necessary relational data to build a ballot or by defining election project entities without importing external data. It is important to note that an election project initiated through EDT can be further modified within the EED Client Application. The EED module can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

1.2 Results Tally and Reporting (RTR). RTR application is used for the tally, reporting and publishing of election results. For the RTR module, inputs represent encrypted and signed election result files, log files and scanned ballot images with Dominion's patented AuditMark, produced by the ImageCast Precinct and Central tabulators (PNG and TIFF images). Outputs represent a variety of election result reports, as well as auditing information (XML, HTML, CSV, MS Excel and PDF formats).

The program uploads the result files into the results tally module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the result tally module, the flow of results to the public and media can be controlled.

RTR allows election officials to review the results before releasing them, and the system provides a number of reporting methods, including but not limited to summary and precinct-level (Statement of Votes Cast) result reports. In addition to the static, pre-defined reports found in most reporting systems, RTR summary and precinct-level reports use the Microsoft SQL Server reporting services engine to offer maximum flexibility to user. These reports feature a variety of configurable options and filters, including detailed breakdowns of provisional ballots cast, ballots cast during early voting, on Election Day, and by mail.

1.3 Adjudication. The adjudication module is used to review and adjudicate ImageCast ballot images. The application uses tabulator results files and scanned images to allow election administrators to electronically adjudicate ballots requiring review based on exception criteria. Exceptions include overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. After a ballot is adjudicated, the ballot image is appended with a record of that decision including the user's name, action taken by the user, and date and time of the action. This adjudication AuditMark is appended to the ballot image under the original AuditMark, which was manifested during tabulation.

1.4 Audio Studio (AS). Audio studio uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast X Ballot Marking Device. The County also has the option to import human-recorded audio, with or without the use of Audio Studio. Pronunciation may be modified using the Cepstral's Swifttalker application. The system outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ImageCast X.

1.5 Automated Test Deck (ATD). ATD is an application used to create test decks for running Pre-Logic and Accuracy Test with marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables for testing.

1.6 Precinct Transmission System. ImageCast Listener is the application used for receiving and tracking encrypted results file transmissions from ImageCast Precinct. A graphical representation of the Precinct Transmission System (including RTR and EED) is attached hereto in figure 1.

Unlike traditional results transmission using FTP/SFTP, the ImageCast Listener uses a Secure Socket Layer (SSL) and proprietary protocol for establishing an authenticated and encrypted connection with the ImageCast Precinct. The ImageCast Listener verifies the signature of the results file upon receipt and immediately informs election officials whether the file is valid or if any suspicious activity is detected. Results files are also encrypted using AES-128 or AES-256 and signed with SHA-256. The SSL Election certificates are generated and installed by Dominion each election, in similar way to how certificates have been provided for the elections in the County during the previous 10 years. If the ImageCast Listener recognizes the transmitted files as valid, they are automatically made available for loading into the Results Tally & Reporting module in the main EMS server.

As mentioned above, ImageCast Tabulators at the voting location will receive confirmation from the server that the results transmission was successful, or in rare cases, prompt the poll worker to retry the transmission. At the Elections office, election officials can view the upload status of all ImageCast Tabulators deployed in the field from a single intuitive dashboard (see screenshot below).

The ImageCast Listener service resides on two (2) independent servers from the main EMS server, these servers are configured in load balance mode, making them capable of receiving transmissions concurrently. The infrastructure is protected by two (2) dedicated firewall appliances configured in fail-over mode. The firewall's client software includes a suite of monitoring tools for traceability of all external network traffic, including source and destination IP addresses. The ImageCast Listener's audit log also records all transmission activity in the Log Server, allowing for full auditability for a given election.

The County shall be responsible for infrastructure items outside of the control of Dominion. This includes without limitation the following:

1.6.1 Open access to any IP address, over Internet Protocol, from the mobile provider's internal network.

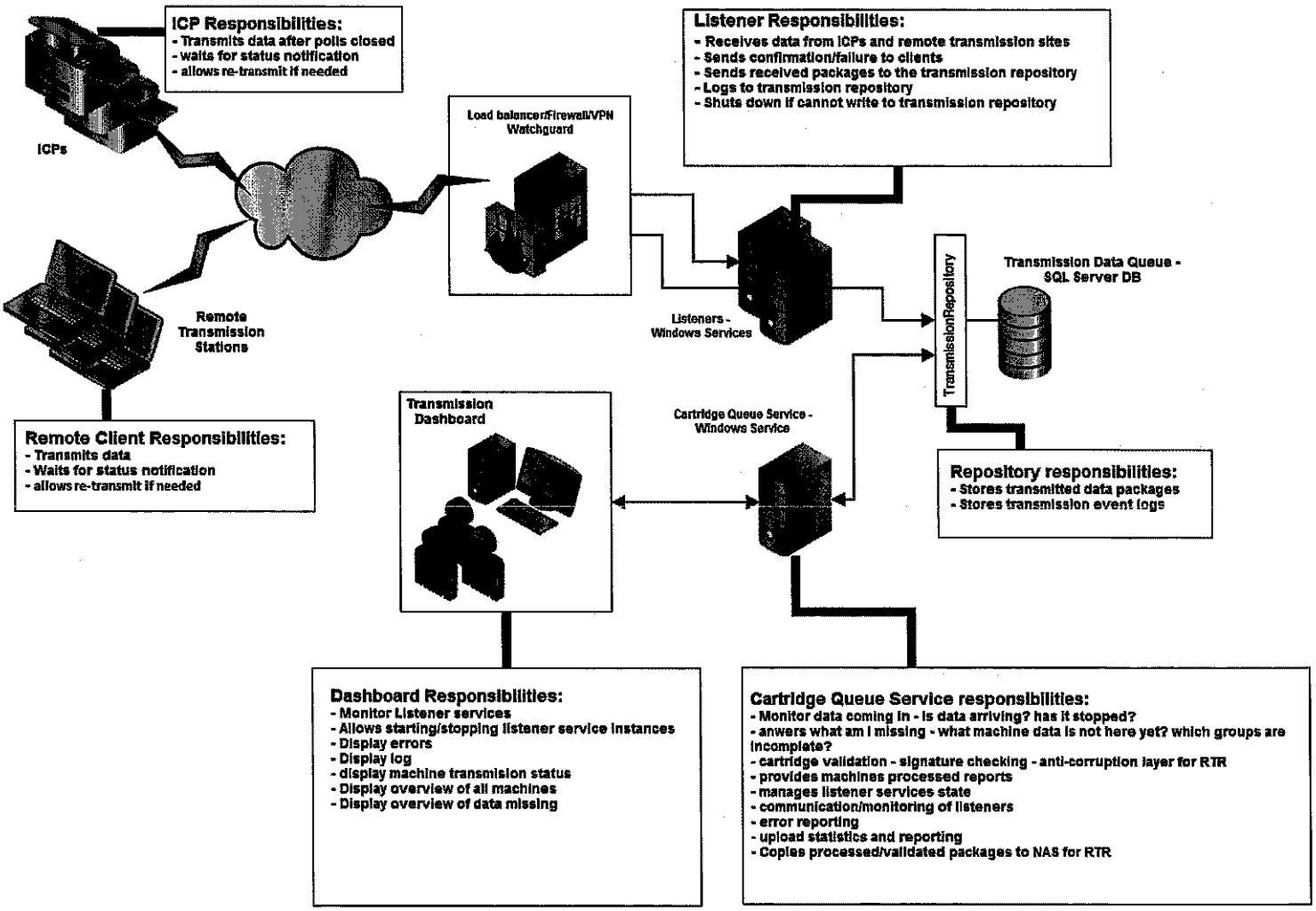
1.6.2 The Firewall on the Electronic Transmission Network must not block outgoing IP ports whether they are UDP or TCP.

1.6.3 The network address translation ("NAT") association table should retain idle IP:PORT associations for at least 30 seconds for UDP connections and 120 seconds for TCP connections.

1.6.4 There must be substantial signal quality in all polling locations that require transmission. Transmission may not be successful without substantial signal quality.

1.7 Results Transfer Module (RTM). RTM is used to facilitate backup transmission of results. RTM runs on a standard laptop computer located in remote sites, running over a secure internet connection connected to the centralized Results Tally and Reporting Module. If the data transmission capabilities of the polling places are not working correctly, the tabulator's memory card will be physically transported to the remote tally sites. At the remote tally sites, authorized officials will insert the memory card into an RTM laptop, and execute the command to automatically transfer the results files to the centralized RTR module.

Figure 1



2. EMS Hardware description, including third-party software components.[4]

Qty	Description
1	**DOMAIN CONTROLLER:** DELL POWEREDGE R330 RACK SERVER 16GB RAM, 2X120GB SSD, WINDOWS SERVER 2016
1	**LOG SERVER:** DELL POWEREDGE R330 RACK SERVER 16GB RAM, 2X2TB SATA, WINDOWS SERVER 2016
2	**EMS SERVER:** DELL POWEREDGE R630 RACK SERVER 64GB RAM, 2x400GB SSD, WINDOWS SERVER 2016
1	SQL SERVER 2016 LICENSE W/5 CALs
5	SQL SERVER 2016 - 10 CALs PACK
1	VOICE SYNTHESIS SOFTWARE LICENSE, ALLISON - ENG - CEPSTRAL 6.2
1	VOICE SYNTHESIS SOFTWARE LICENSE, ALEJANDRA SPA - CEPSTRAL 6.2
1	VOICE SYNTHESIS SOFTWARE LICENSE - SAVE TO FILE FOR WINDOWS
1	VOICE SYNTHESIS SOFTWARE LICENSE - AUDIO DISTRIBUTION LICENSE
1	VOICE SYNTHESIS SOFTWARE LICENSE - CONCURRENT PORT FOR WINDOWS
2	ANTI-VIRUS - AVAST! ENDPOINT PROTECTION SUITE, 5-PACK LICENSE
1	**STORAGE:** SAN EQUALOGIC PS-4210E (12X2TB SATA RAID6)
4	POWERCONNECT 2808 SWITCH
2	POWERCONNECT 3524 SWITCH
2	DELL NETWORKING N1500 SERIES
2	**ICL SERVER:** DELL POWEREDGE R330 RACK SERVER 32GB RAM, 2X400GB SSD, WINDOWS SERVER 2016
2	**FIREWALL:** WATCHGUARD M200
2	**SERVER UPS:** UPS 3000VA (270W) - 2U
1	**SERVER RACK**: 42U-48U ES RACKS
1	**REPORT PRINTER:** DELL SMART PRINTER 35830DN

[4] All equipment is subject to change dependent upon product availability. An equivalent model, certified by the State of Illinois, may replace products that are end of life.

Qty	Description
1	KMM MONITOR CONSOLE (18.5")
1	**Network Switches:** KVM SERVER SWITCH 16 PORTS
8	PATCH CABLE, CAT6, 10 FT. , BLACK
12	PATCH CABLE, CAT6, 10 FT. , BLUE
6	PATCH CABLE, CAT6, 10 FT. , RED
4	PATCH CABLE, CAT6, 10 FT. , WHITE
2	ETHERNET SWITCH, 16 PORTS AND 2 1GBE SFP UPLINK PORTS*
10	**EDES STATION:** DELL PRECISION T3420 (INTEL I5-7600, 8GB RAM, 256GB SSD, W10X64PRO) W/24" MONITOR, K&M, and 20 SD CARD READER/WRITERS
10	SINGLE IBUTTON PROGRAMMER WITH USB ADAPTER, IBRW-100A
10	USB TO 1-WIRE/IBUTTON ADAPTER
10	PATCH CABLE, CAT6, 25 FT. , BLUE
10	STATION UPS - TRIPP LITE UPS SMART 1300VA
7	**EED/RTR/ICL-DASHBOARD STATION:** DELL PRECISION T3420 (INTEL I5-7600, 8GB RAM, 256GB SSD, W10X64PRO) W/24" MONITOR, K&M
7	SINGLE IBUTTON PROGRAMMER WITH USB ADAPTER, IBRW-100A
7	USB TO 1-WIRE/IBUTTON ADAPTER
7	PATCH CABLE, CAT6, 25 FT. , BLUE
7	STATION UPS - TRIPP LITE UPS SMART 1300VA
50	**RTM LAPTOP:** LATITUDE 3380 (INTEL 4415U, 4GB RAM, 128GB SSD, 13.3" HDF DISPLAY, W10X64PRO)
50	LEXAR PROFESSIONAL WORKFLOW CFR1 SD MEMORY CARD USB 3.0 READER

2.1 EMS Network Requirements

2.2.1 Normal bandwidth requirements. The EMS operates optimally over a 1 Gigabit network infrastructure. All computers and network switches are compatible at 1 Gigabit speed. Due to distance between the server room in the 24th floor and the computers office in the 5th floor, we recommend establishing a fiber optic uplink between the main switch in the server room and computers office.

2.2.2 Peak bandwidth requirements. The existing T3 connection between the County HQ and the Warehouse is sufficient to transfer election files to the programming

stations. Comparable infrastructure will need to be established for the County's new warehouse facility.

2.2.3 Verizon Wireless Private Network Compatibility. Dominion equipment can operate over the Verizon wireless network currently established in the County. It will be necessary to work with the County's IT Department to allow traffic for a specific port required for data transmissions from the ImageCast Precinct tabulators and remote transfer (RTM) stations. RTM stations can operate over the existing DSL connections used currently for the remote WinEDS stations.

Dominion Hardware

3. ImageCast X -Prime Touchscreen Ballot Marking Device (ICX-BMD) - *included in the Dominion Hardware warranty*

3.1 Application: ImageCast X-Prime BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored both the ImageCast Central and Precinct Tabulators.

3.2 Components: ImageCast X-Prime BMD is composed of a 21.5" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable. 5 smart cards, 8GB flash drive, audio tactile interface (ATI) with USD cable and headphone set.

4. ImageCast Precinct Tabulator (ICP) – *included in the Dominion Hardware warranty*

ImageCast Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box. The ImageCast consists of the following:

4.1. Two (2) optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.

4.2. Linux Operating System.

4.3. Two SD memory cards ports for storage capabilities. Two (2) 8GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).

4.4. An integrated interactive electronic display in the form of an ultra-high contrast graphical color 5.7" LCD screen, and a built-in touch screen for administration purposes.

4.5. An internal 3" thermal printer and one (1) 3" paper roll for generating reports.

4.6. One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

4.7. A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

4.8. Power supply module uses 120 Vac, 60 Hz, one phase power. It has a power consumption of 0.07 Amps at 120 Volts AC.

4.9. An internal battery which is rated to provide six (2.5) hours of normal use in the absence of AC power. In addition to internal 2.5 hours battery an internal 6 hours battery option is also available. There is also a connection for an external 12VDC SLA battery.

4.10. Patented functionality known as the AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

5. ImageCast Central Scanner (ICC) - *included in the Dominion Hardware warranty*

The ImageCast Central Scanner consists of a commercial off-the-shelf digital scanners configured to work with the ImageCast Central Software for high speed ballot tabulation. Each ImageCast Central Scanner includes the following components:

5.1. Canon DR-G1130 high speed document scanner

5.2. ImageCast Central Software including third party Twain software

5.3. DELL AIO 7450 Computer 24" Touchscreen

5.4. iButton Security Key

5.5. iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

5.6. Patented functionality known as the AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot, known as the AuditMark.

6. ImageCast Molded Plastic Ballot Box - *included in the Dominion Hardware warranty*

A textured molded plastic ballot box per ImageCast Precinct unit. The ballot box is made of a three (3) compartments, custom designed for use with the ImageCast Precinct.

7. ImageCast Wireless Modem - *included in the Dominion Hardware warranty.* Multi-Tech USB HSPA Cellular Modem.

8. Card Activation Reader/Writer for the ICX. ACR - 39U Smartcard Reader/Writer.

9. Voting Booths for the ICX. H: 60 3/4" x W 35" x D 35". Aluminum grade for voting booth frame.

10. Transportation Bags for the ICX. ICX Prime nylon storage and carrying case.

11. Voting Supply Carriers. Design and manufacture mobile Voting Supply Carrier (VSC) that will store, secure and transport voting equipment and will act as a mobile vote center with two integrated voting stations with privacy shields. The VSC will also be used to secure and transport voting booths or storage boxes. Unit will have Secure Document Viewer "Polycarbonate" built into unit.

11.1 Raw Material. All formed material is to be fabricated from high-grade commercial quality, low carbon; cold rolled steel conforming to ASTM-A-366 specifications.

11.2 Construction. Dimensions (less bumpers): 50" in width, 28" in depth, 72" in height (not including casters). Side panels, top pan, bottom pan to be fabricated from 14-gauge steel. Caster pads to be ¼" steel for caster mounting. Unit to have two heavy duty forklift tubes. Back panel to be fabricated from 16-gauge steel. Wire welded construction per specification.

11.3 Electrical. Electrical is integrated with the voting system.

11.4 Powder Coating. Unit to be Powder Coated complete using the following:

- Polyester – Powder Coat
- Color of choice – Standard color only
- Full Gloss Smooth with thickness of 1.5 – 3.0 mils

11.5 Outer Doors. Two (2) 14-gauge swing doors with two point flush lock on external door. All locks to be keyed alike. Security clip holes will be present per spec and enclosed as to not allow access to internal cabinet. Built in Secure Document Viewer "Polycarbonate" built into door.

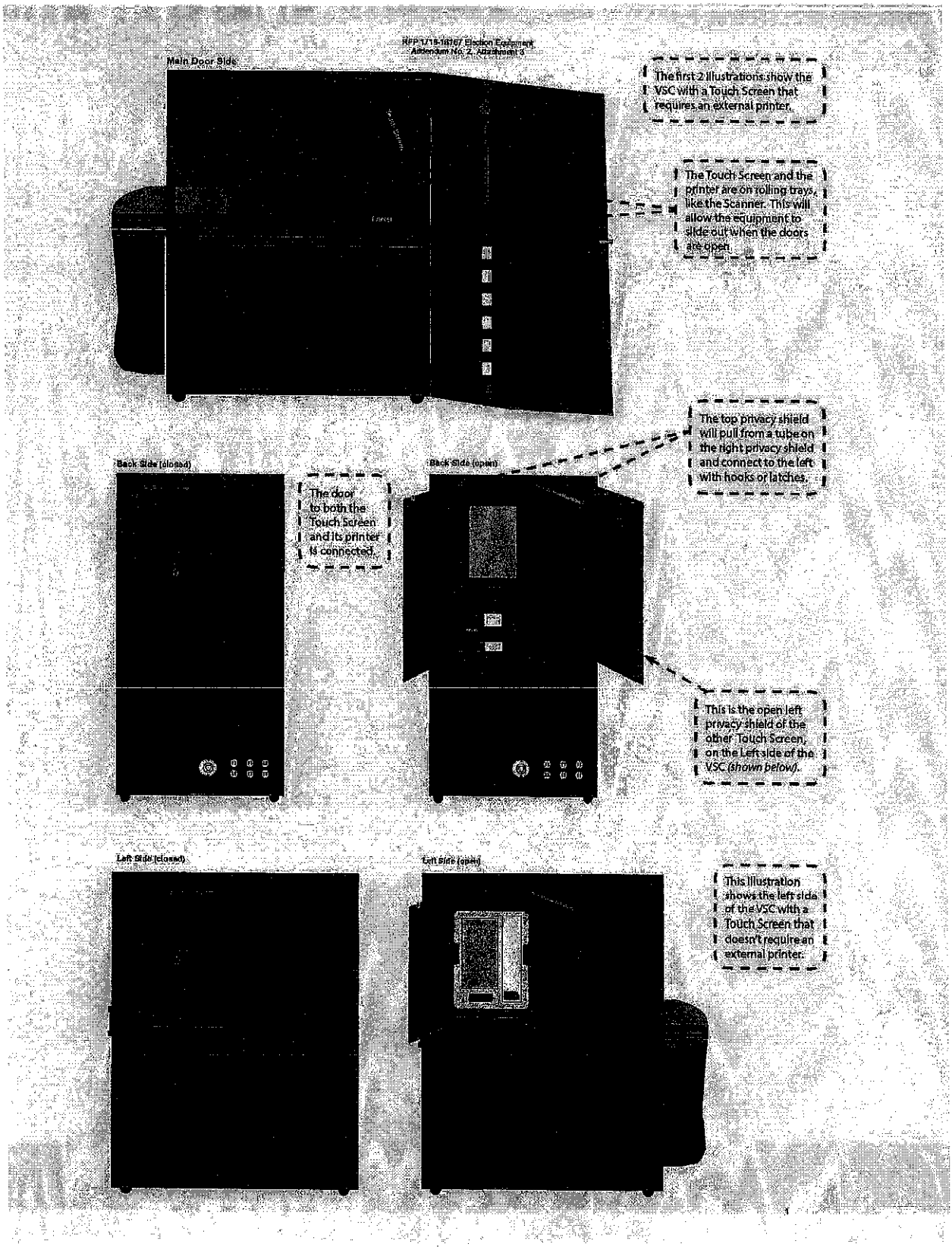
11.6 Shelving. Unit will include shelving to accommodate election accessories.

