

File No. 190192

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date March 6, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Linda Wong

Date March 1, 2019

Completed by: Linda Wong

Date _____

1 [Contract Approval - Retroactive - Dominion Voting Systems, Inc. - Voting System - Not to
2 Exceed \$12,660,000]

3 **Resolution retroactively approving a contract agreement between the City and County**
4 **of San Francisco, by and through its Department of Elections, and Dominion Voting**
5 **Systems, Inc., for the lease of a voting system, a license to use the voting system**
6 **software, and related maintenance and support services, for four years for a contract**
7 **term from January 1, 2019, through March 31, 2023, in an amount not to exceed**
8 **\$8,460,000 and with two one-year options to extend, in a total contract amount not to**
9 **exceed \$12,660,000.**

10
11 WHEREAS, On February 1, 2018, the Department of Elections issued a Request for
12 Proposals ("RFP") seeking bids to lease a new voting system, including voting equipment and
13 services, to collect, count, tabulate and report votes for all elections held in the City and
14 County of San Francisco; and

15 WHEREAS, Dominion Voting Systems, Inc. ("Dominion") was the sole qualified bidder
16 that responded to the RFP; and

17 WHEREAS, The Department of Elections completed negotiations and reached
18 agreement with Dominion, on the terms of a proposed contract (the "Agreement"), with a term
19 of four years from January 1, 2019, through March 31, 2023, with the option for the City to
20 renew two times for one year each renewal; and

21 WHEREAS, The total amount of the Agreement for the initial four-year term shall not
22 exceed \$8,460,000, and the total amount of the Agreement if the City exercises the two one-
23 year options shall not exceed \$12,660,000; and

24 WHEREAS, The Agreement is on file with the Clerk of the Board of Supervisors in File
25

1 No. 190192 and is hereby declared to be a part of this resolution as if set forth fully herein;
2 and

3 WHEREAS, The Agreement requires Dominion to provide a voting system with the
4 capability to accommodate ranked-choice voting, with rankings equal to the number of
5 candidates in a contest, as required under Charter Section 13.102, and have the capability of
6 ranking no less than ten candidates; and

7 WHEREAS, The City and County of San Francisco, through its Department of
8 Technology and with the assistance of the Department of Elections, is currently moving
9 towards the development of an open source voting system, and aspires to complete the
10 development of that system by the time this Agreement has concluded; and

11 WHEREAS, Consistent with the City's movement towards open source voting, the
12 Agreement requires Dominion to assist the Department of Elections with incorporating the
13 third-party open source post-election risk-limiting auditing (RLA) system implemented in
14 Denver, Colorado, into Dominion's voting system; and

15 WHEREAS, Consistent with the goal of holding transparent elections, the voting
16 system provided for in the Agreement will: 1) capture images of all cast ballots; 2) append to
17 every image of cast ballots an explanation of how the voting system interpreted each vote-
18 marking; 3) create transaction logs of all actions associated with the system's operation; 4)
19 provide all of the foregoing to the Department of Elections in a format where it can posted
20 online for public viewing; and 5) contain a Ballot Audit and Review Module, which will allow
21 members of the public to search ballot images for votes cast for specific candidates and
22 measures and tally those votes using the Module to compare to the Department of Elections'
23 posted election results; and

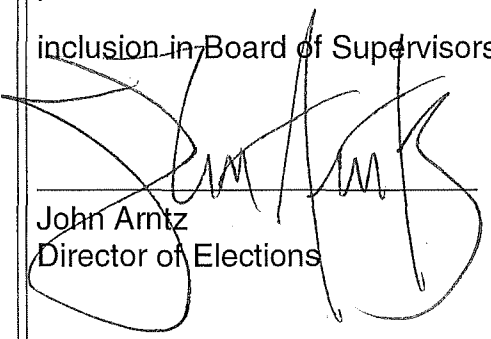
24 WHEREAS, The Agreement requires Dominion to meet with the Department of
25 Elections' Voting Accessibility Advisory Committee (VAAC), as well as VAACs from

1 neighboring Bay Area counties, to obtain input on possible improvements regarding the
2 accessibility and usability of the voting system; and Dominion must specifically respond in
3 writing to each proposed improvement, explaining whether and when it will be implemented;
4 now, therefore, be it

5 RESOLVED, That in accordance with Charter section 9.118(b), the Board of
6 Supervisors hereby approves the Agreement with Dominion Voting Systems, Inc. on the terms
7 and conditions of the Agreement on file with the Clerk of the Board of Supervisors in File No.
8 190192; and be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
10 Elections to enter into any amendments or modifications to the contract, prior to its final
11 execution by all parties, that the Department determines, in consultation with the City
12 Attorney, are in the best interests of the City, do not otherwise materially increase the
13 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
14 the contract, and are in compliance with all applicable laws; and, be it

15 FURTHER RESOLVED, That within 30 days of the contract being fully executed by all
16 parties, the Director of Elections shall provide the final contract to the Clerk of the Board for
17 inclusion in Board of Supervisors File No. 190192.

18 
19 _____
20 John Arntz
21 Director of Elections

22 n:\ethics\as2019\1800666\01338203.docx

<p>Item 10 File 19-0192</p>	<p>Department: Department of Elections (DOE)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would retroactively approve a voting system contract between the Department of Elections and Dominion for a term of four years and three months, from January 2019 through March 2023, and an amount not to exceed \$8,460,000. The contract provides for two one-year options to extend through March 2025, for a total not to exceed \$12,660,000. According to the Department of Elections, the contract is retroactive because the Department and Dominion completed negotiations in January 2019 and the resolution to approve the contract is dated February 2019. However, Dominion’s services will not begin until closer to the November 2019 election. The Department has not incurred any expenses under the contract. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The Department of Elections selected Dominion following a competitive a Request for Proposals (RFP) in February 2018 to lease a new voting system, including voting equipment and services, to collect, count, tabulate and report votes for all City elections. Dominion, which has been the City’s voting system provider since 2008, was the only qualified proposer that responded to the RFP. Three firms that offer complete voting systems meet the California Secretary of State’s voting system requirements. Of these firms, only two – Sequoia Voting Systems (acquired by Dominion in June 2010) and Election System & Software – offer rank choice voting. • The new system would accommodate ranked-choice voting, increasing the number of possible candidates voters may select from three to ten. The new system would capture images of each ballot that the Department will post on its website, allowing members of the public to view the ballots online and double check the official posted tallies. The digital images the new system creates of voted ballots will facilitate the City implementing Post-Election Risk Limited Audits. • The City is developing an open-source voting system for implementation at the end of the term of the contract. The two one-year options to extend provide flexibility in case the system is not completed in time within four years. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The contract authorized by the proposed resolution would cost the City an amount not to exceed \$8,460,000 over the initial term of four years and three months. If the two one-year options are exercised, the cost would increase by \$4,200,000, for a total not to exceed \$12,660,000. Sufficient funding is provided in the Department of Elections FY 2018-19 budget. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In February 2018, the Department of Elections issued a Request for Proposals (RFP) to lease a new voting system, including voting equipment and services, to collect, count, tabulate, and report votes for all City elections. Dominion Voting Systems, Inc. (Dominion), which has been the voting system provider since 2008, was the only qualified proposer that responded to the RFP. According to Mr. John Arntz, Department of Elections Director, Dominion has provided high quality service throughout its tenure as voting systems provider. The Department of Elections and Dominion have negotiated and agreed on a contract for the new system.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve a voting system contract between the Department of Elections and Dominion for a term of four years and three months, from January 2019 through March 2023, and an amount not to exceed \$8,460,000. The contract provides for two one-year options to extend through March 2025, for a total not to exceed \$12,660,000. Under the contract, Dominion would provide the lease of a voting system, a license to use the voting system software, maintenance, and support services.