11.7 Casters. Four (4) swivel casters, 5" diameter by 1.5" wide top-plated caster with wheel locks, one to include swivel lock. Wheel to be Grey Performa Rubber. 350 lbs. rating each. Total of 1,400 lbs.

11.8 Handles. One side of the VSC to have a flush mounted 14-gauge folding handle to allow swing door to open flat upon side of cabinet.

11.9 Corner Bumpers. 8 ea. Corner bumpers shall be attached on corners of ESC.

A sample picture of the Voting Supply Carrier is on the following page.


RFP 1718-16167 Election Equipment
Addendum No. 2, Attachment 3
Main Door Side
The first 2 illustrations show the VSC with a Touch Screen that requires an external printer.
The Touch Screen and the printer are on rolling trays, like the Scanner. This will allow the equipment to slide out when the doors are open.
Back Side (closed)
The door to both the Touch Screen and its printer is connected.
Back Side (open)
The top privacy shield will pull from a tube on the right privacy shield and connect to the left with hooks or latches.
This is the open left privacy shield of the other Touch Screen, on the Left side of the VSC (shown below).
Left Side (closed)
Left Side (open)
This illustration shows the left side of the VSC with a Touch Screen that doesn't require an external printer.

12. System Security Description

Dominion implements security protocols that meet or exceed EAC VVSG 2005 requirements. All of Dominion's security protocols are designed and implemented to stay current with the rapidly evolving EAC security requirements set forth by various iterations of the VVSG. Dominion's security technology is unprecedented insofar as it takes into account every aspect and every component of the Democracy Suite platform. This includes – but is not limited to – the full encryption of election projects, iButton security keys, memory cards, election data, software applications, elections results files, and data transmission. In addition, Dominion developed a custom ballot authentication system built around an (optional) secure ballot paper stock and in-tabulator authenticators.

Democracy Suite integrates a role-based access control system for all software and hardware components. Each user accessing the system is the member of one of the predefined or custom-made roles. Each role has its own set of permissions, or actions that users of that role are allowed to perform. This access control approach provides authentication and authorization services and can be granular according to the jurisdiction's needs and organization. Complete user and role membership management is integrated within the Democracy Suite EMS Election Event Designer client module.

The Democracy Suite EMS platform implements role-based user management for provisioning access control mechanisms on each election project. Managing access control policies is integrated within the User Management activity of the EMS EED module. This activity is permitted only for users with administrative privileges.

Democracy Suite utilizes hardware- based security tokens (iButton security keys) in the process of access control for ImageCast Precinct tabulators. These password paired hardware tokens contain data encryption information used in the voting process (encryption and signing keys). Without a valid security token, and paired access password, the administrative functions of election tabulators are effectively locked.

All of these activities and controls, and more described below in response to specific section requirements, are integrated within the Democracy Suite platform. Dominion utilizes authentication and authorization protocols that meet EAC VVSG 2005 standards. In addition, Dominion's solution relies on industry-standard security features to ensure that the correct users based on a user role or group are granted the correct privileges. Finally, each jurisdiction is responsible for ensuring that only authorized personnel have access to both the system and tools used for installation and configuration purposes. All back end system, and tabulator operations are continuously and completely logged at all times to maintain a complete record of all election-related processes.

12.1 Password configurations

Proper password management relies on multiple activities and controls, namely:

- Input data validation

- Data quality
- Utilization of one-way (hash) cryptography
- Computer generated passwords for greater entropy and protection from dictionary attacks
- Different password strength profiles for different user levels
- Utilization of hardware tokens for storing user credentials (two-level authentication security: something you know and something you have)
- User state machine (initial, active, inactive)

The system does not enforce aging or complexity, but Dominion recommends establishing best practices that meet County's requirements.

12.2 Authentication configuration

To protect any modification of software by malicious users, the Democracy Suite Election Management System integrates the Microsoft .NET Framework code signing process, within which, Dominion digitally signs every executable and library (DLL) during the software build procedure. After the installation of Election Management software, only successfully verified EMS software components will be available for use. Digital signature verification is performed by the .NET Framework runtime binaries. If a malicious user tries to replace or modify any EMS executables or library files, the digital signature verification will fail and the user will not be able to start the EMS application.

12.3 Encryption configurations for both data at rest and data in motion

Data generated by the Democracy Suite platform is protected by the deployment of FIPS- approved symmetric AES and asymmetric RSA encryption. The Democracy Suite Election Management System uses these techniques to encrypt election files prior to their use on ImageCast tabulators. Once the polls have been closed, the ImageCast tabulators encrypt all of the results files prior to transmitting them back to EMS.

SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.

For communication channels (as well as data storage) a combination of security techniques for data integrity, authenticity and confidentiality is implemented. Democracy Suite integrates AES or RSA encryption algorithms for data confidentiality, along with SHA-256 and HMAC digital signatures for data signing (data authenticity and integrity).

		Mode 1- Symmetric Crypto	
File Type	**Storage Place**	**Confidentiality**	**Integrity**
Election files (ICP) and election database (ICE), DCF (ICP) and MBS (ICE), result files (ICP/ICE)	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Reports and Logs	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Ballot Images	NAS and Compact Flash	-	HMAC (SHA-256)
Ballot Layout Definition (XML)	NAS and Compact Flash	-	HMAC (SHA-256)
Official Ballots	NAS	X.509 Digital Certificate	
User Credentials	iButton	HMAC (SHA-256)	HMAC (SHA-256)

File Type to Security Algorithmic Mappings

12.4 Logging/Auditing capabilities

From the initial state of the election project, until the deactivation state, the EMS system maintains an activity log within the EMS Database. This activity log contains every action that any of the users have performed within the system and represents a detailed audit log that can be analyzed and printed in the form of an audit report. The audit record information cannot be modified or permanently deleted using the EMS client applications. It can, however, be exported for archiving purposes as part of the record retention policy. Keeping in mind that audit log information can contain a significant amount of information, it is the responsibility of the administrative user to perform regular archiving of the log. During the voting phase of the election event, ImageCast devices also keep an activity audit log which tracks events happening on the device itself. Logs are exportable in text format.

12.5 Physical security

Dominion recommends that Cook County continue to implement best practices to secure the County's voting system. Dominion's offices across the continent all have 24 hour security, restricted/logged access and are alarmed.

12.6 Personnel security

Dominion employees are subject to federal criminal background checks. In addition, state requirements often include additional checks, which Dominion personnel always submit themselves to, in accordance with the law.

12.7 Network transmission security

Election data is never transmitted over the Internet. The entire system resides on a closed network. For results transmission, the ImageCast Listener uses a secure and proprietary protocol for establishing an authenticated connection with the ImageCast Precinct or a Results Transfer Manager Station.

12.8 Data that is to be transmitted off-site must be encrypted end to end

For results transmission, the ImageCast Listener server verifies the signature of the results file upon receipt and immediately informs election officials whether the file is valid or if any suspicious activity is detected. Results files are encrypted using AES-128 or AES-256, and digitally signed with SHA-256.

12.9 Secure Development Process

All products in the Democracy Suite platform follow best software development practices, including additional source code quality and security procedures. All software programs satisfy recommended coding standards, as well as code styling guidelines as required by EAC VVSG standards. Automated code review processes are in place, that verifies compliance with industry accepted coding standards for programming languages used. In addition, proper system and software hardening procedures are clearly defined and regularly tested. Testing is performed on the lower source code level using code analysis tools, and on the system level using Nessus vulnerability testing tool. Data integrity and confidentiality is also implemented according to NIST defined and FIPS validate procedures and algorithms.

13. **Product Pricing Purchase Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. Product descriptions and details are provided in Schedule B (Product Descriptions) of Exhibit 1 (Statement of Work). All pricing in U.S. Dollars.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Dominion Hardware			
ImageCast Central (ICC)	4	$18,500	$74,000
ImageCast Precinct Tabulator – 2 (ICP-2)	1800	$3,500	$6,300,000
ImageCast Precinct Tabulator – 2 (ICP-2) with Ballot Box	125	$4,500	$562,500
ImageCast Wireless Modem	1800	$175	$315,000
ImageCast X with BMD Printer (ICX-BMD)	4450	$2,700	$12,015,000

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
ImageCast X Audio Tactile Interface (ATI)	4450	$150	$667,500
ImageCast X Card Activation Reader/Writer	3602	$150	$540,300
ImageCast X Voting Booth	1000	$250	$250,000
ImageCast X Transportation Bags	1000	$75	$75,000
Voting Supply Carriers: Voting Supply Carrier	1800	$2,128.92	$3,832,056
Sub Total			**$24,631,356**
Dominion Software and Licensing			
Democracy Suite Initial License Fee	1	$700,000	$700,000
Adjudication Application License Fee	1	$150,000	$150,000
Discount	1	(475,000)	(475,000)
Sub-Total:			**$375,000**
System Hardware[5] (Third Party)			
Server Environment: Domain Controller	1	$3,182.75	$3,182.75
Server Environment: Log Server	1	$8,216.50	$8,216.50
Server Environment: EMS Application Server	2	$9,312.50	$18,625.00
Server Environment: Storage	1	$16,250.00	$16,250.00
Server Environment: Network Switches (multiple components)	N/A	$4,198.75	$4,198.75
Server Environment: UPS	2	$1,462.66	$2,925.32
Server Environment: Monitor Console	1	$2,750.00	$2,750.00
Server Environment: Server Rack	1	$1,299.99	$1,299.99
Server Environment: Report Printer	1	$712.50	$712.50
Transmission Environment: ICL Server	2	$4,719.00	$9,438.00
Transmission Environment: Firewall	2	$2,227.47	$4,454.94
EDES Stations (multiple components)	N/A	$26,786.25	$26,786.25
Adjudication-EMS EED – RTR - ICL Dashboard Stations (multiple components)	N/A	$11,070.00	$11,070.00
RTM Stations	50	$824.50	$41,225.00
Sub-Total:			**$151,135.00**

[5] All equipment is subject to change dependent upon product availability. An equivalent model, certified by the State of Illinois, may replace products that are end of life.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Training & Implementation			
Installation, Training and Project Management	1	$3,903,000	$3,903,000
Discount	1	($3,903,000)	($3,903,000)
Sub-Total:			**$0**
Accessories			
Battery Back-up: UPS: #123-000286 – APC SMT1500	1,800	$475	$855,000
Sub-Total:			**$855,000**
Shipping			
Shipping – all listed items and warranty shipping included parts for warranty term – not to exceed $375,000.	1	$375,000	**$375,000**
Additional Discount	1	($4,500,000)	**($4,500,000)**
Outright Purchase Total:			**$21,887,491.00**

Annual Software License & Warranty Fees - (Starting May 1, 2020).

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Software License and Hardware Warranty			
ImageCast Central (ICC):	4	$3,200	$12,800
ImageCast Precinct Tabulator (ICP2):	1800	$190	$342,000
ImageCast Precinct Tabulator with Ballot Box (ICP2)	125	$190	$23,750
ImageCast X with BMD Printer (ICX-BMD)	4450	$190	$845,500
Democracy Suite Software	1	$160,000	$160,000
Adjudication Module	1	$30,000	$30,000
Post Implementation support as outlined in SOW in Sections 8 through10	N/A	Included	Included
Discount	1	($275,000)	($275,000)
Total Annual Amount			**$1,139,050**

Schedule C

Draft Implementation Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
1		**Cook County Implementation**				
2		**Vendor Selection Process**	**1 day**	**Fri 7/7/17**	**Fri 7/7/17**	
3		RFP Proposal Submitted	1 day	Fri 7/7/17	Fri 7/7/17	
4		**Phase 1: 2018 General Implementation - Gubernatorial Election**	**127 days**	**Fri 9/24/18**	**Mon 3/18/19**	
5		**Step 1: Project Initiation & Planning**	**126 days**	**Mon 9/24/18**	**Mon 3/18/19**	
6		Kick-off Meeting Schedule	1 day	Mon 10/1/18	Mon 10/1/18	County/Dominion
7		PO Issued	1 day	Fri 9/28/18	Fri 9/28/18	County/Dominion
8		**Project Management Artifacts**	**31 days**	**Mon 9/24/18**	**Mon 11/5/18**	
9		Develop Project Charter	7 days	Mon 10/1/18	Tue 10/9/18	County/Dominion
10		Review Project Statement of Work	7 days	Mon 10/1/18	Tue 10/9/18	County/Dominion
11		Project Plan Updates	7 days	Mon 10/1/18	Tue 10/9/18	County/Dominion
12		Issue Tracking & Escalation Plan Review	2 days	Mon 10/1/18	Tue 10/2/18	County/Dominion
13		Risk Mitigation Plan Review	2 days	Mon 10/1/18	Tue 10/2/18	County/Dominion
14		Communication Plan Review	2 days	Mon 10/1/18	Tue 10/2/18	County/Dominion
15		Conflict Resolution Plan Review	2 days	Mon 10/1/18	Tue 10/2/18	County/Dominion
16		Cook County Warehouse Environment Review	1 day	Fri 10/5/18	Fri 10/5/18	County/Dominion
17		**Schedule Project Review Meetings**	**1 day**	**Mon 10/1/18**	**Mon 10/1/18**	
18		Project Meeting - Set up bi-weekly meetings	1 day	Mon 10/1/18	Mon 10/1/18	County/Dominion
19		Executive Reviews - Set up monthly meetings	1 day	Mon 10/1/18	Mon 10/1/18	County/Dominion
20		**Other Project Initiation & Planning Deliverables**	**16 days**	**Mon 10/8/18**	**Mon 10/29/18**	County/Dominion
21		Training Plan Creation	5 days	Mon 10/8/18	Fri 10/12/18	County/Dominion
22		Development and finalization of test plans	1 day	Mon 10/15/18	Mon 10/15/18	County/Dominion
23		Finalize Test to Production Plan	10 days	Tue 10/16/18	Mon 10/29/18	County/Dominion
24		System Architectural and Technical Specifications Review	10 days	Tue 10/9/18	Mon 10/22/18	County/Dominion

17 T W

Project: Cook County Implemen
Date: Wed 9/19/18

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
25		**Gap Analysis & Application Configuration**	**31 days**	**Mon 9/24/18**	**Mon 11/5/18**	
26		Review existing environment and requirements	2 days	Mon 9/24/18	Tue 9/25/18	County/Dominion
27		Propose Application Configuration plan	14 days	Wed 9/26/18	Mon 10/15/18	Dominion
28		Review configuration/customization	1 day	Tue 10/16/18	Tue 10/16/18	County
29		Configuration plan implementation	14 days	Wed 10/17/18	Mon 11/5/18	Dominion
30		**System Documentation**	**15 days**	**Mon 10/1/18**	**Fri 10/19/18**	
31		Update and finalize system administrative documentation	15 days	Mon 10/1/18	Fri 10/19/18	Dominion
32		Update and finalize user documentation	15 days	Mon 10/1/18	Fri 10/19/18	Dominion
33		Create Acceptance Test checklist and procedure	2 days	Mon 10/1/18	Tue 10/2/18	Dominion
34		**Voter Outreach Sessions**	**111 days**	**Mon 10/15/18**	**Mon 3/18/19**	
35		Voter Outreach Quarter 1 sessions scheduled	1 day	Mon 10/15/18	Mon 10/15/18	County/Dominion
36		Voter Outreach Quarter 2 sessions scheduled	1 day	Mon 1/14/19	Mon 1/14/19	County/Dominion
37		Voter Outreach Quarter 3 sessions scheduled	1 day	Mon 3/18/19	Mon 3/18/19	County/Dominion
38		**Step 2: Hardware Procurement and Printer Certification**	**30 days**	**Fri 9/28/18**	**Thu 11/8/18**	
39		**Election Management System (EMS) Hardware Order**	**5 days**	**Fri 9/28/18**	**Thu 10/4/18**	
40		EMS servers	5 days	Fri 9/28/18	Thu 10/4/18	Dominion
41		EMS workstations	5 days	Fri 9/28/18	Thu 10/4/18	Dominion
42		Adjudication workstations	5 days	Fri 9/28/18	Thu 10/4/18	Dominion
43		Network Security Devices	5 days	Fri 9/28/18	Thu 10/4/18	Dominion
44		Accessories (keyboards, monitors, etc.)	5 days	Fri 9/28/18	Thu 10/4/18	Dominion
45		**ImageCast Listener Server (ICL)**	**20 days**	**Fri 9/28/18**	**Thu 10/25/18**	
46		IC Listener Server (for modem transmission)	20 days	Fri 9/28/18	Thu 10/25/18	Dominion
47		IC workstation	20 days	Fri 9/28/18	Thu 10/25/18	Dominion
48		**ImageCast X (ICX) In-Person Voting Terminal Orders**	**20 days**	**Fri 9/28/18**	**Thu 10/25/18**	

17 T W

Project: Cook County Implemen
Date: Wed 9/19/18

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	17 T	W
49		ICX BMD Prime terminals and printers - EV	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
50		ICX BMD Prime terminals and printers - Training	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
51		ICX Accessible Voting Peripherals (ATI, cables)	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
52		**ImageCast Precinct 2 (ICP2) Vote Tabulator Orders**	**20 days**	**Fri 9/28/18**	**Thu 10/25/18**			
53		ICP2 vote tabulator order	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
54		Modems for ICP2 results transmission	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
55		County to procure SIM cards for modem devices	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
56		ICP voting booth	20 days	Fri 9/28/18	Thu 10/25/18	Dominion		
57		**ImageCast Central (ICC) Hardware Order**	**5 days**	**Fri 9/28/18**	**Thu 10/4/18**			
58		Canon G1130	5 days	Fri 9/28/18	Thu 10/4/18	Dominion		
59		Dell all-in-one PC	5 days	Fri 9/28/18	Thu 10/4/18	Dominion		
60		ICC Accessories (iButtons, iButton programmer, etc.)	5 days	Fri 9/28/18	Thu 10/4/18	Dominion		
61		ImageCast Central Adjudication Order	5 days	Fri 9/28/18	Thu 10/4/18			
62		**VSPC Carriers**	**30 days**	**Fri 9/28/18**	**Thu 11/8/18**			
63		Carriers equal to the number of townships/units deployed	30 days	Fri 9/28/18	Thu 11/8/18	Dominion		
64		**Consumables**	**5 days**	**Fri 9/28/18**	**Thu 10/4/18**			
65		Seals, Ballot Pens, CF card labels, ICC rollers, Other Supplies	5 days	Fri 9/28/18	Thu 10/4/18	Dominion		
66		**Ballot Printer Certification**	**15 days**	**Mon 10/1/18**	**Fri 10/19/18**			
67		Prequalification of Ballot Printer	5 days	Mon 10/1/18	Fri 10/5/18	Dominion		
68		Ballot Printer Certification	5 days	Mon 10/8/18	Fri 10/12/18	Dominion		
69		Ballot Printer Quality Assurance Training	5 days	Mon 10/15/18	Fri 10/19/18	Dominion		
70		**Step 3: System Installation and Configuration**	**5 days**	**Mon 10/8/18**	**Fri 10/12/18**			
71		**Delivery of Voting Equipment to Cook County**	**2 days**	**Mon 10/8/18**	**Tue 10/9/18**			
72		EMS Server Received	2 days	Mon 10/8/18	Tue 10/9/18	County		

Project: Cook County Implemen
Date: Wed 9/19/18

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
73		ImageCast Central (ICC) Hardware Received	2 days	Mon 10/8/18	Tue 10/9/18	County
74		Consumables Delivery Received	2 days	Mon 10/8/18	Tue 10/9/18	County
75		**EMS Server & Workstation Installation & Acceptance**	**3 days**	**Wed 10/10/18**	**Fri 10/12/18**	
76		Configure and Install EMS Server	3 days	Wed 10/10/18	Fri 10/12/18	Dominion
77		Complete EMS Acceptance Test	3 days	Wed 10/10/18	Fri 10/12/18	Dominion,County/Dor
78		EMS Acceptance & Workstation Sign-off	1 day	Fri 10/12/18	Fri 10/12/18	Cook County
79		**ImageCast Central (ICC) Installation for Absentee Ballots**	**4 days**	**Mon 10/8/18**	**Thu 10/11/18**	
80		ICC and Adjudication Terminal Setup	3 days	Mon 10/8/18	Wed 10/10/18	Dominion
81		ICC and Adjudication Acceptance Testing Complete	3 days	Mon 10/8/18	Wed 10/10/18	Dominion,County/Dor
82		ICC & Adjudication Terminal Acceptance Sign-off	1 day	Thu 10/11/18	Thu 10/11/18	County
83		**Step 4: Documentation and Training**	**11 days**	**Mon 10/1/18**	**Mon 10/15/18**	
84		**Documentation**	**1 day**	**Mon 10/1/18**	**Mon 10/1/18**	
85		**Delivery of User Guides, Manuals, QRGs & L&A Checklist**	**1 day**	**Mon 10/1/18**	**Mon 10/1/18**	
86		Election Management System (EMS)	1 day	Mon 10/1/18	Mon 10/1/18	Dominion
87		ImageCast Central (ICC)	1 day	Mon 10/1/18	Mon 10/1/18	Dominion
88		**Equipment Hardware Operational Training**	**7 days**	**Fri 10/5/18**	**Mon 10/15/18**	
89		Finalize training materials and presentations	7 days	Fri 10/5/18	Mon 10/15/18	Dominion
90		ImageCast Central Training	1 day	Thu 10/11/18	Thu 10/11/18	Dominion
91		Staff training (setting up vote centers)	1 day	Fri 10/12/18	Fri 10/12/18	Dominion
92		**Step 5: 2018 Election Project Creation and Election Event**	**74 days**	**Fri 8/24/18**	**Wed 12/5/18**	
93		**November 2018 General Election**	**74 days**	**Fri 8/24/18**	**Wed 12/5/18**	
94		Certification of Ballot by SBE – candidate names, referenda	0 days	Fri 8/24/18	Fri 8/24/18	Cook County
95		Last day for the County Clerk to certify candidates to the	0 days	Wed 8/29/18	Wed 8/29/18	Cook County
96		Last day to file a Declaration of Intent to be a write-in	0 days	Thu 9/6/18	Thu 9/6/18	Cook County