According to Mr. Arntz, the contract is retroactive because the Department and Dominion completed negotiations in January 2019 and the resolution to approve the contract is dated February 2019. However, Dominion's services will not begin until closer to the November 2019 election. The Department of Elections has not incurred any expenses under the contract.

The voting system would be able to accommodate ranked-choice voting. Voters would be able to select up to 10 candidates per contest, compared with three selections allowed under the previous voting system. To promote transparency in elections, the new system would capture images of all ballots with the system's interpretation of each vote marking. Auditors and members of the public would be able to review ballot images posted online and double check the posted vote tallies. The digital images the new system creates of voted ballots will facilitate the City implementing Post-Election Risk Limited Audits.

Sole Respondent to RFP

As noted above, Dominion was the only qualified proposer to the RFP. According to Mr. Arntz, the Department notified all voting system vendors whose systems are the Secretary of State has approved for use in California. According to Mr. Arntz, three firms that offer complete

voting systems meet the California Secretary of State’s voting system requirements.¹ Of these firms, only two – Sequoia Voting Systems (Sequoia) and Election System & Software – offer rank choice voting. Sequoia was acquired by Dominion in June 2010.²

The Department of Elections is working with the Department of Technology to develop an open source voting system. The City seeks to complete the system by the time the Dominion contract expires in March 2023. According to Mr. Arntz, the two option years in the contract provide flexibility in case the open source system is not ready by that time.

FISCAL IMPACT

The contract approved by the proposed resolution would cost the City an amount not to exceed \$8,460,000 over the initial four year and three month term. If the two option years are exercised, the department would incur an additional cost of \$4,200,000, for a total not to exceed \$12,660,000. The annual payments to Dominion are shown in Table 1 below.

Table 1: Annual Payments from Department of Elections to Dominion

Year	Amount
Year 1 – 2019	\$2,160,000
Year 2 – 2020	2,100,000
Year 3 – 2021	2,100,000
Year 4 – 2022	2,100,000
<i>Subtotal – Initial Four-Year Term</i>	<i>\$8,460,000</i>
Option Year 1 – 2023	\$2,100,000
Option Year 2 – 2024	2,100,000
<i>Subtotal – Two Option Years</i>	<i>\$4,200,000</i>
Total	\$12,660,000

The contract budget is fixed in each of the initial four years, although the number of elections varies in each year: November 2019, March 2020, November 2020, March 2022, and November 2022. According to Mr. Arntz, the contract is funded by the General Fund and is included in the Department of Elections FY 2018-19 budget.

RECOMMENDATION

Approve the proposed resolution.

¹ The Secretary of State’s Office of Voting Systems Technology Assessment examines, tests, and certifies voting systems. All direct recording electronic voting machines must have an accessible voter-verified paper audit trail. The vendors certified by the Secretary of State are: Dominion, Election Systems & Software, and, Hart InterCivic). According to the Secretary of State’s website, Sequoia Voting Systems (which is owned by Dominion) and Election System & Software offer ranked-choice voting.

² The Department of Elections originally entered into a contract with Sequoia in 2007. The contract was transferred to Dominion in 2010 when Dominion acquired Sequoia. The contract between the Department of Elections and Dominion expired in December 2018.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Dominion Voting Systems, Inc.**

This Agreement is made this 30th day of January, 2019, in the City and County of San Francisco (“City”), State of California, by and between Dominion Voting Systems, Inc., 1201 18th Street, Suite 210, Denver, Colorado, 80202 (“Contractor”) and City.

Recitals

WHEREAS, the Department of Elections (“Department”) will lease Contractor’s voting system, obtain a license for the use of the voting system software, and receive related maintenance and support services; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”), REG RFP #2018-01 issued on February 1, 2018, in which City selected Contractor as the sole qualified bidder; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, the City’s Civil Service Commission approved Contract number 48420-17/18 on February 5, 2018;

WHEREAS, this Agreement is subject to the approval of the Board of Supervisors under Charter Section 9.118; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the Department of Elections.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" means Dominion Voting Systems, Inc., 1201 18th Street, Suite 210, Denver, Colorado, 80202.