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Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	17 T	W
97		**Ballot Programming - Dsuite**	**25 days**	**Mon 9/17/18**	**Fri 10/19/18**			
98		**Preliminary Election Database Configuration**	**25 days**	**Mon 9/17/18**	**Fri 10/19/18**	Dominion		
99		Submit Election Database Form to Cook County	5 days	Mon 9/17/18	Fri 9/21/18	Dominion		
100		Cook County Completes Election Database Form	5 days	Mon 9/24/18	Fri 9/28/18	Cook County		
101		Review Ballot for Content (excluding candidate names),	5 days	Mon 10/1/18	Fri 10/5/18	Cook County		
102		Deliver Feedback on Draft Ballot Layout and Design to	5 days	Mon 10/8/18	Fri 10/12/18	Cook County		
103		County approves ballots	3 days	Mon 10/15/18	Wed 10/17/18	Cook County		
104		Test deck generated	2 days	Thu 10/18/18	Fri 10/19/18	Dominion		
105		**Ballot Programming - WinEDS**	**35 days**	**Mon 9/10/18**	**Fri 10/26/18**			
106		**VR File & Ballot Preparation**	**11 days**	**Mon 9/10/18**	**Mon 9/24/18**			
107		Assign Ballot numbers	1 day	Mon 9/10/18	Mon 9/10/18	Cook County		
108		Ballot Processing & PDF Build	4 days	Tue 9/11/18	Fri 9/14/18	Cook County		
109		BPS Support (Final Audio Scripts Reviewed)	5 days	Mon 9/17/18	Fri 9/21/18	County/Dominion		
110		Ballot information finalized	1 day	Mon 9/24/18	Mon 9/24/18	County/Dominion		
111		**Audio**	**10 days**	**Tue 9/11/18**	**Mon 9/24/18**			
112		BPS Audio Report/ Proof (Contest Only & City Refs)	1 day	Tue 9/11/18	Tue 9/11/18	Cook County		
113		Record Audio & Proofing	3 days	Wed 9/12/18	Fri 9/14/18	Dominion		
114		Re-records / edits	2 days	Mon 9/17/18	Tue 9/18/18	Dominion		
115		First TS Proofing Cartridge (No Audio)	2 days	Tue 9/18/18	Wed 9/19/18	Cook County		
116		Touch Screen Proofing (w/Audio)	2 days	Thu 9/20/18	Fri 9/21/18	Cook County		
117		Final Proof and Sign Off	1 day	Mon 9/24/18	Mon 9/24/18	Cook County		
118		**WinEDS Database Production**	**15 days**	**Mon 9/10/18**	**Fri 9/28/18**			
119		Update HAAT / Listener Certificates	5 days	Mon 9/24/18	Fri 9/28/18	Dominion		
120		WinEDS DB create	5 days	Mon 9/10/18	Fri 9/14/18	Dominion		

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Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
121		WinEDS Bridge Completed	1 day	Mon 9/17/18	Mon 9/17/18	Dominion
122		Turnover Database(install on server)	1 day	Tue 9/18/18	Tue 9/18/18	Dominion
123		**Cartridge Creation**	**11 days**	**Wed 9/19/18**	**Wed 10/3/18**	
124		Create/ Test Training Cartridge (this is test ballot for the	2 days	Wed 9/19/18	Thu 9/20/18	County/Dominion
125		Create/ Vote Sim	2 days	Fri 9/21/18	Mon 9/24/18	County/Dominion
126		Create/ Test E2P Precinct, EV	2 days	Mon 9/24/18	Tue 9/25/18	County/Dominion
127		Create/ Test Insight Mempaks	2 days	Mon 9/24/18	Tue 9/25/18	County/Dominion
128		Create Official Grace Period	2 days	Wed 9/26/18	Thu 9/27/18	County/Dominion
129		Create Official EV	2 days	Fri 9/28/18	Mon 10/1/18	County/Dominion
130		Create Official Precinct	2 days	Tue 10/2/18	Wed 10/3/18	County/Dominion
131		**Ballot Printing**	**15 days**	**Mon 10/8/18**	**Fri 10/26/18**	
132		Send File to printer	14 days	Mon 10/8/18	Thu 10/25/18	Cook County
133		Delivery of Ballots to Warehouse	1 day	Fri 10/26/18	Fri 10/26/18	Cook County
134		UOCAVA ballots ready	1 day	Thu 10/25/18	Thu 10/25/18	Cook County
135		DVS WinEDS QA - Ballots ship	6 days	Mon 10/8/18	Mon 10/15/18	Dominion
136		Header Cards Ordered	1 day	Mon 10/8/18	Mon 10/8/18	DVS
137		**Logic & Accuracy Testing**	**30 days**	**Mon 9/24/18**	**Fri 11/2/18**	
138		**Mini Pre-Lat**	**1 day**	**Mon 9/24/18**	**Mon 9/24/18**	
139		Create test setup	1 day	Mon 9/24/18	Mon 9/24/18	Cook County
140		Install most recent election software version	1 day	Mon 9/24/18	Mon 9/24/18	Cook County
141		Assign Machines	1 day	Mon 9/24/18	Mon 9/24/18	Cook County
142		Complete Test Plan	1 day	Mon 9/24/18	Mon 9/24/18	Cook County
143		Sign off on database	1 day	Mon 9/24/18	Mon 9/24/18	Cook County
144		**Grace Period & EV Pre-Lat Begins**	**19 days**	**Tue 9/25/18**	**Mon 10/22/18**	

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Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	17 T	W
145		On-Site WinEDS db changes, install, cartridge creation,	11 days	Tue 9/25/18	Tue 10/9/18	Dominion		
146		Official Election Ballots Received from Printer	11 days	Tue 9/25/18	Tue 10/9/18	Cook County		
147		Conduct Logic & Accuracy Test	11 days	Tue 9/25/18	Tue 10/9/18	Cook County		
148		Logic & Accuracy Signoff of on Successful Completion	11 days	Tue 9/25/18	Tue 10/9/18	Cook County		
149		First day of Grace Period Voting	0 days	Wed 10/10/18	Wed 10/10/18	Cook County		
150		Voting Equipment Deployed for Grace & EV Voting	2 days	Wed 10/10/18	Thu 10/11/18	Cook County		
151		First day of Early Voting	0 days	Mon 10/22/18	Mon 10/22/18	Cook County		
152		**Precinct Pre-Lat**	**19 days**	**Tue 10/9/18**	**Fri 11/2/18**	**Cook County**		
153		Dominion Technical Oversight Support During Logic &	14 days	Tue 10/9/18	Fri 10/26/18	Dominion		
154		Conduct Logic & Accuracy Test	14 days	Tue 10/9/18	Fri 10/26/18	Cook County		
155		Logic & Accuracy Signoff of Successful Completion	1 day	Fri 10/26/18	Fri 10/26/18	County/Dominion		
156		Voting Equipment Deployed for Election Readiness	5 days	Mon 10/29/18	Fri 11/2/18	Cook County		
157		**Election Week (November 2018)**	**5 days**	**Mon 11/5/18**	**Fri 11/9/18**			
158		Provide Election Day On-Site & Call Center Support	1 day	Tue 11/6/18	Tue 11/6/18	Dominion		
159		400C Support	3 days	Mon 11/5/18	Wed 11/7/18	Dominion		
160		WinEDS & HAAT Reports	3 days	Wed 11/7/18	Fri 11/9/18	Dominion		
161		**Post Election**	**21 days**	**Wed 11/7/18**	**Wed 12/5/18**			
162		PreCertification	6 days	Wed 11/28/18	Wed 12/5/18	Cook County		
163		**Post Election Debrief**	**8 days**	**Wed 11/7/18**	**Fri 11/16/18**			
164		Conduct Lessons Learned Review	3 days	Wed 11/7/18	Fri 11/9/18	County/Dominion		
165		Review Key Findings with Cook County	3 days	Thu 11/8/18	Mon 11/12/18	County/Dominion		
166		Update Best Practices Based on Lessons Learned	3 days	Tue 11/13/18	Thu 11/15/18	County/Dominion		
167		Signoff on Successful Election Project	1 day	Fri 11/16/18	Fri 11/16/18	County/Dominion		
168		**Phase 2 - 2019 PRIMARY Implementation - Consolidated Election**	**322 days**	**Mon 12/11/17**	**Tue 3/5/19**			

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Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
169		**Step 1: Project Initiation & Planning**	**2 days**	**Mon 11/19/18**	**Tue 11/20/18**	
170		Project Plan Updates	2 days	Mon 11/19/18	Tue 11/20/18	County/Dominion
171		Issue Tracking & Escalation Plan Review	2 days	Mon 11/19/18	Tue 11/20/18	County/Dominion
172		Risk Mitigation Plan Review	2 days	Mon 11/19/18	Tue 11/20/18	County/Dominion
173		**Step 2: Hardware Procurement (if required)**	**14 days**	**Wed 11/21/18**	**Mon 12/10/18**	
174		**Consumables**	**14 days**	**Wed 11/21/18**	**Mon 12/10/18**	
175		Seals, Ballot Pens, CF card labels, ICC rollers, paper rolls,	14 days	Wed 11/21/18	Mon 12/10/18	Dominion
176		**Step 3: System Installation and Configuration**	**51 days**	**Mon 12/3/18**	**Mon 2/11/19**	
177		**Delivery of Voting Equipment to Cook County**	**51 days**	**Mon 12/3/18**	**Mon 2/11/19**	County/Dominion
178		ImageCast X (ICX) Tabulator Hardware Received	15 days	Mon 12/3/18	Fri 12/21/18	
179		ImageCast Precinct 2 (ICP) Tabulator Hardware Received	15 days	Mon 12/3/18	Fri 12/21/18	
180		ImageCast Listener (ICL) Server Received	15 days	Mon 12/3/18	Fri 12/21/18	
181		Accessible Voting Solution Hardware Received	15 days	Mon 12/3/18	Fri 12/21/18	
182		Consumables Delivery Received	15 days	Mon 12/10/18	Fri 12/28/18	
183		**VSPC Carriers**	**14 days**	**Mon 12/3/18**	**Thu 12/20/18**	**County/Dominion**
184		VSPC Carriers Delivered & Setup	14 days	Mon 12/3/18	Thu 12/20/18	County/Dominion
185		**ImageCast X BMD Prime (ICX) In-Person Voting Terminals**	**11 days**	**Wed 12/26/18**	**Wed 1/9/19**	**County/Dominion**
186		ICX Setup * Based off current numbers	10 days	Wed 12/26/18	Tue 1/8/19	
187		Complete ICX Acceptance Testing	10 days	Wed 12/26/18	Tue 1/8/19	County/Dominion
188		ImageCast X Acceptance Sign-Off	1 day	Wed 1/9/19	Wed 1/9/19	Dominion
189		**Accessible Voting Solution Acceptance**	**11 days**	**Wed 12/26/18**	**Wed 1/9/19**	
190		Acceptance Voting Setup	10 days	Wed 12/26/18	Tue 1/8/19	
191		Accessible Voting Acceptance Testing Complete	10 days	Wed 12/26/18	Tue 1/8/19	
192		Accessible Voting Solution Sign-off	1 day	Wed 1/9/19	Wed 1/9/19	Cook County

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Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
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Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	17 T	W
193		**ImageCast Precinct (ICP) Vote Tabulator Acceptance Testing**	**11 days**	**Wed 1/2/19**	**Wed 1/16/19**			
194		ICP Setup	10 days	Wed 1/2/19	Tue 1/15/19			
195		Complete ICP Acceptance Testing	10 days	Wed 1/2/19	Tue 1/15/19			
196		ImageCast Precinct Acceptance Sign-Off	1 day	Wed 1/16/19	Wed 1/16/19			
197		**ICL Server & Workstation Installation & Acceptance**	**18 days**	**Thu 1/17/19**	**Mon 2/11/19**			
198		Configure and Install ICL Server	5 days	Thu 1/17/19	Wed 1/23/19			
199		Complete ICL Acceptance Test	5 days	Thu 1/17/19	Wed 1/23/19			
200		ICL Acceptance & Workstation Sign-off	1 day	Thu 1/24/19	Thu 1/24/19			
201		End-to-End System Acceptance Test Complete and Signed	2 days	Fri 1/25/19	Mon 1/28/19			
202		County to conduct site test of modems at all voting locatio	10 days	Tue 1/29/19	Mon 2/11/19			
203		**Step 4: Documentation and Training**	**258 days**	**Mon 12/11/17**	**Wed 12/5/18**			
204		**Delivery of User Guides, Manuals, QRGs & L&A Checklist**	**1 day**	**Mon 11/26/18**	**Mon 11/26/18**			
205		ImageCast X BMD Prime (ICX)	1 day	Mon 11/26/18	Mon 11/26/18			
206		ImageCast Listener (ICL) Server	1 day	Mon 11/26/18	Mon 11/26/18			
207		ImageCast Precinct 2 (ICP2)	1 day	Mon 11/26/18	Mon 11/26/18			
208		Accessible Voting Solution	1 day	Mon 11/26/18	Mon 11/26/18			
209		**Equipment Hardware Operational Training**	**258 days**	**Mon 12/11/17**	**Wed 12/5/18**			
210		Finalize training materials and presentations	7 days	Tue 11/27/18	Wed 12/5/18			
211		ImageCast X BMD Prime (ICX) Operator Training	1 day	Mon 12/11/17	Mon 12/11/17			
212		ImageCast Precinct (ICP) Operator Training (2 Sessions)	1 day	Tue 12/12/17	Tue 12/12/17			
213		ImageCast Central Refresher Training	1 day	Wed 12/13/17	Wed 12/13/17			
214		Equipment Maintenance Training	1 day	Fri 12/15/17	Fri 12/15/17			
215		ImageCast Listener (ICL) Training	1 day	Thu 12/14/17	Thu 12/14/17			
216		Results Tally & Reporting (RTR) Training	1 day	Wed 12/13/17	Wed 12/13/17			

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Task		Inactive Summary		External Tasks	
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Summary		Manual Summary Rollup		Progress	
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Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
217		**Step 5: 2019 Primary Election Project Creation and Election Event**	**57 days**	**Mon 12/17/18**	**Tue 3/5/19**	
218		**February 2019 Primary Election**	**57 days**	**Mon 12/17/18**	**Tue 3/5/19**	
219		Certification of Ballot by SBE – candidate names, referenda	0 days	Mon 12/17/18	Mon 12/17/18	Cook County
220		Last day for the County Clerk to certify candidates to the	0 days	Mon 12/24/18	Mon 12/24/18	Cook County
221		Last day to file a Declaration of Intent to be a write-in	1 day	Mon 12/31/18	Mon 12/31/18	Cook County
222		**Ballot Programming - Dsuite**	**30 days**	**Mon 12/17/18**	**Fri 1/25/19**	
223		**Preliminary Election Database Configuration**	**30 days**	**Mon 12/17/18**	**Fri 1/25/19**	
224		Submit Election Database Form to Cook County	30 days	Mon 12/17/18	Fri 1/25/19	Dominion
225		Cook County Completes Election Database Form	30 days	Mon 12/17/18	Fri 1/25/19	Cook County
226		Create Ballot Draft with Fictitious Candidate Names	30 days	Mon 12/17/18	Fri 1/25/19	Dominion
227		Review Ballot for Content (excluding candidate names),	30 days	Mon 12/17/18	Fri 1/25/19	Dominion
228		Deliver Feedback on Draft Ballot Layout and Design to	30 days	Mon 12/17/18	Fri 1/25/19	Cook County
229		County approves ballots	30 days	Mon 12/17/18	Fri 1/25/19	Cook County
230		Test deck generated	30 days	Mon 12/17/18	Fri 1/25/19	Dominion
231		**Ballot Programming - WinEDS**	**25 days**	**Wed 12/26/18**	**Tue 1/29/19**	
232		VR File & Ballot Preparation	9 days	Wed 12/26/18	Mon 1/7/19	Cook County
233		Audio	5 days	Mon 1/7/19	Fri 1/11/19	County/Dominion
234		WinEDS Database Production	7 days	Mon 1/14/19	Tue 1/22/19	Dominion
235		Cartridge Creation	5 days	Wed 1/23/19	Tue 1/29/19	Dominion
236		Ballot Printing	10 days	Mon 1/14/19	Fri 1/25/19	Cook County
237		**Logic & Accuracy Testing**	**16 days**	**Wed 1/30/19**	**Wed 2/20/19**	
238		Mini Pre-Lat	1 day	Wed 1/30/19	Wed 1/30/19	Cook County
239		Grace Period & EV Pre-Lat Begins	5 days	Fri 2/1/19	Thu 2/7/19	Cook County
240		Precinct Pre-Lat	7 days	Tue 2/12/19	Wed 2/20/19	County/Dominion

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Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
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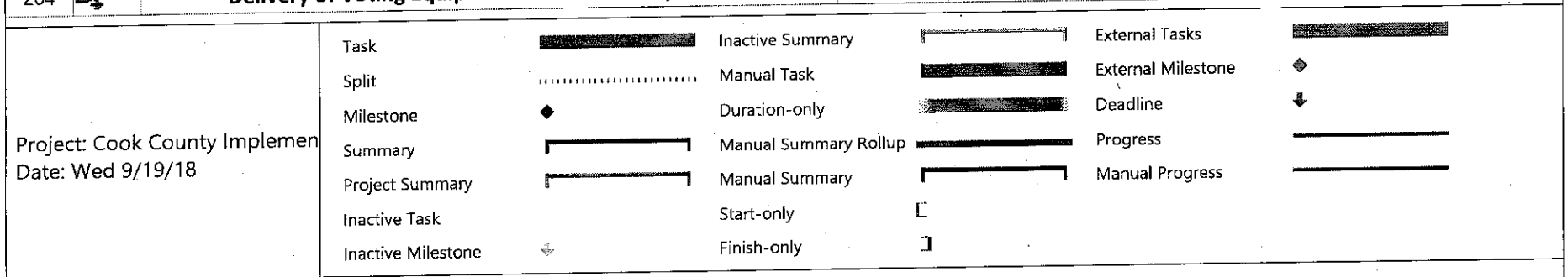
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
241		First day of Grace Period Voting	0 days	Mon 2/4/19	Mon 2/4/19	Cook County
242		First day of Early Voting	0 days	Thu 2/14/19	Thu 2/14/19	Cook County
243		**Election Week (February 2019)**	**5 days**	**Mon 2/25/19**	**Fri 3/1/19**	
244		Provide Election Day On-Site & Call Center Support	1 day	Tue 2/26/19	Tue 2/26/19	Dominion
245		400C Support	3 days	Mon 2/25/19	Wed 2/27/19	Dominion
246		WinEDS & HAAT Reports	4 days	Tue 2/26/19	Fri 3/1/19	Dominion
247		**Post Election**	**5 days**	**Wed 2/27/19**	**Tue 3/5/19**	
248		**Post Election Debrief**	**5 days**	**Wed 2/27/19**	**Tue 3/5/19**	
249		Conduct Lessons Learned Review	5 days	Wed 2/27/19	Tue 3/5/19	County/Dominion
250		Review Key Findings with Cook County	5 days	Wed 2/27/19	Tue 3/5/19	County/Dominion
251		Update Best Practices Based on Lessons Learned	5 days	Wed 2/27/19	Tue 3/5/19	County/Dominion
252		Signoff on Successful Election Project	5 days	Wed 2/27/19	Tue 3/5/19	Cook County
253		**Phase 3 - 2019 GENERAL Implementation - Consolidated Election**	**224 days**	**Tue 11/13/18**	**Fri 9/6/19**	
254		**Step 1: Project Initiation & Planning**	**1 day**	**Fri 2/1/19**	**Fri 2/1/19**	
255		PO Issued	1 day	Fri 2/1/19	Fri 2/1/19	
256		**Step 2: Hardware Procurement (if required)**	**78 days**	**Tue 11/13/18**	**Thu 2/28/19**	
257		**ImageCast Precinct (ICP) and ImageCast X -BMD Orders (if**	**14 days**	**Tue 11/13/18**	**Fri 11/30/18**	
258		ICP and ICX-BMD orders	5 days	Mon 2/11/19	Fri 2/15/19	Dominion
259		**VSPC Carriers**	**14 days**	**Mon 2/11/19**	**Thu 2/28/19**	
260		Carriers equal to the number of townships/units deployed	14 days	Mon 2/11/19	Thu 2/28/19	Dominion
261		**Consumables**	**5 days**	**Mon 2/11/19**	**Fri 2/15/19**	
262		Seals, Ballot Pens, CF card labels, ICC rollers, paper rolls,	5 days	Mon 2/11/19	Fri 2/15/19	Dominion
263		**Step 3: System Installation and Configuration**	**18 days**	**Mon 2/18/19**	**Wed 3/13/19**	
264		**Delivery of Voting Equipment to Cook County**	**16 days**	**Mon 2/18/19**	**Mon 3/11/19**	



ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
265		ImageCast Hardware Received (if required)	7 days	Mon 2/18/19	Tue 2/26/19	Cook County
266		VSPC Carriers Delivered & Setup	7 days	Fri 3/1/19	Mon 3/11/19	Cook County
267		Consumables Delivery Received	7 days	Mon 2/18/19	Tue 2/26/19	Cook County
268		**Test System Security and Remaining Acceptance Testing**	**11 days**	**Wed 2/27/19**	**Wed 3/13/19**	
269		Test System Security	5 days	Wed 2/27/19	Tue 3/5/19	Dominion
270		Tabulator Setup	5 days	Wed 3/6/19	Tue 3/12/19	Dominion
271		Complete Any Remaining Acceptance Testing	5 days	Wed 3/6/19	Tue 3/12/19	County/Dominion
272		Acceptance Test Sign-Off	1 day	Wed 3/13/19	Wed 3/13/19	Cook County
273		**Step 4: Documentation and Training**	**5 days**	**Thu 3/14/19**	**Wed 3/20/19**	
274		**Equipment Hardware Operational Training (if required)**	**5 days**	**Thu 3/14/19**	**Wed 3/20/19**	
275		Staff training (if required)	3 days	Mon 3/18/19	Wed 3/20/19	Dominion
276		Refresher EMS Admin Training	2 days	Thu 3/14/19	Fri 3/15/19	Dominion
277		**Step 5: 2019 General Election Project Creation and Election Event**	**75 days**	**Mon 1/21/19**	**Fri 5/3/19**	
278		**April 2019 General Election**	**75 days**	**Mon 1/21/19**	**Fri 5/3/19**	
279		Certification of Ballot by SBE – candidate names, referenda	0 days	Mon 1/21/19	Mon 1/21/19	Cook County
280		Last day for the County Clerk to certify candidates to the	0 days	Mon 1/28/19	Mon 1/28/19	Cook County
281		Last day to file a Declaration of Intent to be a write-in	1 day	Mon 2/4/19	Mon 2/4/19	Cook County
282		**Ballot Programming - Dsuite**	**20 days**	**Mon 2/4/19**	**Fri 3/1/19**	
283		**Preliminary Election Database Configuration**	**20 days**	**Mon 2/4/19**	**Fri 3/1/19**	
284		Submit Election Database Form to Cook County	20 days	Mon 2/4/19	Fri 3/1/19	Dominion
285		Cook County Completes Election Database Form	20 days	Mon 2/4/19	Fri 3/1/19	Cook County
286		Create Ballot Draft with Fictitious Candidate Names	20 days	Mon 2/4/19	Fri 3/1/19	Dominion
287		Review Ballot for Content (excluding candidate names),	20 days	Mon 2/4/19	Fri 3/1/19	Dominion
288		Deliver Feedback on Draft Ballot Layout and Design to	20 days	Mon 2/4/19	Fri 3/1/19	Cook County

17 T W

Project: Cook County Implemen
Date: Wed 9/19/18

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	17 T	W
289		County approves ballots	20 days	Mon 2/4/19	Fri 3/1/19	Cook County		
290		Test deck generated	20 days	Mon 2/4/19	Fri 3/1/19	Dominion		
291		Ballot Printing	10 days	Mon 2/4/19	Fri 2/15/19	Cook County		
292		**Logic & Accuracy Testing**	**15 days**	**Mon 3/4/19**	**Fri 3/22/19**			
293		Mini Pre-Lat	1 day	Mon 3/4/19	Mon 3/4/19	County/Dominion		
294		Grace Period & EV Pre-Lat Begins	7 days	Tue 3/5/19	Wed 3/13/19	Cook County		
295		Precinct Pre-Lat	7 days	Thu 3/14/19	Fri 3/22/19	County/Dominion		
296		First day of Grace Period Voting	0 days	Mon 3/11/19	Mon 3/11/19	Cook County		
297		First day of Early Voting	0 days	Thu 3/21/19	Thu 3/21/19	Cook County		
298		**Election Week (April 2019)**	**5 days**	**Tue 4/2/19**	**Mon 4/8/19**			
299		Provide Election Day On-Site & Call Center Support	1 day	Tue 4/2/19	Tue 4/2/19	Dominion		
300		D-Suite Canvass Reports	4 days	Wed 4/3/19	Mon 4/8/19	Dominion		
301		**Post Election**	**23 days**	**Wed 4/3/19**	**Fri 5/3/19**			
302		PreCertification	6 days	Tue 4/23/19	Tue 4/30/19	County/Dominion		
303		**Post Election Debrief**	**23 days**	**Wed 4/3/19**	**Fri 5/3/19**			
304		Conduct Lessons Learned Review	23 days	Wed 4/3/19	Fri 5/3/19	County/Dominion		
305		Review Key Findings with Cook County	23 days	Wed 4/3/19	Fri 5/3/19	County/Dominion		
306		Update Best Practices Based on Lessons Learned	23 days	Wed 4/3/19	Fri 5/3/19	County/Dominion		
307		Signoff on Successful Election Project	23 days	Wed 4/3/19	Fri 5/3/19	Cook County		

Project: Cook County Implemen
Date: Wed 9/19/18

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

Schedule D

ImageCast Precinct and ImageCast X Acceptance Testing Checklist

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Acceptance Test Checklist
ImageCast® Precinct

County: Cook County, IL
DATE:
PCOS MODEL:
FW VERSION:
PCOS SERIAL NUMBER:

STEP NO.	STAGE DESCRIPTION	DETAILS	PASS ✓	COMMENTS *Please list any anomalies or issue and resolution*
		Unpacking & Inspection Stage		
1	Unpacking	Ensure the system is properly packed in a large plastic zip-tight bag.		
2		Ensure that the following items are present in the packaging box: 1. Power supply unit 2. Power Cord. 3. Two (2) SD Memory Cards 4. Two (2) Security Keys (iButtons)		
3	Inspection	Verify that the ICP is secured to the ballot box correctly.		
4		Verify unit has external doors installed and function correctly.		
5		Ensure that there are no obvious scratch marks, dents or spots.		
		Power Up and System Status Verification (with Test SD cards)		
6	System Power Up Status Verification	Insert two (2) SD cards programmed with a Test Election Project into the memory card slots of the tabulator. **Note:** The Test Election Project must be compatible with the SW installed on the tabulator.		
7		Power up the system and verify that the appropriate audio-visual indications are seen and heard and that the correct F/W version successfully installed.		
8		When prompted by the operator screen (accompanied by an audible beep), place the security token on the tabulator. Hold the token in place until the operator screen displays "Key Accepted, Validating Election Files"		
		Functional Testing (with Test Election SD cards) (Note: This section is to be performed based on the ImageCast® L1 Tech Guide v0-02 20100310 Level 1 Maintenance Manual)		
9	Election Project Testing	Select "Utilities" from the Admin menu. Select "Diagnostic" from the Utilities menu and select "Complete" and verify that all diagnostic functions complete successfully		
10		Verify that the printed tape has the same serial number that is on the tabulator and also has the correct software version listed		
11		Select the "open Poll" option from the Administrator menu. The Operator Screen will display that the totals are zero. Press the "Zero" button to print the zero proof.		
12		Inspect the printed tape to verify that the serial number on the tape matches the tabulator.		
13		Unplug the A/C power from the rear of the unit to verify that the unit is running on battery.		
14		Preform standard voting using the supplied test deck. **Note:** This is not a conclusive battery capacity test but only verification of the battery's ability to hold charge. Re-Connect to AC power source upon completion.		
15		Close the polls and print the results tape. Verify that the results on the report match the expected results as per the **Master Results Report Tape.**		
16		Transmit results via modem, *if applicable*. When successful, go to next step. If no transmission used, continue to next step.		
17		Re-zero the SD cards.		
18	Power Down & Sign	Follow the standard procedure to power down the tabulator.		
19		Unplug AC power cord and any peripheral devices attached to the tabulator.		
20		Record the machine **Serial Number** in the Inventory Database.		
21		Place the completed and signed Checklist with the tabulator.		
22		Store the system away or set aside for dispatch, whichever required.		

DOMINION VOTING
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Acceptance Test Checklist
ImageCast® X - Prime

COUNTY: Cook County, IL
DATE:
MODEL:
SW VERSION:
SERIAL NUMBER:

STEP NO.	STAGE DESCRIPTION	DETAILS	PASS	COMMENTS *Please list any anomalies or issues and resolution.*
Unpacking & Inspection Stage				
1	Physical Inspection	Ensure the system is properly packed.		
2		Ensure that the following items are present in the packaging box: 1. Inspect the machine for any external damage. 2. Inspect the screen 3. Inspect the stand 4. Inspect the card reader slot 5. Open the four external doors and check for damage to ports. 6. Verify the presence of the power cord(10') and the external battery		
3	Hardware Setup	Place ICX and HP Printer on flat surface		
4		Connect AC Power Supply to ICX (bottom-right corner)		
5		Connect Power Cable to rear of HP Printer		
Power Up and System Status Verification (with Test USB Drives)				
	Maintenance Diagnostic	Turn on Printer (Front of Unit)		
		Turn on ICX Prime(bottom-right door)		
		ICX unit launches the ICX application by default		
		Check battery charging status (top right tool bar)		
Verify Android Version/Kernel Version				
	Maintenance Diagnostic (Continue)	Insert Technician Card: 1. Enter Technician Pin and Select Login 2. Confirm and modify the date and time 3. Select Android Settings 4. Select About Tablet 5. Verify Android Version 6. Verify Kernel Version Date 7. Select home		
		Check functionality of all USB ports: 1. Unplug ATI cable from USB port and plug into each USB port not being use. 2. There are a total of 6 ports: 4 ports inside top left door, 2 ports inside top right door. 3. Light blinks when plugged in. Repeat for each USB port. 4. When finished, plug ATI cable back into original USB port		
	Functional Testing	Load Elections Files On USB (PG_ICX.dat file)		
		Load Election file to ICX: 1. Insert Technician card 2. Enter Technician Pin and Select Login 3. Select Load Election Data 4. Select the PG_ICX.dat file 5. Select the select option 6. Select Copy 7. Select OK 8. Select Result Location to Prime (Drop down menu) 9. Select Apply 10. Select OK 11. Remove Technician Card		
	Functional Testing (Continue)	Open Election Polls: 1. Insert Pollworker Card 2. Enter Pollworker Pin and Select Login 3. Select the appropriate tabulator (Drop down menu) 4. Select OK		

		5. Check the box to enable AVS Controller 6. Check the box to enable Manual Session Activation 7. Select Yes 8. Select OK 9. Remove Pollworker Card Activate a Manual Voter Session: 1. Insert Pollworker card 2. Select the Activation Ballot tab 3. Enter Activation Code 4. Select Next 5. Select Regular 6. Voting Session will start 7. Remove Pollworker card		
		Activate a Manual Voting Session with Audio: 1. Insert pollworker Card 2. Select the Activation Ballot tab 3. Select Enable AVS controller check box 4. Select Next 5. Select Regular 6. Voting Session will start, LED will turn yellow 7. Remove Pollworker Card		
		Vote and cast Audio ballot: 1. Select Vote in English 2. Select ATI 3. Make Voting selections with ATI and cast ballot 4. Confirm selections are heard on headphone 5. Select more (top right corner) 6. Cancel Activation		
		Vote and Cast Ballot: 1. Select Vote in English 2. Make voting selections and cast ballot 3. Print ballot, confirm printed selections 4. Insert ICX ballot into ICP2 Tabulator 5. Confirm ICP2 has accepted ICX Ballot		
		Close polls: 1. Insert Pollworker card 2. Enter Pollworker Pin and select Login 3. Select Close poll and select yes 4. Report Prints 5. Select OK 6. Remove Pollworker card		
		Re-zero results: 1. Insert Technician card 2. Enter Technician pin and select Login 3. Select Re-zero 4. Select Yes 5. Re-enter Technician pin 6. Confirm all results are deleted 7. Select OK		
		Reset Machine: 1. Select Clear All Election Data 2. Select Yes 3. Enter Technician pin 4. Confirm selections are heard on headphone 5. Confirm all election data, results and audit logs are deleted 6. Select OK		
		Power off Unit (bottom right corner)		

Schedule E
ImageCast Central Acceptance Testing Checklist

DOMINION VOTING
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Acceptance Test Checklist
ImageCast Central®

COUNTY: Cook County, IL
DATE:
MODEL:
SW VERSION:
SERIAL NUMBER:

STEP NO.	STAGE DESCRIPTION	DETAILS	PASS	COMMENTS *Please list any anomalies or issues and resolution*
		Unpacking & Inspection Stage		
1	Unpacking	Ensure the system is properly packed.		
2		Ensure that the following items are present in the packaging box: 1. Power cord 2. USB Data cable 3. Dell all in one workstation 4. Keyboard, mouse, power cord, dell driver disk		
3	Inspection	Ensure there are no loose screws or parts.		
4		Remove all tape and foam packaging from scanner and workstation.		
5		Ensure that there are no obvious scratch marks, dents or spots.		
6		Verify that the Scanner, keyboard, and mouse are all plugged into the workstation properly.		
		Power Up and System Status Verification		
7	System Power Up	Insert USB memory stick programmed with a Test Election Project into the workstation and attach the iButton to the 1 wire adaptor.		
8		Power up the system, Enter the login credentials and verify that the operating system powers up correctly and no hardware error messages occur.		
		Functional Testing		
9	Election Project Testing	Load the election files to the proper location as specified in the ICC user guide.		
10		Verify the following: 1. Open the ICC Application and enter the administrator code 2. Ensure that the scanner initializes and no error messages occur. 3. Verify the Software version of the application under the "Status" tab.		
11		Under Configuration: 1. Enter supervisor mode and verify that the scan options are set to maximum paper length and that the driver options are set to user guide saved profile. 2. Set the server path if applicable 3. Change stop options if applicable		
12		Print or save a zero proof report from the status menu.		
13		Scan the pre marked test deck and verify that the scanner is stopping on all exception ballots that were pre-determined.		
14		Close the tabulator and print or save the results report.		
15		Compare Results to the master report for accuracy.		
16	Power Down & Sign	Zero the tabulator and close the application.		
17		Reset the DVS folder to a new election state by deleting the all election files from the DVS and config folders and power down the scanner.		

Schedule F

EMS Acceptance Testing Checklist

Pre-Voting Phase

1. Open the EMS Election Event Designer application
2. Create the Election Project
3. Open the Project
4. Set the Ballot Style and Ballot Style Parameters
5. Define District Types
6. Define the District
7. Define the Precincts and associate Precinct to Districts
8. Create Political Party
9. Create Office, Define Office Settings, and Associate Elector Group Types to Offices, set Rotations
10. Import Contests and define Override Office/Contest Settings
12. Import Choice to Contest, Associate Political Parties to Choice
13. Import Template Keywords
14. Define Ballot Manifestation
15. Preview Ballot Types
16. Preview Ballot Manifestation
17. Create Ballot Header
18. Create Contest Headings
19. Create Proofing Ballots
20. Create (Official) Ballots
21. Creating Polling Places

22. Define Tabulators, Assign Polling Places to Tabulators, Assign Precinct to Tabulators
23. Import System settings Files
24. Define Configuration Files
25. Associate Configuration File to Tabulator
26. Generate Election Files
27. Program Memory Card
28. Program iButton Security Key
29. Create EMS Results Tally & Reporting User

Post-Voting Phase

1. Open the EMS Election Event Designer application
2. Open Project
3. Login
4. Load Result Files
5. Load Result Images
6. Load Log File
7. List all result Files
8. Select Results Files
9. Preview Result Files
10. Preview Result Files
11. Validate and Publish Result Files
12. Create all canned Reports, and at a minimum all current reports County utilized in WinEDS Report Writer

Capacity, Load and Signal Strength Testing

A. Election Definition. Dominion shall import election data from the County's election system and create an election databased for the 2017 Cook County April Election. The test is to ensure the System is capable of configure on Election, which has been identified by the County, as an example of the County's most complicated Election configurations. All steps outlined in "Pre-Voting Phase" of this Schedule F shall be conducted for this test. The number of ballots printed shall be at the sole discretion of the County, as the county will be responsible for payment of the ballots.

B. Transmission System Load Test.

1. Modify the existing Cook County Acceptance testing Election project in order to add 20,000 ICP tabulators.
2. Generate simulated results cartridges for all the tabulators assigned to the project.
3. Utilize 20 RTM laptops, which are configured with the simulation tool for testing (along with one or two extra switches for direct connection to the ICL network).
4. Scope of the test.
    a. Divide the total amount of tabulator result files between the laptops used for testing, then[6]:
        i. Send results from all laptops to both listener servers
        ii. Send results from all laptops to both listener servers, doing firewall failover, server failover.
        iii. Send results from all laptops to only one listener. Once the first server is finished, repeat process with the other server.
    b. Load all tabulator result files in each laptops used for testing, then:
        i. Send results from all laptops to both listener servers
        ii. Send results from all laptops to both listener servers, doing firewall failover, server failover.
        iii. Send results from all laptops to only one listener. Once the first server is finished, repeat process with the other server.

C. Signal Strength Testing.

County personnel will take ICP tabulators to each polling location (approximately 1800) and transmit from each location to ensure the signal is sufficient for transmission. Democracy Suite Listener activity will be monitored by Dominion for these signal tests. (Please note that individual ICP modem testing is conducted as part of the ICP Acceptance test, not as part of the load or signal test).

[6] Depending of the availability of access to the incoming Verizon network, repeat this test 4 (a).

Schedule G
Requirements Matrix

These are the requirements as defined in the RFP and accepted in the response, now made part of the contract. The third column contains any contrary or cautionary note to Dominion's agreement that the system being purchased will meet these requirements for the term of the agreement.

Requirements and comments		
1.001	**System certified by Illinois State Board of Elections**	
1.002	**System Capacity**	
1.002(a)	System accommodates for up to 500 positions on a single ballot	
1.002(b)	System accommodates for a minimum of eight (8) different languages	
1.003	**Ballot Secrecy**	
1.003(a)	System must not reveal language of voter's ballot	
1.003(b)	System must not allow ballot to be traced to voter	
1.004	**Special ballot voting circumstances**	
1.004(a)	System must allow for write-in candidate for all offices with post-election review of write-in votes readily available	
1.004(b)	System must prevent voter from casting an overvote (voting for more candidates than allowed for an office)	
1.004(c)	System must notify/alert voter if they failed to vote for one or more offices or propositions	
1.004(d)	System must allow a voter to change a vote during the process of voting on their own	
1.005	**System must have secure mechanisms for insuring that all ballots cast are authorized by the election judges in that precinct**	

1.006	**Ballot Types**	
1.006(a)	System must accommodate for no fewer than six (6) different political parties in a primary election	
1.006(b)	System must be capable of handling a "hybrid" primary ballot, in which some offices are voted in one party's primary, and other offices in a second party's primary	
1.006(c)	System must accommodate for hundreds of ballot styles to account for split precincts which may have several unique voting districts	
1.006(d)	System must accommodate English, Spanish, Chinese and South Asian languages with the ability to expand to at least four additional languages	
1.007	**System must allow all voters to be capable of casting a ballot independently, without assistance or without the intervention of election judges, in all elections**	
1.007(a)	System capabilities for mobility-restricted voters	
1.007(b)	System capabilities for visually-impaired voters with audio component	
1.007(c)	System capabilities for voters with limited or no manual dexterity	
1.008	**System must accommodate last-minute ballot changes due to court orders quickly and effectively**	
1.009	**System must be able to allow continued voting even if the polling place loses electrical power for up to four hours**	
1.01	**Precinct results**	
1.010(a)	System must include a mechanism for producing up to 12 in-precinct result tapes or statements for all ballot counted in precinct	
1.010(b)	System must address the issue of wireless transmission of in-precinct voting results from the individual precincts to a central location	
1.010(c)	System must be capable of a wire-based transmission of results from regional receiving stations to a central location	

1.011	**System must be capable of performing self-test to identify equipment errors**	
1.011(a)	System must be able to produce a paper "zero tape" evidencing the fact that the System has no votes recorded on it at the opening of the polls	
1.012	**Results tabulation**	
1.012(a)	System must include a software component that produces a final, unified tabulation of the votes cast in the precincts, and any centrally cast or tallied ballots (such as votes-by-mail and early votes), including provisional votes	
1.012(b)	System must accommodate the need for a detailed final canvass showing votes for each office, candidate and proposition in each precinct, and showing partial totals of votes for Townships, Wards, Congressional, Legislative, Representative, County Board, Board of Review and Judicial Districts, as well as municipalities, school districts and other districts	
1.012(c)	System must be compatible with current Cook County Clerk's operating Systems requiring ASCII output file for HP laser printer	
1.013	**System must produce a paper record once the voter has finished voting of each voter's choices**	
1.014	**System must have the capacity to maintain internal back-ups of the votes that have been cast on the System**	
1.015	**System must have the capacity for allowing provisional ballots to be cast on the System, holding them in abeyance until the registration information of the putative voter can be checked**	
1.016	**System must have the capacity to scan for judge's initials on paper-based ballots and reject any ballot that is not initialed**	
1.017	**System must make available a specimen ballot that accurately reproduces the face of the ballot that is used in the polling place**	
1.018	**System must have the ability to accommodate alternative voting methods, including, but not limited to cumulative voting and candidate ranking voting**	RCV supported out of the box, cumulative would need additional development

	Storage	
	System includes all necessary equipment with which to optimally store its components	
	System requires only standard electrical outlets to keep components charged and use-ready	
	System components are stackable to a height of 12 feet without the use of additional components	
	System components do not require temperature of humidity conditions outside of industry standard storage facilities	
2.2	**Transport**	
	System proposal includes data on system's physical parameters	
	Other than the custom Voting Supply Carrier (VSC described in Section 4.7 of the RFP, the proposed system does not require custom containers or components for secure shipping to and retrieval from polling places.	
	System, when prepared for transport, can be moved by a single worker, unaided by any mechanical devices	
	System components are unaffected by temperature extremes during transport	
	System components are unaffected by precipitation events during transport	
2.3	**Maintenance**	
	As proposed, the system includes vendor-supplied parts and labor for necessary maintenance for a period of at least five (5) years	
	After the period of vendor-supplied maintenance expires, the system is capable of being maintained by the Cook County Clerk.	
	Vendor guarantees the availability of replacement parts for a period of 12 years after system acquisition.	
	System proposal includes data on time before failure for components.	

2.4	**Touchscreen Display**	
	Touchscreen component includes variable screen fonts	
	Touchscreen allows voter to vary screen font size	
	Touchscreen allows contrast of screens to be varied	
	Touchscreen Allows voter to vary screen contrast	
	Touchscreen component includes variable screen contrast	
	Touchscreen component allows voter to freely move from screen to screen	
	Touchscreen component includes review function after voter has viewed all ballot pages	
	Touchscreen component allows voter to go directly from review page to page where a change in vote can be made	
	Touchscreen component prevents offices from being split onto multiple screens	
	Touchscreen component prevents overvoting for an office or proposition	
	Touchscreen component includes messages relating to successfully casting an elector's votes	
2.5	**Ballot Printer**	
	Printer has 1,000 sheet capacity	
	Printer is easily refilled with paper	
	Printer has ink or toner capacity for 10,000 sheets	
	Printer uses industry standard connectors and ports	

	Printer's power on cycle take 1 minute or less	
2.6	**Compatibility with Verizon Wireless Private Network**	
3.001	System includes its own tabulation software	
3.002	Software can manage and merge in-precinct results with centrally-tabulated results	
3.003	Software can produce a delineated final canvass with office, district and precinct breakdowns	
3.004	Software can output data in ASCII file (escape sequence) for Hewlett-Packard laser printer format	
3.005	System can produce a summary of election results by office in real time after the polls close until 99+% results are reported	
3.006	System can produce a flat file of the summary report to be posted on the web sites of the Clerk	
3.007	System has a mechanism that displays results by precinct and office which runs on the Clerk's network for use by election staff and management	
3.008	System can merge post-election-day vote-by-mail and provisional ballot results into its reports	
5.001	System authenticates users via standard authentication tools such as Microsoft Active Directory.	
5.002	System interfaces with external directory services for security and authentication, such as Windows Active Directory (AD). This very important for on-premise implementations.	Not applicable. Voting systems do not interface with any Active Directory systems because they are never on a shared network.
5.003	System performs automated system assurance routines (e.g., data integrity verification reports) as part of standard processing cycles.	
5.004	System leverages standard access control protocols to manage rights to edit, read, approve, review, etc.	
5.005	System provides security controls at multiple levels including	
	- overall system	
	- specific functions (e.g., inquiry, update)	

	- system modules	
	- specific departments	
	- resident records	
	- data field	
5.006	System can protect confidential information to prevent unauthorized access.	
5.007	System is compliant with all other applicable information protection statutes and regulations pertinent to PII such as Illinois Personal Information Protection Act, Social Security Act, Illinois Juvenile Detention Standards and any other federal and state law	
5.008	System has multiple user security levels for system authorization.	
5.09	System will maintain database of user credentials.	
5.01	System is compliant with HL7 standards	N/A. Election systems do not contain or transmit any healthcare information.
5.011	System is compliant with Cook County National Information Exchange standards (NIEM)	System is compliant with all Federal election information exchange standards.
5.012	System will manage and track bugs within the system, updating with bug status and resolution	We have a bug tracking system as part of internal development and operations support.
5.013	System is compatible with modern security control and intrusion detection programs such as User & Entity Behavior Analytics (UEBA) systems.	Compliant on EMS portion of the system
5.014	System keeps comprehensive, non-erasable activity logs showing all actions by all users including detailed descriptions of changes made (e.g. before and after images), date/time stamps for all activities, and a record of the user who made the change.	
5.015	All data, including all login IDs and passwords, stored on the voting machines, tally system, ballot preparation system, and other components must be encrypted both in transit and at rest.	
5.016	Vendor supplies detailed plan and timetable for periodic "red team" audits by industry recognized third party cyber security firm.	National and State-level certifications include Security audits to achieve

6.001	System requires unique or specialty hardware. Use the rows below to enter other equipment.	
6.002	System requires unique scanning devices.	
6.003	System interfaces with standard scanning devices.	
6.004	System requires unique barcode devices.	
6.005	System interfaces with standard barcode devices.	
6.006	System requires unique label printers. (i.e., visitor badge)	
6.007	System interfaces with standard label printers.	N/A
6.008	System requires special network infrastructure.	
6.009	System requires other stationary or mobile hardware or devices.	All required devices can be ordered and provided by Dominion. For example, if there is a need for additional voting screens, privacy booths, and storage cases then these can be ordered via DVS if desired.
6.01	System requires digital imaging system	Any required digital imaging is included in the DVS proposed system.
6.011	Vendor can supply 3450 Election Day TSBMDs	
6.012	Vendor can supply 1800 Election Day ballot scanners	
6.013	Vendor can supply 1800 Voting Supply Carriers (VSCs)	
6.014	Vendor can supply 1000 Early Vote TSBMDs	
6.015	Vendor can supply 125 early Vote ballot scanners	

Schedule H

Consumables Price List

Product Category	Product Name	List Price
ImageCast Central	ICC Black Imprinter Ink Cartridge - G1130	$ 39.00
ImageCast Central	ICC I-Button Administrator Key - Black	$ 25.00
ImageCast Central	ICC I-Button Technician Key - Green	$ 25.00
ImageCast Central	ICC Scanner Roller Kit - G1130	$ 109.60
ImageCast Precinct	ICP Cleaning Sheet	$ 20.00
ImageCast Precinct	ICP I-Button Administrator Key - Black	$ 25.00
ImageCast Precinct	ICP Paper Roll (72')	$ 2.50
ImageCast Precinct	ICP Paper Roll (98')	$ 4.00
ImageCast Precinct	ImageCast Secrecy Folder x 14" Rev 2	$ 2.40
ImageCast Precinct	ICP Lithium Backup Battery (2 hrs)	$ 84.00
ImageCast Precinct	ICP I-Button Technician Key - Yellow	$ 25.00
ImageCast Precinct	8GB SD Memory Card	$ 16.75
ImageCast X	ICX Prime Poll Worker Smart Card - Generic	$ 8.10
ImageCast X	ICX Prime Technician Smart Card - Generic	$ 8.10
ImageCast X	ICX Prime Voter Smart Card - Generic	$ 8.10
ImageCast X	USB Flash Drive - 16GB - 3.0	$ 27.00
ImageCast X	USB Flash Drive - 8GB - 3.0	$ 16.60
ImageCast X BMD	Toner Cartridge - 30A	$ 93.00
ImageCast X BMD	Toner Cartridge - 30X	$ 138.00
ImageCast X BMD	Toner Cartridge - 26A - Black	$ 175.00
ImageCast X BMD	Toner Cartridge - CF226X	$ 290.00
Other	SD Memory and iButton Labels (100 sheets)	$ 110.00
Other	Fine Point Black Permanent Markers – 12 pack	$ 15.00
Other	Headphone Covers	$ 0.25
Other	Seal - High Residue Label - 2" x 9" - Red	$ 0.58
Other	Seal - Non Residue - 1-3/16" x 4-5/16" - Blue	$ 0.75
Other	Seals - Pull Up / Pull Tight - Plastic - Red (25/pkg)	$ 14.00

Schedule I

ImageCast Precinct Preventative Maintenance Checklist

PCOS Model: _____

PCOS Serial Number: _____

Customer Name: _____

SW Version (Dispatched): _____

Date: _____

SAMPLE DOCUMENT

Expected Time to Complete: 30 minutes

Instructions: Check the box next to 'Pass' or 'Fail' for each step. Add comments/defects if any the unit fails any part of the testing.

Step No.	Stage Description	Details	Pass	Fail	Comments / Defects
		Inspection Stage			
1		Verify the machine Serial Number on side of the machine and enter it on the checklist.			
2	Inspection	Ensure that there are no undesired stickers/labels affixed to the plastic cover of the unit. Remove and clean if any.			
3		Verify unit has all external plastic parts assembled and intact (thermal printer door, CF cards doors, LED light pipes, Side Ports door).			
4		Ensure that there are no obvious scratch marks, dents or spots on the covers.			
5		Perform a shake test of the tabulator to ensure there are no loose screws or parts.			
6	Verify Paper Roll	Lift printer cover door. Verify the paper roll has enough paper for an election. If not change the paper roll. See manual page 28			
7	Read Head Cleaning	Insert the fabric-end cleaning sheet, run it through the ICP three to five times. For each time ensure you blow off any residual dust on the cleaning sheet.			
		Power Up and System Status Verification (with Test Election CF cards)			
8	System Power Up	Install and plug in the internal back-up battery if necessary.			
9		Insert two (2) CF cards programmed with the correct Test Election Project into the memory card slots of the tabulator. ***Note:*** *The Test Election Project must be compatible with the SW installed on the tabulator. If the SW version is not known, insert any two CF cards and power on the tabulator, complete steps 8-10 to confirm SW version.*			
10		Connect the ATI with Headphones and a USB Printer to the ATI Port and USB Ports respectively.			
11		Power up the system and pay close attention to the changing LCD screens.			
12	SW/FW Verification	Verify that the SW (Loader and O/S) version observed on-screen is the correct version for the specific customer. If not, upgrade/downgrade accordingly.			
13		Record the SW Version in the placeholder on this document.			
14		Follow the on-screen prompts and verify that the software loads correctly.			
15	Security Key Verification	Verify Technician Security Key and password work as expected.			
16	Date and Time Verification	Verify that the correct local date and time is displayed. Adjust if necessary.			
17	Complete Diagnostics Verification	From the Administrative Menu, select **'Utilities' > 'Diagnostics'.**			
		Select and carry out **Complete** diagnostics. Make sure the tester is wearing the audio headset.			
		Verify RAM Memory			
		Verify Compact Flash Memory			
		Verify EEPROM			
		Verify USB Port (if applicable)			
		Verify Thermal Printer			
		Touchscreen LCD - Select each button 1 through 9. If LCD works - select "Yes" for "Pass" if all buttons worked, select "No" for "Fail".			
		Touchscreen LCD - Verify Cast and Return buttons work as requested on the LCD screen.			
		Verify ATI			
		Verify Audio Test			
		Verify Real Time Clock (RTC)			
		Verify Power Interface (AC/DC and Battery)			
		Verify Scanner			
		Verify Modem Interface (if applicable)			

Step No.	Stage Description	Details	Pass	Fail	Comments / Defects
18	Battery Status Verification	When prompted to insert a ballot, unplug the AC adapter from the rear of the tabulator.			
19		Under battery power, insert a blank Test Election ballot to perform scanning.			
20		Verify that the tabulator correctly detects a blank ballot.			
21		Observe the top left corner of the LCD screen and verify that a full charge battery status icon is displayed. If not, charge the back-up battery.			
22	Printer Verification	Print the Diagnostics Test results tape.			
23		Verify that the report displays the correct Machine Serial Number, Date and Time stamp and all component tests Passed. Verify Serial Number matches and the SW version recored. Record the PCOS Model Number.			
24		Leave the Test Results Report attached to the tabulator.			
25		Exit *Diagnostics* Mode to return to the Administrative Menu and plug the AC adapter back into the tabulator.			
		Functional Testing (with Test Election CF cards)			
26	Election Project Testing	Press the **Open Poll** button and print a status report.			
27		Verify that the # of ballots cast is zero.			
28		Perform Standard Voting as per document 129-000560 using the Test Deck provided.			
29		Using Pollworker key, select Accessible Voting. Enter the Ballot ID from the paper ballot. Process an audio ballot.			
		Using Pollworker key, select Provisional Ballot and process a ballot. Write down provisional number in the comments.			
30		Close the polls, print the results report and re-zero the CF cards.			
31		Verify that the results on the report match the expected results as per the totals from the Test Deck and the Audio Ballot. If so, initial the results report.			
32		Attach Election Results Report on the tabulator to the Preventive Maintenance Checklist for the unit.			
33		Power down the tabulator then unplug the AC adapter, ATI and USB Printer.			
34		Put away the components properly for storage.			
		Storing Stage			
35	Storing	Ensure that there are no undesired stickers/labels. Also ensure that all the desired stickers/labels are present.			
36		Ensure the machine is sitting correctly in the top of the ballot bin. Ensure ballot bin lid is closed properly and the unit is secured to the power connector in the bin.			
37		Ensure that the storage container (aka ballot bin) contains at the following in addition to the tabulator: 1. Power Supply unit (rated 20VAC, 2A)			
38	Finish	Ensure all fields at the top of the form are filled out. Ensure technician name and initials are written on the bottom of the checklist.			
39		File the completed and signed checklist for record purposes.			

Technician Name and Initials: _____

Schedule J

ImageCast X Preventative Maintenance Checklist

DOMINION VOTING
Preventative Maintenance Checklist

SAMPLE DOCUMENT

Items to Test / Inspect	*OK*	*Not OK*	*Notes*
1. Top Door (Larger)			
A. Confirm Hinges Swing Freely	○	○	_____
B. Inspect/Test Magnet on Side of Door for Proper Operation	○	○	_____
C. Inspect Hasp/Staple for Proper Operation	○	○	_____
D. Inspect USB & MicroSD Connectors	○	○	
2. Battery Inspection			
A. Inspect Battery PCB Connection with Battery	○	○	_____
B. Inspect Battery is Secure Under Bracket	○	○	_____
C. Inspect Battery PCB Cable Connection to Main Unit	○	○	
3. Bottom Door (Smaller)			
A. Confirm Hinges Swing Freely	○	○	_____
B. Inspect/Test Magnet on Side of Door for Proper Operation	○	○	_____
C. Inspect Hasp/Staple for Proper Operation	○	○	_____
D. Inspect Cable Routing through Plastic Bushing	○	○	_____
E. Confirm DC-IN Power is Properly connected to Main Unit	○	○	
4. VESA Stand / General			
A. Inspect Cable Routing Inside I/O Cover	○	○	_____
B. Inspect Cables for Any Wear or Damage	○	○	_____
C. Inspect Card Reader in Base (Front)	○	○	_____
D. Confirm System can Tilt on Stand	○	○	
5. Electrical / Technical			
A. Confirm Main Power Cable Connection Between Base and Outlet	○	○	_____
B. Confirm Button under Bottom Door Turns Green when Power is Applied	○	○	_____
C. Confirm the LCD Touch is Functional	○	○	_____
D. Confirm the Battery is Fully Charged and has at Least 2 Hours of Runtime Available. If not, it is Recommended to Replace the Battery (Refer to Battery Test Procedure)	○	○	_____
E. Confirm Input Connectors Functionalities (I.e. USB's, LAN, Audio, etc.)	○	○	_____

EXHIBIT 2

SCHEDULE OF COMPENSATION

EXHIBIT 2
Schedule of Compensation

Payment Invoices - Dominion shall provide invoices to the County as described below.

ID	Payment Invoice Event (with date estimates[1])	Payment Amount
1	Project Management, Project Initiation, Training & Documentation • Project Kickoff (10/1/18) (See SOW Section 3.2) • Artifacts Review (10/1/18) (See SOW Section 3.2) • Training Plan & Documentation Creation (10/24/18) (See SOW Section 3.3.6 and Section 6) • System & Application Configuration: (10/1/18) (See SOW Section 2.1 and Section 4) Invoice Date: 10/1/18	$1,522,537.01
2	Delivery of Early Voting Equipment and partial township rollout of Democracy Suite. Due upon acceptance: • ImageCast Central – Qty: 4 (10/8/18) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • Server Environment: EMS Application & ICL Servers (10/8/18) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) Invoice Date: (10/15/18)	$1,011,500.00
3	Final Canvas November 2018 (11/27/18) (See SOW Section 8.4.3) Invoice Date: 11/27/18	$3,832,056.00
4	Delivery of Voting Supply Carriers: Due upon acceptance: • Voting Supply Carrier – Qty: 1800 (12/3/18) (See SOW Schedule B) Invoice Date: 12/3/18	$5,173,799.33
5	Delivery of Precinct Equipment. Due upon acceptance: • ImageCast X with BMD Printer – Qty: 1000 (12/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Audio Tactile Interface – Qty: 1000 (12/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast Precinct Tabulator – Qty: 125 (12/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast Wireless Modem - Qty: 16 (12/3/18)) (See SOW	$5,173,799.33

[1] Specific delivery quantities and dates may change subject to changes in circumstances. No changes will be made without prior approval of the County.

ID	Payment Invoice Event (with date estimates[1])	Payment Amount
	Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Card Activation Reader/Writer – Qty: 1000 (12/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Transportation Bags – Qty: 125 (12/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) Final Canvas February 2019 (3/20/19) (See SOW Section 8.4.3) Invoice Date: 3/20/19	
6	Delivery of Precinct Equipment. Due upon acceptance: • ImageCast X with BMD Printer – Qty: 3450 (2/11/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Audio Tactile Interface – Qty: 3450 (2/3/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast Precinct Tabulator – Qty: 1800 (2/11/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast Wireless Modem - Qty: 1784 (2/11/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Card Activation Reader/Writer – Qty: 2602 (2/11/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) • ImageCast X Transportation Bags – Qty: 875 (2/11/18)) (See SOW Section 2.1.1, 3.1.2, 2.1.3 and Schedule B) Final Canvas April 2019 (4/23/19) (See SOW Section 8.4.3) Invoice Date: 4/23/19	$5,173,799.33
	Subtotal	**$21,887,491.00**
7	Annual software license, extended warranty and post implementation support services (May 1, 2020) (See SOW Schedule B Items 1 and 13)	$1,139,050
8	Annual software license, extended warranty and post implementation support services (May 1, 2021) (See SOW Schedule B Items 1 and 13)	$1,139,050
9	Annual software license, extended warranty and post implementation support services (May 1, 2022) (See SOW Schedule B Items 1 and 13)	$1,139,050
10	Annual software license, extended warranty and post implementation support services (May 1, 2023) (See SOW Schedule B Items 1 and 13)	$1,139,050

ID	Payment Invoice Event (with date estimates[1])	Payment Amount
11	Annual software license, extended warranty and post implementation support services (May 1, 2024) (See SOW Schedule B Items 1 and 13)	$1,139,050
12	Annual software license, extended warranty and post implementation support services (May 1, 2025) (See SOW Schedule B Items 1 and 13)	$1,139,050
13	Annual software license, extended warranty and post implementation support services (May 1, 2026) (See SOW Schedule B Items 1 and 13)	$1,139,050
14	Annual software license, extended warranty and post implementation support services (May 1, 2027) (See SOW Schedule B Items 1 and 13)	$1,139,050
	Subtotal	**$9,112,400.00**
	AGREEMENT TOTAL	**$30,999,891.00**

To the extent this Agreement is extended for an additional year pursuant to Article 5, Section (c) of this Agreement, Dominion reserves the right to increase the annual software license, extended warranty and post implementation support services fees up to five percent (5%) of the previous year's fee. The increase would begin on May 1, 2028 if extended.