1.5 "Critical Milestone" means those critical delivery and implementation milestones specifically identified in Table A of Appendix C (Milestones).

1.6 "Deliverables" means those items of Hardware, Software or Firmware described and identified in Appendix A (Statement of Work) and Appendix D (Equipment List).

1.7 "Documentation" means the materials identified as "Documentation" in Appendix F (Implementation and Training Schedule), the Use Procedures approved by the California Secretary of State, and Appendix A (Statement of Work).

1.8 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.9 "Election Day" means any date on which the Department must conduct a general or special municipal, State or federal election for San Francisco voters.

1.10 "Election Period" means the period commencing 120 days before an Election Day and ending upon certification of the election results by the Department of Elections.

1.11 "Error, Defect or Malfunction" means failure of the Hardware, Software or Firmware to operate in accordance with the Documentation furnished by Contractor for the System.

1.12 "Firmware" means software, other than Software, embedded in Hardware.

1.13 "Hardware" means the equipment identified in Appendix D (Equipment List).

1.14 "Mandatory City Requirements" means those City laws set forth in the San Francisco Charter and Municipal Code, including implementing rules, regulations, and guidelines that impose specific duties and obligations upon Contractor.

1.15 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.16 "Services" means the work performed by Contractor under this Agreement as specifically described and identified in Appendix A (Statement of Work), Appendix C (Milestones), Appendix F (Implementation and Training Schedule), and Appendix G (Trainings), including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.17 "Software" means the items of software identified in Appendix A (Statement of Work) and any Upgrades to the Software to the extent installed and used in the System, in object code form.

1.18 "Source Code" means the text of the Software that is written in language that may be read and understood by humans is compilable by software to be understood and used by a computer.

1.19 "System" means the integrated system consisting of all Hardware, Software, and Firmware identified in Appendix A (Statement of Work) and Appendix D (Equipment List).

1.20 “System Requirements” means applicable local, State and federal law regarding elections, and decisions of a court of competent jurisdiction and official opinions of a governmental body or agency having jurisdiction over election matters interpreting such laws, as in effect on the Agreement’s Effective Date, including without limitation, ranked-choice voting as required by San Francisco Charter Section 13.102, and the provision of a computer record indicating the number of ballots cast for each candidate and for and against each ballot measure at each precinct required by San Francisco Charter Section 13.107.5.

1.21 “Upgrade” means a change to the Software or Firmware which is (i) for the purpose of enhancing the performance of, or correcting an Error, Defect or Malfunction in, the Software or Firmware, or (ii) generally provided by Contractor to Contractor’s software maintenance customers.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) January 1, 2019; or (ii) the Effective Date and expire on March 31, 2023, unless earlier terminated as otherwise provided herein.

2.2 The City has two (2) options to renew this Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized Emergency per San Francisco Charter Section 3.100 or applicable Code, no City representative is authorized to offer or promise, nor is the City

required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City according to the schedule set forth in Appendix B (Payment Schedule). Compensation shall be made for Services identified in the invoice that the Director of Elections, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$8,460,000 (eight million, four hundred and sixty thousand dollars) for the initial term provided under Section 2.1, or \$12,660,000 (twelve million, six hundred and sixty thousand dollars) if the Department exercises the two one-year options provided under Section 2.2. The breakdown of charges associated with this Agreement appears in Appendix B (Payment Schedule), attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department of Elections approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the responsibility of Contractor to conform to the requirements of this Agreement.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System.)**

3.3.6 **Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every

business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code Section 21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved. (Payment of Prevailing Wages.)