Dominion Voting Systems, Inc.													
Product and Service Pricing Purchase Summary					10/1/2018	10/15/2018	11/27/2018	12/3/2018	3/20/2019	4/23/2019	5/1/2020	May 2021-2027	All
DESCRIPTION	Delivery Milestone	QTY	UNIT PRICE	EXTENSION	Milestone #1	Milestone #2	Milestone #3	Milestone #4	Milestone #5	Milestone #6	Milestone #7	Milestone #8-14	Milestone Totals
Dominion Hardware													
ImageCast Central (ICC)	2	4	$18,500	$74,000									
Sub-Total Milestone #2	2			$74,000		$74,000							$74,000
Voting Supply Carriers: Voting Supply Carrier	4	1800	$2,129	$3,832,056									
Sub-Total Milestone #4	4			$3,832,056				$3,832,056					$3,832,056
ImageCast Precinct Tabulator – 2 (ICP-2) w/BB	5	125	$4,500	$562,500									
ImageCast Wireless Modem	5	16	$175	$2,800									
ImageCast X with BMD Printer (ICX-BMD)	5	1000	$2,700	$2,700,000									
ImageCast X Audio Tactile Interface (ATI)	5	1000	$150	$150,000									
ImageCast X Card Activation Reader/Writer	5	1000	$150	$150,000									
ImageCast X Voting Booth	5	1000	$250	$250,000									
ImageCast X Transportation Bags	5	125	$75	$9,375									
Sub-Total Milestone #5	5			$3,824,675					$3,824,675				$3,824,675
ImageCast Precinct Tabulator – 2 (ICP-2)	6	1800	$3,500	$6,300,000									
ImageCast Wireless Modem	6	1784	$175	$312,200									
ImageCast X with BMD Printer (ICX-BMD)	6	3450	$2,700	$9,315,000									
ImageCast X Audio Tactile Interface (ATI)	6	3450	$150	$517,500									
ImageCast X Card Activation Reader/Writer	6	2602	$150	$390,300									
ImageCast X Transportation Bags	6	875	$75	$65,625									
Sub-Total Milestone #6	6			$16,900,625						$16,900,625			$16,900,625
Sub Total Dominion Hardware				$24,631,356	$0	$74,000	$0	$3,832,056	$3,824,675	$16,900,625	$0	$0	$24,631,356
Dominion Software													$0
Democracy Suite Initial License Fee	2	1	$700,000	$700,000									$0
Adjudication Application License Fee	2	1	$150,000	$150,000									$0
Sub-Total Milestone #2	2			$850,000		$850,000							$850,000
Sub-Total Dominion Software	2			$850,000	$0	$850,000	$0	$0	$0	$0	$0	$0	$850,000
Third Party Hardware													
Server Environment: Domain Controller	2	1	$3,183	$3,183									
Server Environment: Log Server	2	1	$8,217	$8,217									
Server Environment: EMS Application Server	2	2	$9,313	$18,625									
Server Environment: Storage	2	1	$16,250	$16,250									
Server Environment: Network Switches (multiple components)	2	N/A	$4,199	$4,199									
Server Environment: UPS	2	2	$1,463	$2,925									
Server Environment: Monitor Console	2	1	$2,750	$2,750									
Server Environment: Server Rack	2	1	$1,300	$1,300									
Server Environment: Report Printer	2	1	$713	$713									
Transmission Environment: ICL Server	2	2	$4,719	$9,438									
Transmission Environment: Firewall	2	2	$2,227	$4,455									
EDES Stations (multiple components)	2	N/A	$26,786	$26,786									
Adjudication-EMS EED – RTR - ICL Dashboard Stations (multiple components)	2	N/A	$11,070	$11,070									
RTM Stations	2	50	$825	$41,225									
Battery Back-up: UPS: #123-000286 – APC SMT1500	2	125	$475	$59,375									
Sub-Total Milestone #2	2			$210,510		$210,510							$210,510
Battery Back-up: UPS: #123-000286 – APC SMT1500	5	1,675	$475	$795,625									
Sub-Total Milestone #5	5			$795,625					$795,625				$795,625
Sub-Total Third Party Hardware				$1,006,135	$0	$210,510	$0	$0	$795,625	$0			$1,006,135
Training & Implementation													
Installation, Training and Project Management	1,2,3,4,5	1	$3,903,000	$3,903,000	$650,500	$650,500	$650,500	$650,500	$650,500	$650,500		$0	$3,903,000

Sub-Total-Training & Implementation				**$3,903,000**	**$650,500**	**$650,500**	**$650,500**	**$650,500**	**$650,500**	**$650,500**	**$0**	**$0**	**$3,903,000**
Shipping													
Shipping – NTE all listed items, warranty and warranty parts	6	1	$375,000	$375,000						$375,000			$375,000
Sub-Total-Shipping				**$375,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$375,000**	**$0**	**$0**	**$375,000**
Annual S/W License & Warranty Fees													
DESCRIPTION		QTY	UNIT PRICE	EXTENSION									
Annual Software License, Hardware Warranty													
ImageCast Central (ICC):	7	4	$3,200	$12,800									
ImageCast Precinct Tabulator (ICP2):	7	1800	$190	$342,000									
ImageCast Precinct Tabulator with Ballot Box (ICP2)	7	125	$190	$23,750									
ImageCast X with BMD Printer (ICX-BMD)	7	4450	$190	$845,500									
Democracy Suite Software	7	1	$160,000	$160,000									
Adjudication Module	7	1	$30,000	$30,000									
Post Implementation support in SOW	7	N/A	Included	Included									
Discount	7	1	($275,000)	($275,000)									
Sub-Total Annual Fees	7			$1,139,050							$1,139,050		$1,139,050
Seven (7) Additional Years	8-14			$7,973,350								$7,973,350	$7,973,350
Total Eight (8) years S/W & Warranty fees				**$9,112,400**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,139,050**	**$7,973,350**	**$9,112,400**
Purchase Summary Total				**$39,877,891**	**$650,500**	**$1,785,010**	**$650,500**	**$4,482,556**	**$5,270,800**	**$17,926,125**	**$1,139,050**	**$7,973,350**	**$39,877,891**
Implementation Discount		1	($3,903,000)	($3,903,000)									$0
Initial Software Fee Discount		1	($475,000)	($475,000)									$0
Additional Contract Discount		1	($4,500,000)	($4,500,000)									$0
Sub-Total Discounts & Milestone Payment Adjustment			($8,878,000)	($8,878,000)	$872,037	$131,018	$361,000	$2,607,271	($97,001)	($12,752,325)	$0	$0	($8,878,000)
Net Contract Purchase				**$30,999,891**	**$1,522,537**	**$1,916,028**	**$1,011,500**	**$7,089,827**	**$5,173,799**	**$5,173,800**	**$1,139,050**	**$7,973,350**	**$30,999,891**

[1] All equipment is subject to change dependent upon product availability. An equivalent model, certified by the State of Illinois, may replace products that are end of life.

EXHIBIT 3

LICENSES

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Dominion Software" means the Democracy Suite® and/or ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.

1.2. "Specifications" means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.3. "Term" shall mean the term period defined in the Agreement for Dominion Software Licenses and Warranties.

1.4. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributers and provided by Licensor hereunder.

2. License.

2.1. License to Dominion Software. Subject to the terms herein and subject to payment by the Licensee of the License fees as described in the Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Dominion Software solely for the Licensee's own internal business purposes. This License shall only be effective during the Term and cannot be transferred or sublicensed. However, in the event the Licensee desires to sell components of the Licensor's voting system that contain Dominion Software to a Licensor approved licensee, the Licensor shall authorize the transfer of the Dominion Software license to said licensee.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Dominion Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Licensee shall have no power to transfer or grant sub-licenses for the Dominion Software. Any use of the Dominion Software not expressly permitted by the terms of this Agreement is strictly prohibited.

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

3.1. Upgrades. In the event that Licensor, upon commercially reasonable request of the Licensee, certifies a Dominion Software upgrade under the applicable laws and regulations of the State of Illinois, Licensor shall make the certified Dominion Software upgrade available to the Licensee at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of Illinois.

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

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Dominion Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;

4.3. Alter or modify the Dominion Software or copyright notices in any way or prepare any derivative works of the Dominion Software or any part of parts of the Dominion Software;

5. Return of Dominion Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Dominion Software in its possession or control, or destroy all such Dominion Software from any electronic media, and, upon written request from Licensor certify in writing within thirty (30) days of receipt of the written request to Licensor that it has been destroyed. However, in the event the Licensee desires to sell components of the Licensor's voting system that contain Dominion Software to a Licensor approved licensee, the Licensor shall waive the requirements of this section 5.

6. Warranties. The following warranties shall apply.

6.1. Dominion Software Warranty Terms. Licensor warrants that the Dominion Software will function in accordance with the Specification during the Term. The Licensor also warrants that the Dominion Software shall comply with the State of Illinois certification requirements and election laws (collectively the "Requirements") in effect as of the date the Dominion Software is certified by the State of Illinois. This provision applies to the initial certified Dominion Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Dominion Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Dominion Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Dominion Software was designed by Licensor.

6.2. Corrections. If the Licensee believes that the Dominion Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide

Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost and incorporate such corrections into the next version certified by the Licensee's State.

6.3. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products. Licensor shall provide any updates or patches for Third-Party Products at no additional cost to the Licensee, when such updates or patches are certified for use by the State of Illinois.

6.6. No Other Warranties. EXCEPT AS PROVIDED IN THE PROFESSIONAL SERVICES AGREEMENT AND EXHIBIT [X] IT SPECIAL CONDITIONS, DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i) any commercial or non-commercial printer
(ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

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

EXHIBIT 4

INFORMATION TECHNOLOGY SPECIAL CONDITIONS (ITSC)

Exhibit 4

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. ***"Assets"*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. "***Business Associate Agreement***" or "***BAA***" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. "***Business Continuity Plan***" means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. ***"Change"*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. "***Change Management***" means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. ***"Change Order"*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. ***"Change Request"*** means one Party's request to the other Party for a Change Order.

1.9. ***"Contractor"*** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. "***Contractor Confidential Information***" means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. ***"Contractor Facilities"*** means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.12. ***"Contractor Intellectual Property"*** means all Intellectual Property owned or licensed by Contractor.

1.13. ***"Contractor IP Materials"*** means all IP Materials owned or licensed by Contractor.

1.14. ***"Contractor Personnel"*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. ***"Contractor-Provided Equipment"*** means Equipment provided by or on behalf of Contractor.

1.16. ***"Contractor-Provided Software"*** means Software provided by or on behalf of Contractor.

1.17. ***"Criminal Justice Information"*** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. ***"Data Protection Laws"*** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.19. ***"Data Security Breach"*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.20. ***"Deliverable"*** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software.

1.21. ***"Developed Intellectual Property"*** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.22. ***"Developed Software"*** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications,

enhancements, patches, upgrades or similar developments).

1.23. "***Disaster***" means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.24. "***Disaster Recovery Plan***" means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.25. "***Equipment***" means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.26. "***Exit Assistance Plan***" means a detailed plan for the delivery of the Exit Assistance Services.

1.27. "***Exit Assistance Period***" has the meaning given in Section 9.2.

1.28. "***Exit Assistance Services***" means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.29. "***Illicit Code***" means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.30. "***Incident***" means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.31. "***Intellectual Property***" means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.32. "***IP Materials***" means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.33. ***"Laws"*** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.34. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.35. ***"Party"*** means either County, on behalf of County and its Using Agencies, or Contractor.

1.36. ***"Parties"*** means both County, on behalf of County and its Using Agencies, and Contractor.

1.37. ***"Personal Information"*** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.38. ***"Problem"*** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.39. ***"Protected Health Information"*** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.40. ***"Public Record"*** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.41. ***"Required Consent"*** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.42. ***"Services"*** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and

tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.43. ***"Service Level Agreements"*** or ***"SLA"*** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.44. ***"Software"*** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.45. ***"Third Party"*** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.46. ***"Third Party Intellectual Property"*** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.47. ***"Third Party Contractor"*** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.48. ***"Third Party Software"*** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.49. ***"Using Agency"*** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.50. ***"Using Agency Confidential Information"*** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; and (b) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.51. ***"Using Agency Data"*** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and

customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.52. "***Using Agency Intellectual Property***" means all Intellectual Property owned or licensed by the Using Agency.

1.53. "***Using Agency IP Materials***" means all IP Materials owned or licensed by the Using Agency.

1.54. "***Using Agency-Provided Equipment***" means Equipment provided by or on behalf of Using Agency.

1.55. "***Using Agency-Provided Software***" means Software provided by or on behalf of Using Agency.

1.56. "***WISP***" means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Except for the review and possible troubleshooting of ballot content and election files prior to the election by the Contractor, Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors. Under no circumstances will the Contractor perform Services related to the Using Agency Data outside of the continental United States.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. INTENTIONALLY OMITTED.

2.4. INTENTIONALLY OMITTED.

2.5. INTENTIONALLY OMITTED.

2.6. INTENTIONALLY OMITTED.

2.7. INTENTIONALLY OMITTED.

2.8. INTENTIONALLY OMITTED.

2.9. INTENTIONALLY OMITTED.

2.10. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.11. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor

shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.12. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.13. INTENTIONALLY OMITTED.

2.14. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, State of Illinois certification requirements and regulations, the terms of the Contractor-Provided Software licenses and warranties, and the terms of the Contractor-Provided Equipment warranties, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.15. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any

changes in such Laws. Notwithstanding the foregoing, the Contractor will not be required to guarantee voting system and software changes to unknown, future legal requirements. The Contractor does warrant that the Software shall comply with the State of Illinois certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of Illinois. This provision applies to the initial certified Software as well as any subsequent upgrades. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software

or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. INTENTIONALLY OMITTED.

4.3. INTENTIONALLY OMITTED.

4.4. INTENTIONALLY OMITTED.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.7. INTENTIONALLY OMITTED.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant

structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed, made available by the Contractor for Using Agency review at the Contract's Chicago's office, and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however,* that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security polices or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following,

the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or the suspicion of the occurrence of a Data Security Breach), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, within three (3) business days prior written notice from the Using Agency, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits. All costs associated with such audits shall be the responsibility of the Using Agency.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement and (b) any security standards and

procedures otherwise agreed to by the Parties.

8.3. INTENTIONALLY OMITTED.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. INTENTIONALLY OMITTED.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. RIGHT TO EXIT ASSISTANCE

9.1. INTENTIONALLY OMITTED.

9.2. General. Upon termination or expiration of this Agreement for any reason, Contractor must, for a period of time specified by the Using Agency (not to exceed 90 calendar days) (the "Transition Period"), provide all reasonable transition assistance requested by the Using Agency, to allow for the expired or terminated portion of the Services and Deliverables to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services and Deliverables to the Using Agency or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Agreement rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables, training, reports and other documentation, to the Using Agency; (c) taking all necessary and appropriate steps, or such other action as the Using Agency may direct, to preserve, maintain, protect, or return to the Using Agency all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Using Agency; (d) transferring title in and delivering to the Using Agency, at the Using Agency's discretion, all completed or partially completed Deliverables prepared under this Agreement as of the Agreement termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. This Contract will automatically be extended through the end of the Transition Period. For purposes of clarity, Contractor will not be responsible for any transition costs or costs of obtaining substitute Services or Deliverables.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination

or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the

nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used

by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. INTENTIONALLY OMITTED.

10.6. INTENTIONALLY OMITTED.

EXHIBIT 5

ESCROW AGREEMENT

NCC Group SourceOne
Software Escrow Agreement

(Premium Solution)

Date September 27, 2010

Agreement Number [Agreement#]

Notice: The parties to this Agreement are obliged to inform NCC Group of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

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NCC GROUP SOURCEONE ESCROW AGREEMENT

This NCC GROUP SOURCEONE ESCROW AGREEMENT (the "SourceOne Agreement" or "Agreement") is made and entered into as of this 27th day of September, 2010 by and among NCC Group, Inc., a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("NCC Group") and Dominion Voting Systems, Inc., the licensor of certain technology located at 717 – 17th Street, Suite 310, Denver, Colorado 80202, USA ("Licensor") and any additional parties enrolled to this Agreement by the Licensor's signature on the Licensee Enrollment Form and acceding to this Agreement by Licensee's signature on the SourceOne Licensee Release Request Form (each a "Licensee") who hereinafter in this Agreement may collectively be referred to as the "Parties" and individually as a "Party".

Recitals

WHEREAS, Licensor has entered with a client ("Licensee") into a development agreement, license agreement or other agreement pertaining to the purchase, license, or development of the Licensor's software or other proprietary technology (hereinafter such agreement shall be referred to as the "License Agreement").

WHEREAS, the electronic and technical information comprising or describing the software including source code, documentation, related software and any development environments (hereinafter referred to as the "Software") is intellectual property and a trade secret of the Licensor and Licensor strives to avoid disclosure of its proprietary technology.

WHEREAS, it may become necessary under certain circumstances for the Licensee to gain access to parts of the Software, notably the source code and documentation; and

WHEREAS, NCC Group provides to the Licensor and Licensee services in the context of the deposit of the Software that are detailed in this Agreement and grants Licensee access to the material deposited by Licensor (hereinafter referred to as the "Escrow Deposit") in case one of the Release Events, as defined in Section 3 below, set forth in this Agreement is met; and

WHEREAS, NCC Group and the Licensor have established service fee schedules in a "Letter of Intent" between the parties,

NOW, THEREFORE, in consideration of the relationship of the Parties as set forth above and the mutual covenants and agreements set forth herein, the Parties agree to enter into this Agreement and agree to the following:

Section 1: Deposits

1.1 Delivery of Escrow Deposit: Licensor agrees to deliver the Escrow Deposit described in Attachment A to NCC Group within ten (10) business days from the date of this Agreement and to grant to NCC Group the right to transfer the Escrow Deposit and other electronic information and data as allowed under this Agreement. Licensor ensures that the contents are readable either by man or machine and contain no viruses. Licensor agrees to conspicuously label each item of tangible media in the Escrow Deposit for identification.

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1.2 Escrow Deposit Updates: Licensor agrees to deliver updates to the Escrow Deposit as follows:
☐ Standard period every six months
☐ Standard period every three months
☒ Within thirty (30) business days of any update to the Software installed in Licensee's system
☐ Other (specify) _____
If no selection is made, the standard period of six months shall be applicable. Upon receipt of updated Escrow Deposits by NCC Group, said updates will be added to the initial Escrow Deposit. NCC Group will handle the administration and labeling of additional updates of the Escrow Deposit and will document them appropriately.

1.3 Escrow Deposit Inspection: Immediately following the arrival of the Escrow Deposit at NCC Group, NCC Group will undertake an inventory review of the Escrow Deposit. This inventory review includes verifying the completeness of the Escrow Deposit by means of comparison with the list of the materials detailed in the Licensor completed portion of Attachment B ("Escrow Deposit Inventory List"), the Escrow Deposit contents, and any packing list which may have been included in the Escrow Deposit. NCC Group will then note any discrepancies of the Escrow Deposit in Attachment B and sign off on Attachment B forwarding it with the escrow deposit notification to the Licensor. Should NCC Group determine that the Escrow Deposit does not conform to the Escrow Deposit Inventory List, NCC Group will request Licensor to complete the Escrow Deposit without delay. Licensor is then obligated to complete the Escrow Deposit within ten (10) business days after such notification.

1.4 Escrow Deposit Notification: After NCC Group has completed the inspection process, NCC Group will place the Escrow Deposit in storage.

Section 2: Escrow Account Notifications

2.1 Registration: Licensor may at any point inform NCC Group about an additional Licensee to be enrolled to this contract. The enrollment of a new Licensee takes effect upon NCC Group's receipt of the Attachment E, the Licensee Enrollment Form ("Attachment E").

2.1.1 If NCC Group agrees to provide escrow service for a Licensee in which jurisdictional approvals may be required for escrow service providers, NCC Group shall attain those jurisdictional approvals and maintain that approved status for each jurisdiction until all Licensees within that jurisdiction have been terminated from this Agreement or this Agreement is terminated.

2.2 Licensee Notification: NCC Group will provide each Licensee with official notification that they have been enrolled under this Agreement.

2.3 Licensee Termination: Licensor may provide NCC Group with notice to remove a Licensee as a third party beneficiary to this Agreement by providing NCC Group written notice that the Licensee no longer has rights to be a beneficiary under this Agreement. NCC Group will acknowledge the termination of the Licensee's rights hereunder by sending the Licensor and Licensee written notice of the Licensee's termination.

Section 3: Release of Escrow Deposit

3.1 Release Event: "Release Events" are defined by and are present when one of the following requirements is met:

3.1.1. a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or

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3.1.2 Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming within ten (10) business days in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or

3.1.3 any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or

3.1.4 Licensor ceases to carry on its business or the part of its business which relates to the Software;

3.1.5 Joint written instructions from Licensor and Licensee.

3.1.6 Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations under the License Agreement in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

3.2 Filing for Release of the Escrow Deposit: If Licensee in its judgment believes the Release Event defined above in Section 3.1 has occurred; Licensee shall provide Licensor and NCC Group with written notice of the occurrence of such event in writing and request release ("Release Request") of the Escrow Deposit. NCC Group will require that Licensee sign a Licensee Release Request Form (Attachment F) and pay NCC Group a $500 release request fee. NCC Group will then send a copy of the notice to Licensor and Licensee by commercial express courier documenting the fact that the Licensee has filed for release. NCC Group bears no responsibility for determining the validity of the Release Request or the presence of a Release Event.

3.3 Dispute Directives: From the date NCC Group mails the notice that there has been a Release Request for the release of the Escrow Deposit, Licensor shall have sixty (60) days to deliver "Dispute Directives" to NCC Group. "Dispute Directives" shall mean any notification to NCC Group from Licensor that Licensor disputes the assertion by Licensee that a Release Event has occurred and thus Licensor directs NCC Group not to release the Escrow Deposit to Licensee. Upon receipt of Dispute Directives from Licensor within the prescribed period of time, NCC Group will notify the Parties with all relevant documents attached that there is a disagreement as to whether a Release Event is present. NCC Group will advise the Parties that a release will occur only if a) the Parties mutually direct the release; b) the presence of a Release Event is determined by arbitration, or c) an order from a court of competent jurisdiction directing NCC Group to release the Escrow Deposit.

3.4 Release of Escrow Deposit: In the event NCC Group does not receive any Dispute Directives from the Licensor within sixty (60) days, NCC Group will release the Escrow Deposit to Licensee. Should the Parties jointly direct NCC Group or should Licensor direct NCC Group to release the Escrow Deposit, NCC Group will release the Escrow Deposit to Licensee accordingly. If the Parties jointly notify NCC Group that the release procedure has ended without release or if a court or an arbitral award determines the lack of a Release Event, NCC Group will continue to store the Escrow Deposit as set forth in this Agreement. NCC Group has the right to demand payment of the costs incurred by the release procedure.

3.5 Right to Use Escrow Deposit: Unless otherwise provided by the License Agreement, Licensee shall have the right to use the Escrow Deposit for the sole purpose of continuing the benefits afforded to Licensee as stated in the License Agreement. NCC Group and Licensee expressly acknowledge that the Escrow Deposit may contain trade secrets of Licensor and that Licensor owns all rights (e.g. copyrights,

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rights of disposition and ownership) to the Escrow Deposit. The Escrow Deposit is provided to the Parties only in strict confidence subject to the conditions of and in the context of this Agreement. NCC Group and Licensee shall preserve the trade secrets contained in the Escrow Deposit throughout the duration of as well as after termination of this Agreement, unless otherwise expressly agreed upon between the Parties.

Section 4: Licensor Representations

During the term of this Agreement, Licensor a) declares and ensures that the following Escrow Deposit is Licensor's physical or intellectual property and that Licensor possesses all rights to this material necessary for fulfillment of its obligations under this Agreement, including the right to make copies, to distribute and to use the Escrow Deposit and b) grants to NCC Group the non-exclusive, non-transferable right, unlimited in scope, but limited in time to the duration of this Agreement, to make use of the media and/or materials that are part of the Escrow Deposit in the context of this Agreement, in particular to transfer the Escrow Deposit to Licensee in the occurrence of a Release Event, to copy the Escrow Deposit and to take other actions of a real or legal kind with regard to the Escrow Deposit as are necessary or sensible to the fulfillment of the obligations of NCC Group as described in this Agreement.

Section 5: Fees

5.1 Paying Party: The costs of services provided by NCC Group in the context of this Agreement will be paid by Licensor. All invoices are payable within 45 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 45 days past the due date of the applicable invoice. If NCC Group is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, NCC Group shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

5.2 Payment Terms: NCC Group shall not be required to perform any service under this Agreement unless the payment for such service and any outstanding balances owed to NCC Group are paid in full. After two (2) years from the date of this Agreement, NCC Group shall be entitled to review and vary its standard fees and charges for its services, up to an annual maximum increase of 3%, and only upon 45 days written notice to Licensor. Should NCC Group raise standard fees and charges to Licensor by 15% over the term of this Agreement, NCC Group and Licensor agree to independently assess current market pricing for the services provided herein, and negotiate a mutually acceptable annual pricing revision at such time that is consistent with current market pricing.

Section 6: Confidentiality

Except as provided in this Agreement, NCC Group shall not disclose, copy, make available, release or use the Escrow Deposit. Should Licensee receive the Escrow Deposit under this Agreement, Licensee shall not disclose the Escrow Deposit to any third party. If NCC Group receives a subpoena or any other order from a court or other government agency of competent jurisdiction related to the Escrow Deposit, NCC Group shall promptly provide the Parties with a copy of such subpoena or order. NCC Group shall have no obligation whatsoever to challenge any such subpoena or order and shall have no liability to any Party related to NCC Group's compliance with any subpoena, order or instruction from a court or other government agency.

Section 7: Inception and Term

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This Agreement commences upon the date entered at the beginning of this Agreement. This Agreement is initially in effect for one (1) year after the date of commencement. Afterwards its term is automatically renewed for successive one year terms, unless NCC Group or Licensor object by written notification to the Parties within ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any subsequent one-year term. In regard to the Licensee registration, for each Licensee the term of the Agreement is renewed for one-year terms, unless Licensor objects by written notification to NCC Group within ninety (90) days prior to the initial term or ninety (90) days prior to the end of any subsequent one-year term.

Section 8: Consequences of Termination

8.1 Termination Due to Release: Upon release of the Escrow Deposit, this Agreement terminates automatically as it is associated with the Licensor and respective Licensee implicated in the release, unless the Parties agree otherwise.

8.2 Termination Due to Non-Payment: In the event of non-payment of any invoice when due, NCC Group will notify the Licensor of such delinquency. If the past due fees are not received within forty-five (45) days of such notification, NCC Group has the right to terminate this Agreement at any time with immediate effect.

8.3 Disposition of Escrow Deposit: In case of a termination of this Agreement for any reason - except through a release procedure - Licensor must within ten (10) business days from the termination notice issue NCC Group written directions as to the handling of the Escrow Deposit. NCC Group will follow those directions once all invoices are paid in full. NCC Group is not obliged or responsible to destroy or return the Escrow Deposit if the Escrow Deposit is needed for the fulfillment of another continuing escrow agreement between NCC Group and Licensor. In the event of non-payment, NCC Group has the right to destroy the Escrow Deposit.

8.4 Right to Destroy: If a direction is not issued within the limited time period mentioned in Section 8.3, then NCC Group has the right to destroy or delete the Escrow Deposit.

8.5 Survival of Terms Following Termination: The following provisions of this Agreement shall survive upon termination: a) Representations of Licensor, b) the rights granted to release, c) the obligation to pay fees, d) the provisions of Section 6, Section 9, Section 10, and Section 11.2 and any provisions in this Agreement that specifically state they survive the termination of this Agreement.

8.6 Successors: This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. NCC Group must be provided clear instructions regarding any successors and assigns of Licensor.

Section 9: Arbitration

9.1 Arbitration: All legal action (including any provisional and protective measures) or claims, which arise out of or in connection with this Agreement, its attachments and all subsequent amendments, including but not limited to disputes over the conclusion of this Agreement, its validity, binding effect, interpretation, fulfillment, presence of a Release Event and the associated obligation to consent of Licensor to release to Licensee pursuant to Section 3, violation of this Agreement or cancellation and non-contractual claims, will be decided through binding arbitration pursuant to the expedited procedures under the Commercial Rules of the American Arbitration Association.

9.2 Arbitration Process: The arbitrator(s) must commence the arbitral procedure immediately after the initiation of the arbitration and must issue and send the orders regulating the procedure to the Parties. Within a limitation period to be determined by the arbitrator(s), the claimant must state its claim and the

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supporting facts. Also within a limitation period to be determined by the arbitrator(s), the respondent must respond. These limitation periods should not ordinarily be longer than one (1) week each, but may be as short as two (2) days or as long as four (4) weeks. The location of any arbitration procedure pursuant to this Agreement shall be San Francisco, California.

Section 10: Liability, Indemnity, Insurance

10.1 Nothing in this Clause 10 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct.

10.2 Subject to Clause 10.1, NCC Group shall not be liable for:

(a) any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors and in such event NCC Group's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of $100,000 (one hundred thousand US dollars); and

(b) No party shall be liable to another for any special, indirect, incidental or consequential damages whatsoever. Except for the fees payable to NCC Group pursuant to Clause 5 or damages related to infringement claims against NCC Group based upon the Intellectual Property Rights provided by Licensor, Licensor's liability to NCC Group shall also not exceed the sum of $100,000.

(c) NCC Group shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.

(d) NCC Group shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

(f) NCC Group shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

10.3 Licensor agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of: (i) any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights , or (ii) being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between or among the Licensor and any Licensee, provided that such litigation is not a consequence of NCC Group's sole negligence in relation to this Agreement, its wilful misconduct or material breach of this Agreement, and provided that Licensor shall not be liable for that portion of any such indemnification amount resulting from NCC Group's negligence or intentional misconduct.

10.4 NCC Group shall, at its sole cost and expense throughout the term of this Agreement and for so long as it retains Escrow Material(s) hereunder, procure and maintain in full force and effect, commercial general (including umbrella coverage) and professional liability insurance in amounts customary for its type business but not less than $2,000,000 per occurrence and $5,000,000 general aggregate.

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Section 11: Miscellaneous

11.1 Notices: All limitation periods mentioned in this Agreement will commence with the date the relevant notification is sent. NCC Group shall have the right to rely on the last known address of the other parties as defined in Attachment C and Attachment E. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed or undeliverable because of an act or omission of the Licensor to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities by First Class mail, courier or commercial express courier. Notifications with regard to Section 8 must be received by NCC Group within the set limitation period.

11.2 Controlling Law: This Agreement is governed by the laws of the State of California, without regard to its conflict of law provisions. In the event one or more of the provisions of this Agreement becomes invalid, the other provisions remain in force. Any invalid provision is to be replaced with a valid provision, which comes as close as legally possible to the economic effect of the invalid provision.

11.3 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

11.4 Entire Agreement: This Agreement with in respect to the Licensor, their Letter of Intent, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement. The Agreement may not be modified, altered or amended except by written instrument duly executed by all the Parties.

11.5. Read and Understood: Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

Licensor: Dominion Voting Systems, Inc.		NCC Group, Inc.	
Signed by	_____	Signed by	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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Attachment A
Escrow Deposit Description

Licensor represents Licensor has deposited the following Escrow Deposit materials to NCC Group to fulfill the obligation in Section 1 of this Agreement:

Qualitative Description of Escrow Deposit Materials:

_____

_____

_____

**********(All media must be conspicuously labeled identifying the contents.)**********

The following optional items are recommended to be included in the Escrow Deposit. The suggestions below, however, are not to be construed as legal advice but may be helpful in compiling the deposit materials. Check where applicable:

☐ Copy of the fully commented source code for software
☐ Copy of the object code
☐ Detailed list of the maintenance tools and third-party software systems with contact information
☐ Compilation instructions, written or on video
☐ Description of the deposit including full name and version details, media type, backup command/software used, compression used, archive hardware and operating system details.
☐ Directory listings of the contents of the media
☐ Password/encryption details required to access the source code
☐ Detailed list of any necessary compilers with contact information and web site addresses.
☐ Copy of the License Agreement
☐ Help files in and editable format
☐ Function requirements document
☐ Technical Specifications
☐ Data Dictionary

Licensor: Dominion Voting Systems, Inc.

Signed by _____

Name _____

Title _____

Date _____

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Attachment B (Escrow Deposit Inventory List for SourceOne Agreement)

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	**[Agreement Number]**
Product Name:	**[Software Name]**
Date:	

Company Name:	**Dominion Voting Systems, Inc.**	**Technical Contact:**	
Address:	**717 – 17th Street, Suite 310 Denver, Colorado 80202**	**Signature:**	
		Position:	
Telephone No:		**Email Address:**	

Media Type (e.g. Disc, Tape etc.)	**Number of media items**	**Name of Software**	**Version/Release**

Hardcopy Documents (please supply details):	
Softcopy Documents (please give location on media, e.g. \docs\build):	
What Hardware was used to create the media deposit?	
What Operating System was used?	
What Backup Command/Software was used?	
What Software Compression has been used?	
What Encryption/Password Protection has been used?	
In what Development Language is the source code written?	
Approximate size of the data on the media in megabytes?	
Provide details of any third party software required to access/compile the material.	
Provide details of any additional build information.	

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.
If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: **Initial Deposit (First Deposit)** – Is this a complete deposit?
☐ **YES** ☐ **NO** **if NO, please indicate when the rest of the deposit will be sent** _____

SECTION 2: **Deposit Updates/Replacements** – Is the deposit a complete replacement of any of the previous deposits?
☐ **YES** ☐ **NO**
If **YES**, would you like the past deposit(s) to be:
☐ **RETAINED** ☐ **RETURNED** ☐ **DESTROYED** ***For returns and destroys**, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group
(Tick 'ALL' if all previous deposits): ☐ **All** ☐ **SPECIFIC DEPOSIT(S):**

Signature: of Recipient: **Date material received by NCC Group:**

Attachment B # _____

Deposit Materials to be forwarded by overnight courier to: NCC Group, Inc., Attn: Contracts Administration, 1731 Technology Drive, Suite 880, San Jose, CA 95110 – (408) 441-4660

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Attachment B (Escrow Deposit Form) **SourceOne Agreement 46286**

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	49840
Product Name:	ICP Escrow Deposit
Date:	July 19, 2012

Company Name:	Dominion Voting Systems, Inc.	**Technical Contact:**	Ian S. Piper
Address:	1201 – 18th Street, Suite 210 Denver, Colorado 80202	**Signature:**	
		Position:	Director of Certification
Telephone No:	(703) 244-3180	**Email Address:**	ian.piper@dominionvoting.com

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
DVD	1	ICP	4.6.4

Hardcopy Documents (please supply details):	None
Softcopy Documents (please give location on media, e.g. \docs\build):	\Documentation
What Hardware was used to create the media deposit?	PC Laptop with CD\DVD Burner
What Operating System was used?	Windows 7
What Backup Command/Software was used?	PGP Zip (Self Decrypting Executable File)
What Software Compression has been used?	PGP Zip (Self Decrypting Executable File)
What Encryption/Password Protection has been used?	PGP Zip (Self Decrypting Executable File)
In what Development Language is the source code written?	Please see documentation.
Approximate size of the data on the media in megabytes?	1510MB
Provide details of any third party software required to access/compile the material.	Please see Technical Data Package (TDP)*
Provide details of any additional build information.	Please see Technical Data Package (TDP)*

* TDP contains build documentation, details of any third party software necessary to access/compile the material, and any additional build information required (Note: Any required third party resources are included in escrow).

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.
If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: **Initial Deposit (First Deposit)** – Is this a complete deposit?
☒ **YES** ☐ **NO** **If NO, please indicate when the rest of the deposit will be sent** _____

SECTION 2: **Deposit Updates/Replacements** – Is the deposit a complete replacement of any of the previous deposits?
☐ **YES** ☐ **NO**

If **YES**, would you like the past deposit(s) to be:
☐ **RETAINED** ☐ **RETURNED** ☐ **DESTROYED** ***For returns and destroys**, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group

(Tick 'ALL' if all previous deposits): ☐ **All** ☐ **SPECIFIC DEPOSIT(S):**

Signature of Recipient: _____ **Date material received by NCC Group:** _____

Attachment B # _____

Deposit Materials to be forwarded by overnight courier to: NCC Group, Inc., Attn: Contracts Administration, 123 Mission Street, Suite 1020, San Francisco, CA 94105 – (408) 441-4660

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Attachment B (Escrow Deposit Form) **SourceOne Agreement 46286**

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	49842
Product Name:	ICC Escrow Deposit
Date:	July 19, 2012

Company Name:	Dominion Voting Systems, Inc.	**Technical Contact:**	Ian S. Piper
Address:	1201 – 18th Street, Suite 210 Denver, Colorado 80202	**Signature:**	
		Position:	Director of Certification
Telephone No:	(703) 244-3180	**Email Address:**	ian.piper@dominionvoting.com

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
CD	1	ICC	4.6.3

Hardcopy Documents (please supply details):	None
Softcopy Documents (please give location on media, e.g. \docs\build):	\Documentation
What Hardware was used to create the media deposit?	PC Laptop with CD\DVD Burner
What Operating System was used?	Windows 7
What Backup Command/Software was used?	PGP Zip (Self Decrypting Executable File)
What Software Compression has been used?	PGP Zip (Self Decrypting Executable File)
What Encryption/Password Protection has been used?	PGP Zip (Self Decrypting Executable File)
In what Development Language is the source code written?	Please see documentation.
Approximate size of the data on the media in megabytes?	190MB
Provide details of any third party software required to access/compile the material.	Please see Technical Data Package (TDP)*
Provide details of any additional build information.	Please see Technical Data Package (TDP)*

* TDP contains build documentation, details of any third party software necessary to access/compile the material, and any additional build information required (Note: Any required third party resources are included in escrow).

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.
If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: **Initial Deposit (First Deposit)** – Is this a complete deposit?
☒ **YES** ☐ **NO** **If NO, please indicate when the rest of the deposit will be sent** _____

SECTION 2: **Deposit Updates/Replacements** – Is the deposit a complete replacement of any of the previous deposits?
☐ **YES** ☐ **NO**
If **YES**, would you like the past deposit(s) to be:
☐ **RETAINED** ☐ **RETURNED** ☐ **DESTROYED** ***For returns and destroys**, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group
(Tick 'ALL' if all previous deposits): ☐ **All** ☐ **SPECIFIC DEPOSIT(S):**

Signature of Recipient: _____ **Date material received by NCC Group:** _____

Attachment B # _____

Deposit Materials to be forwarded by overnight courier to: NCC Group, Inc., Attn: Contracts Administration, 123 Mission Street, Suite 1020, San Francisco, CA 94105 – (408) 441-4660

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Attachment B (Escrow Deposit Form) **SourceOne Agreement 46286**

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	49836
Product Name:	EMS Escrow Deposit
Date:	July 19, 2012

Company Name:	Dominion Voting Systems, Inc.	**Technical Contact:**	Ian S. Piper
Address:	1201 – 18th Street, Suite 210 Denver, Colorado 80202	**Signature:**	
		Position:	Director of Certification
Telephone No:	(703) 244-3180	**Email Address:**	ian.piper@dominionvoting.com

Media Type (e.g. Disc, Tape etc.)	**Number of media items**	**Name of Software**	**Version/Release**
DVD	2	EMS	4.6.07

Hardcopy Documents (please supply details):	None
Softcopy Documents (please give location on media, e.g. \docs\build):	\Documentation
What Hardware was used to create the media deposit?	PC Laptop with CD\DVD Burner
What Operating System was used?	Windows 7
What Backup Command/Software was used?	7Zip (Install utility included on media)
What Software Compression has been used?	PGP Zip (Self Decrypting Executable File)
What Encryption/Password Protection has been used?	PGP Zip (Self Decrypting Executable File)
In what Development Language is the source code written?	Please see documentation.
Approximate size of the data on the media in megabytes?	8540MB
Provide details of any third party software required to access/compile the material.	Please see Technical Data Package (TDP)*
Provide details of any additional build information.	Please see Technical Data Package (TDP)*

* TDP contains build documentation, details of any third party software necessary to access/compile the material, and any additional build information required (Note: Any required third party resources are included in escrow).

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.
If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: **Initial Deposit (First Deposit)** – Is this a complete deposit?
☒ **YES** ☐ **NO** **If NO, please indicate when the rest of the deposit will be sent** _____

SECTION 2: **Deposit Updates/Replacements** – Is the deposit a complete replacement of any of the previous deposits?
☐ **YES** ☐ **NO**
If **YES**, would you like the past deposit(s) to be:
☐ **RETAINED** ☐ **RETURNED** ☐ **DESTROYED** ***For returns and destroys**, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group
(Tick 'ALL' if all previous deposits): ☐ **All** ☐ **SPECIFIC DEPOSIT(S):**

Signature: of Recipient **Date material received by NCC Group:**

Attachment B # _____

Deposit Materials to be forwarded by overnight courier to: NCC Group, Inc., Attn: Contracts Administration, 123 Mission Street, Suite 1020, San Francisco, CA 94105 – (408) 441-4660

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Attachment C
Data Sheet for Licensor

Notices to Licensor should be sent to:

Company Name	Dominion Voting Systems, Inc.
Address	717 – 17th Street, Suite 310
	Denver, Colorado 80202, USA
Contact	Ian S. Piper
Telephone	703.244.3180
Facsimile	303.389.9093
E-mail	ian.piper@dominionvoting.com

Invoices to Licensor should be sent to:

Company Name	Dominion Voting Systems, Inc.
Address	717 – 17th Street, Suite 310
	Denver, Colorado 80202, USA
Contact	Ian S. Piper
Telephone	703.244.3180
Facsimile	303.389.9093
E-mail	ian.piper@dominionvoting.com

All notices and communications to NCC Group should be sent to:

NCC Group, Inc.
1731 Technology Drive, Suite 880
San Jose, CA 95110
Telephone (408) 441-4660
Facsimile (408)441-4658
contracts-us@nccgroup.com

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Attachment D
Escrow Deposit Account Form

Deposit Account Number: _____

Licensor has entered into a SourceOne Agreement with NCC Group. Pursuant to that Agreement, Licensor shall deposit certain Escrow Deposit materials with NCC Group. The name of the initial Escrow Deposit Account will be the following:

☐ (check) Initial Escrow Deposit Account Name: _____

Should Licensor desire that new Escrow Deposit materials be stored and maintained separately from the initial deposit account, Licensor shall execute an additional Attachment D and check the below line item, "Additional Escrow Deposit Account". NCC Group will establish a separate Escrow Deposit account for the new Escrow Deposit materials.

☐ (check) Additional Escrow Deposit Account Name: _____

The terms and conditions of the existing SourceOne agreement will govern the Escrow Deposit accounts of the SourceOne agreement. Termination or expiration of an Escrow Deposit Account will only affect the specific Escrow Deposit Account number identified in the termination request from Licensor.

Licensor Dominion Voting Systems, Inc.		NCC Group, Inc.	
Signed by	_____	Signed by	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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Attachment E
Licensee Enrollment Form

Licensor and NCC Group hereby acknowledge that _____ is the Licensee referred to in the SourceOne Agreement effective _____20__ with _____ as the Licensor and NCC Group as the escrow agent. Licensor hereby declares Licensee's enrollment to the SourceOne Agreement dated _____ between the Licensor and NCC Group.

Licensor hereby enrolls Licensee to the following Escrow Deposit account(s):

Escrow Deposit Account Name:	Escrow Deposit Account Number:
_____	_____
_____	_____
_____	_____

Notices to Licensee should be sent to:

Company: _____
Address: _____
_____
Name: _____
Telephone: _____
Fax: _____
E-mail: _____

Licensor	Dominion Voting Systems, Inc.	NCC Group, Inc.	
Signed by	_____	Signed by	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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Attachment E
Licensee Enrollment Form

Licensor and NCC Group hereby acknowledge that Cook County Clerk is the Licensee referred to in the SourceOne Agreement effective March 9, 2018 with Dominion Voting Systems, Inc. as the Licensor and NCC Group as the escrow agent. Licensor hereby declares Licensee's enrollment to the SourceOne Agreement (#46286) dated November 4, 2010 between the Licensor and NCC Group.

Licensor hereby enrolls Licensee to the following Escrow Deposit account(s):

Escrow Deposit Account Name:	Escrow Deposit Account Number:
D-Suite EMS	49836
ICC	49842
ICP	49840

Notices to Licensee should be sent to:

Company:	Cook County Clerk
Address:	69 W. Washington, Suite 500
Address:	Chicago, Il 60602
Name:	David Orr
Telephone:	(312) 603-5656
Fax:	N/A
E-mail:	D.Orr@cookcountyil.gov

Licensor	Dominion Voting Systems, Inc.	NCC Group, Inc.	
Signed by	_____	Signed by	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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Attachment F
SourceOne Licensee Release Request Form

Licensee Client Number: _____

Licensee and NCC Group hereby acknowledge that _____ is the Licensee referred to in the SourceOne Agreement with Dominion Voting Systems, Inc. as the Licensor and NCC Group as the escrow agent dated _____. Licensee hereby acknowledges having had said agreement at its disposal and agrees to be bound by the terms and conditions of said agreement and accepts the role of Licensee as referred to in this SourceOne Agreement. In addition, all terms and conditions set forth in this Attachment F to the SourceOne Agreement are supplemental to the terms and conditions of the SourceOne Agreement and are binding upon NCC Group and the Licensee signatory below.

Supplemental terms and conditions:

Liability - Except where prohibited by law, Licensee agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of the Licensee's acts or directions to NCC Group pursuant to the terms of this Agreement, provided that Licensee shall not be liable for that portion of any such indemnification amount resulting from NCC Group's negligence or intentional misconduct. In addition, Licensee's indemnity obligation shall be secondary to any NCC Group indemnity provided by Licensor, as appropriate.

[The remainder of this page is left intentionally blank]

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[Attachment F - continued]

Release Request Fee – Licensee agrees to pay to a $500 release request fee. NCC Group will require payment of this fee prior to sending any notification to Licensor that Licensee has requested a release of the Escrow Deposit.

Notices to Licensee should be sent to:

Company: _____
Address: _____
_____
_____

Name: _____
Title: _____
Telephone: _____
Fax: _____
E-mail: _____

Invoices to Licensee should be sent to:

Company: _____
Address: _____
_____
_____

Name: _____
Title: _____
Telephone: _____
Fax: _____
E-mail: _____
P.O. #: _____

Licensee _____

Signed by _____

Printed Name _____

Title _____

Date _____

NCC Group, Inc.

Signed by _____

Printed Name _____

Title _____

Date _____

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EXHIBIT 6

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2018

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 HUB International HKMB Limited 595 Bay Street, Ste 900 Toronto, ON M5G 2E3	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 416-597-0008 **FAX (A/C, No):** 416-597-2313 **E-MAIL ADDRESS:**
INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc., and Dominion Intermediate Holdings Inc. and its direct and indirect subsidiaries 1801 Lawrence St., Ste 210 Denver, CO 80202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** National Fire Insurance Company of Hartford — 20478 **INSURER C :** Valley Forge Insurance Company — 20508 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** PZPJNPX8 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		6014959568	08/31/2018	08/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			MPR2881217	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Damage to Hired Autos	$ 2,000,000 $ $ $ $ 75,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			6049932302	08/31/2018	08/31/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC6014959571- WC6014967721 (California)	08/31/2018	08/31/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			MPR2881217	08/31/2018	08/31/2019	Aggregate Limit of Liability Tech. Liab. - Per Claim Tech. Liab. – Aggregate	$ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Limits in USD unless stated otherwise.

1. Cook County, its officials, employees and agents are added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured.

2. All policies are Primary and Non-contributory.

3. Cross Liability/Severability of Interest are included under the Commercial General Liability policy.

CERTIFICATE HOLDER

Cook County
118 N. Clark Street
Chicago, IL 60602

CANCELLATION

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

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER HUB International HKMB Limited	INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc., and Dominion Intermediate Holdings Inc. and its direct and indirect subsidiaries
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/29/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Crime Insurance:
Insurer: Chubb Insurance Company of Canada
Policy Number: 82241533
Policy Period: August 31, 2018 to August 31, 2019
Limit: $1,000,000 CAD

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CERTIFICATE NUMBER: PZPJNPX8

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER HUB International HKMB Limited	INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc., and Dominion Intermediate Holdings Inc. and its direct and indirect subsidiaries
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/29/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Policy: Cyber Liability
Insurer: Continental Casualty Company
Policy Number:IRP 2346553
Effective Date: 8/31/2018
Expiry Date: 8/31/2019

Enterprise Liability Coverages:
Media Liability Limit: $5,000,000
Network Security Limit: $5,000,000
Privacy Injury Liability Limit: $5,000,000
Privacy Regulation Proceeding Limit: $5,000,000
Privacy Regulation Fines Limit: $5,000,000

Reimbursement Coverages:
Privacy Event Expense Limit: $5,000,000
Extortion Demand Limit: $5,000,000
Privacy Regulation Investigation Limit: $250,000
Crisis Response Limit: $250,000

First Party Insuring Agreements:
Business Interruption Coverage and Extra Expense Limit: $5,000,000, 12 Hour Waiting Period, $25,000 Each network Impairment

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CERTIFICATE NUMBER: PZPJNPX8

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER HUB International HKMB Limited	INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc., and Dominion Intermediate Holdings Inc. and its direct and indirect subsidiaries
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/29/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

STATES COVERED
AL,AZ,AR,CA,CO,FL,IL,IN,MI,NE,NV,NH,NJ,NM,NY,NC,OH,PA,TN,TX,VA,WA and;
Employer's Liability for the monopolistic states of ND, OH, WA, and WY

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CERTIFICATE NUMBER: PZPJNPX8

EXHIBIT 7

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 ● Chicago, Illinois 60602 ● (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

DENNIS DEER
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

February 27, 2018

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1718-16167
Election Equipment
Cook County Clerk's Office

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% (MBE/WBE) participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez

Jacqueline Gomez
Contract Compliance Director
JG/smp

cc: Richard Sanchez, OCPO
Jourdan Sorrell, CCCO

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☒ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Election Works, Inc.

Address: 0S096 Catlin Square, Geneva, IL 60134

E-mail: shed@electionworks.com

Contact Person: Sandra Hed Phone: 630-232-4030

Dollar Amount Participation: $ $3,832,056

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Election Works, Inc.

Certifying Agency: Cook County Government

Contact Person: Sandra Hed

Certification Expiration Date: 11-18-2020

Address: 0S096 Catlin Square

Ethnicity: WBE

City/State: Geneva, IL Zip: 60134

Bid/Proposal/Contract #: RFP# 1718-16167

Phone: 630-232-4030 Fax: 630-232-4032

FEIN #: 36-3867336

Email: shed@electionworks.com

Participation: [x] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Manufacture and supply Voting Supply Carriers

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

$3,832,056

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Sandra Hed	
Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Sandra Hed	John Parker
Print Name	Print Name
Election Works, Inc.	Dominion Voting Systems, Inc.
Firm Name	Firm Name
June 30, 2017	6/22/2017
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 30 day of June, 2017	this 22 day of June, 2017
Notary Public Peggy Montgomery	Notary Public Komal Pria Ingrum

PEGGY L. MONTGOMERY SEAL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
May 01, 2018

KOMAL PRIA INGRUM SEAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124040476
MY COMMISSION EXPIRES JUNE 28, 2020

Revised: 1/29/14

DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

ONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

DENNIS DEER
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO JR.
8th District

PETER N. SILVESTRI
9th District

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10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

December 29, 2017

Ms. Sandra Hed, President/Owner
Election Works Inc.
0s096 Catlin Square
Geneva, IL 60134

Annual Certification Expires: December 29, 2018

Dear Ms. Hed:

Congratulations on your continued eligibility for Certification as a **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **December 29, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit" within sixty (60) business days prior** to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification **within fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Distributor: Election Equipment and Assembly; Related Supplies and Services

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ek

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract	Type	Goals
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 0% MBE and 0% WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the

work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in

attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 8

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

Contract #: RFP#1718-16167

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: RFP#1718-16167	Date: 2/13/2018
Total Bid or Proposal Amount: $3,832,056	Contract Title: Election Equipment
Contractor: Dominion Voting Systems, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Election Works, Inc.
Authorized Contact for Contractor: Waldeep Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sandra Hed
Email Address (Contractor): waldeep.singh@dominionvoting.com	Email Address (Subcontractor): shed@electionworks.com
Company Address (Contractor): 1201 18th Street, Suite 210	Company Address (Subcontractor): 0S096 Catlin Square
City, State and Zip (Contractor): Denver, CO 80202	City, State and Zip (Subcontractor): Geneva, IL 60134
Telephone and Fax (Contractor): 1-866-654-8683	Telephone and Fax (Subcontractor): (o) 630-232-4030/ (F) 630-232-4032
Estimated Start and Completion Dates (Contractor): Summer 2018-Winter 2019	Estimated Start and Completion Dates (Subcontractor): 14-16 weeks after final design approval

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Manufacture Voting Supply Carriers	$3,832,056

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Dominion Voting Systems, Inc.
Contractor

John Poulos
Name

President & CEO
Title

Prime Contractor Signature

2/13/2018
Date

EXHIBIT 9

BOARD AUTHORIZATION

Board of Commissioners of Cook County

Legislation Details (With Text)

File #:	18-2409	**Version:** 2	**Name:**	Dominion Voting Systems, Inc., Denver, Colorado
Type:	Contract		**Status:**	Approved
File created:	2/26/2018		**In control:**	Board of Commissioners
On agenda:	9/26/2018		**Final action:**	9/26/2018
Title:	PROPOSED CONTRACT			

Department(s): County Clerk

Vendor: Dominion Voting Systems, Inc., Denver, Colorado

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Election Equipment

Contract Value: $30,999,891.00

Contract period: 10/1/2018 - 9/30/2028 with two (2) one-year renewal options.

Potential Fiscal Year Budget Impact: FY 2018, $11,539,892.00 FY 2019 $10,347,599.00, FY 2020 $1,139,050.00, FY 2021 $996,668.75, FY 2022 $996,668.75, FY 2023 $996,668.75, FY 2024 $996,668.75, FY 2025 $996,668.75, FY 2026 $996,668.75
996,668.75, FY 2027 $996,668.75, FY 2028 $996,668.75

Accounts: 11569-560155 (Institutional Supplies)

Contract Number(s): 1718-16167

Concurrences:
The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: This contract will provide new election equipment and ongoing support and maintenance for the next ten (10) years.

Dominion Voting Systems. Inc. has demonstrated the specialized skills to provide new Election Equipment for the County Clerk to conduct elections in Cook County for approximately 1,600 precincts on any Countywide Election Day.

Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. Dominion Voting Systems, Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: DAVID ORR, County Clerk

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

9/26/2018	2	Board of Commissioners	approve	Pass
9/12/2018	2	Board of Commissioners	withdraw	
3/14/2018	2	Board of Commissioners	withdraw	

PROPOSED CONTRACT

Department(s): County Clerk

Vendor: Dominion Voting Systems, Inc., Denver, Colorado

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Election Equipment

Contract Value: $30,999,891.00

Contract period: 10/1/2018 - 9/30/2028 with two (2) one-year renewal options.

Potential Fiscal Year Budget Impact: FY 2018, $11,539,892.00 FY 2019 $10,347,599.00, FY 2020 $1,139,050.00, FY 2021 $996,668.75, FY 2022 $996,668.75, FY 2023 $996,668.75, FY 2024 $996,668.75, FY 2025 $996,668.75, FY 2026 $996,668.75
996,668.75, FY 2027 $996,668.75, FY 2028 $996,668.75

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Concurrences:
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Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. Dominion Voting Systems, Inc. was selected based on established evaluation criteria.

EXHIBIT 10

ECONOMIC DISCLOSURE STATEMENT

CONTRACT #:

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1 – 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

CONTRACT #:

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CONTRACT #: 1718-16167

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information containted in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✔] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✔] Original Statement or [ ] Amended Statement

Identifying Information:

Name Dominion Voting Systems, Inc.

D/B/A: _____ FEIN # Only: 27-0565149

Street Address: 1201 18th Street, Suite 210

City: Denver State: CO Zip Code: 80202

Phone No.: 866-654-8683 Fax Number: 303-291-3909 Email: contracts@dominionvoting.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
US Dominion, Inc.,	1201 18th St., Suite 210 Denver, CO 80202	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
John Poulos	1201 18th St, Ste 210, Denver, CO 80202	President, Treasurer, Secretary	7/7/2009-present

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #: 1718-16167

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John Poulos
Name of Authorized Applicant/Holder Representative (please print or type)

President & CEO
Title

Signature

July 16 2018
Date

contracts@dominionvoting.com
E-mail address

866-654-8683
Phone Number

Subscribed to and sworn before me
this 16 day of July, 2018

My commission expires: Unlimited. No Expiration. NO ILA PROVIDED. Identification Confirmed.

X
Notary Public Signature

Notary Seal

Vinh The Tran, Esq.
Barrister & Solicitor, Attorney-at-Law, Notary Public, Commissioner of Oaths/Affidavits etc., LSUC# 57761C
188-639 Dupont Street, Toronto, Ontario, Canada M6G1Z4
www.ONeLAW.ca www.HouseCallNotary.ca
E-mail: vinhtranlaw@hotmail.com T. 647-209-7389

U.S. CONSULATE GENERAL
TORONTO REGISTERED
AUTHENTICATION AGENT

U.S. CONSULATE GENERAL
TORONTO REGISTERED
LEGALIZATION NOTARY

CONTRACT #: 1718-16167

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information containted in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [✔] Stock/Beneficial Interest Holder

This Statement is an: [✔] Original Statement or [ ] Amended Statement

Identifying Information:

Name US Dominion, Inc.

D/B/A: _____ FEIN # Only: 27-0565149

Street Address: 1201 18th Street, Suite 210

City: Denver State: CO Zip Code: 80202

Phone No.: 866-654-8683 Fax Number: 303-291-3909 Email: contracts@dominionvoting.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Staple Street Capital -	1290 Avenue of the Americas, 10th Floor, New York, NY 10104	- 75.2%
John Poulos -	215 Spadina Avenue, Suite 200 TORONTO, ON M5T 2C7	- 12.4%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Hootan Yaghoobzadeh -	1290 Avenue of the Americas, 10th Floor, New York, NY 10104	- Managing Director	- N/A
Stephen D. Owens -	1290 Avenue of the Americas, 10th Floor, New York, NY 10104	- Managing Director	- N/A
for Staple Street Capital			

Declaration (check the applicable box):

☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☑ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #: 1718-16167

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John Poulos
Name of Authorized Applicant/Holder Representative (please print or type)

President & CEO
Title

Signature

July 16 2018
Date

contracts@dominionvoting.com
E-mail address

866-654-8683
Phone Number

Subscribed to and sworn before me
this 16 day of July 2018.

My commission expires:
Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

X
Notary Public Signature

Notary Seal

Vinh The Tran, Esq.
Barrister & Solicitor, Attorney-at-Law, Notary Public,
Commissioner of Oaths/Affidavits etc., LSUC# 57761C
188-639 Dupont Street, Toronto, Ontario, Canada M6G1Z4
www.ONeLAW.ca www.HouseCallNotary.ca
E-mail: vinhtranlaw@hotmail.com T. 647-209-7389

U.S. CONSULATE GENERAL
TORONTO REGISTERED
AUTHENTICATION AGENT

U.S. CONSULATE GENERAL
TORONTO REGISTERED
LEGALIZATION NOTARY

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Dominion Voting Systems, Inc.

Address of Person Doing Business with the County: 1201 18th St., Suite 210, Denver CO 80202

Phone number of Person Doing Business with the County: 866-654-8683

Email address of Person Doing Business with the County: contracts@dominionvoting.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
John Poulos, President & CEO

1201 18th St., Suite 210, Denver CO 80202 - 866-654-8683

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1718-16167

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 30,916,821

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Richard Sanchez, Contract Negotiator

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jourdan Sorrell, Deputy Clerk of the Board
312-603-7689

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

August 27, 2018
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1718-16167

County Using Agency (requesting Procurement): County Clerk's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Dominion Voting Systems, Inc.

Substantial Owner Complete Name: US Dominion, Inc.

FEIN# 83-1034197

Date of Birth: _____ E-mail address: _____

Street Address: 1201 18th Street, Suite 210

City: Denver State: CO Zip: 80202

Home Phone: ( ) _____ - _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., ***YES or NO***

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., ***YES or NO***

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., ***YES or NO***

Employee Classification Act, 820 ILCS 185/1 et seq., **YES or NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., ***YES or NO***

Any comparable state statute or regulation of any state, which governs the payment of wages ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO x

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO x

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO x

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO x

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: July 16 2018

Name of Person signing (Print): John Poulos Title: President & CEO

Subscribed and sworn to before me this 16 day of July, 2018

X _____ _____
Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

Vinh The Tran, Esq.
Barrister & Solicitor, Attorney-at-Law, Notary Public, Commissioner of Oaths/Affidavits etc., LSUC# 57761C
188-639 Dupont Street, Toronto, Ontario, Canada M6G1Z4
www.ONeLAW.ca www.HouseCallNotary.ca
E-mail: vinhtranlaw@hotmail.com T. 647-209-7389

U.S. CONSULATE GENERAL
TORONTO REGISTERED
LEGALIZATION NOTARY

U.S. CONSULATE GENERAL
TORONTO REGISTERED
AUTHENTICATION AGENT

Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Dominion Voting Systems, Inc.
Corporation's Name

President's Printed Name and Signature

866-654-8683
Telephone

John Poulos
Email

contracts@dominionvoting.com

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
27 day of Aug, 2018

My commission expires: Unlimited. No Expiration. NO ILA PROVIDED. Identification Confirmed.

Notary Public Signature

Notary Seal

Vinh The Tran, Esq.
Barrister & Solicitor, Attorney-at-Law, Notary Public, Commissioner of Oaths/Affidavits etc., LSUC# 57761C
188-639 Dupont Street, Toronto, Ontario, Canada M6G1Z4
www.ONeLAW.ca www.HouseCallNotary.ca
E-mail: vinhtranlaw@hotmail.com T. 647-209-7389

U.S. CONSULATE GENERAL TORONTO REGISTERED AUTHENTICATION AGENT

U.S. CONSULATE GENERAL TORONTO REGISTERED LEGALIZATION NOTARY

CONTRACT NO. 1718-16167

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

/ INTERIM COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF SEPTEMBER, 2018

APPROVED AS TO FORM:

ASSISTANT STATES ATTORNEY
(Required on contracts over $1,000,000.00)

CONTRACT TERM & AMOUNT

1718-16167
CONTRACT #

October 1, 2018 through September 30, 2028 — Two (2) one-year renewal options
ORIGINAL CONTRACT TERM — RENEWAL OPTIONS (If Applicable)

$30,999,891.00
CONTRACT AMOUNT

September 26, 2018
COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 26 2018