Article 4 Services and Resources

4.1 Contractor's Obligation to Perform. Contractor agrees to perform: the Services provided for in Appendix A (Statement of Work), Appendix F (Implementation and Training Schedule), and Appendix G (Trainings); meet the Critical and Project Milestones identified in Appendix C (Milestones); lease the Hardware as set forth in Section 4.1.5 and identified in Appendix D (Equipment List); and grant City the licenses and warranties as specified under Section 4.1.2, Section 4.1.3, and Appendix D (Firmware/Software License and System

Warranties). Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for Services beyond the scope of this Article 4 and Appendices A-G, unless they are modified as provided in Section 11.5, "Modification of this Agreement." Such Services shall include the following, in addition to those identified in the attached Appendices:

4.1.1. Delivery, Installation, and Operation of System. Contractor shall deliver and install the System. The System as delivered and installed by Contractor shall perform all functions and services described in Appendix A (Statement of Work), and Contractor shall perform the Services described in Appendix A (Statement of Work), Appendix C (Milestones), Appendix F (Implementation and Training Schedule), and Appendix G (Trainings), on the terms and prices stated in Appendix B (Payment Schedule). The System shall be able to collect, record, count, tabulate and report votes cast in accordance with System Requirements, Appendix A (Statement of Work), and Documentation provided by Contractor to City. But the Contractor will not be required to make modifications to any Hardware as a result of changes in the System Requirements after the Agreement's Effective Date. The Parties may enter into good faith negotiations to amend the Agreement to cover any new Hardware, Software, Firmware or Services necessary to meet any new legal standards or requirements that come into effect after this Agreement's Effective Date and shall, at that time, negotiate the price of such Hardware, Software, Firmware, or Services, and if such negotiations are successful, shall modify this Agreement as provided in Section 11.5, "Modification of this Agreement."

Contractor shall provide to City all Hardware, Software, and Firmware required by Appendix A (Statement of Work) and Appendix D (Equipment List) to this Agreement for the System, and perform all installation, programming, integration, testing, support and maintenance services, and delivery of the System during elections, as specified in Appendix A (Statement of Work), Appendix C (Milestones), Appendix F (Implementation and Training Schedule), and Appendix G (Trainings).

4.1.2. Software License. Contractor hereby grants to City upon the express license terms set forth in Appendix E (Firmware/Software License and System Warranties), a nonexclusive and nontransferable limited license to use the Software, including any Upgrades, only in connection with use of the Hardware for preparing for, conducting, and voting in City elections pursuant to this Agreement. Contractor hereby represents and warrants that it has title to and/or the authority to grant the license for Software to City. The City shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Software in whole and/or in part, except as expressly, and only to the extent, authorized by this Agreement.

Contractor agrees that in the event it completely ceases to provide Services for the Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current Source Code for all of the Software and all supporting Documentation for the Software then operating and/or installed. Pursuant to this Section 4.1.2, City shall have a personal, nonexclusive, and nontransferable limited license to use the Source Code solely and exclusively for performing Contractor's Services under this Agreement.

In furtherance of its obligations as stated above, Contractor has placed a copy of the Source Code for the Software which corresponds to the most current version of the Software

in escrow with an independent escrow agent for the benefit of the California Secretary of State pursuant to a separate escrow agreement. Contractor shall on or before full execution of this Agreement name the City as a beneficiary of such escrow agreement. Contractor will maintain and pay fees associated with the escrow agreement (or a substantially similar substitute agreement of which City is a beneficiary) in place for the entire term of this Agreement. Contractor agrees to update materials on deposit with the escrow agent promptly upon its release of any Upgrade such that the Source Code corresponds to the version of the Software in use by the City. Contractor shall provide City with an acknowledgment that City has been named as a beneficiary of such escrow agreement which will include the name of the escrow agent and will have such acknowledgment renewed each year this Agreement is in effect.

4.1.3. **Firmware License.** Contractor hereby grants to City upon the express license terms set forth in Appendix E (Firmware/Software License and System Warranties), a nonexclusive and nontransferable limited license to use the Firmware, including any Upgrades, only in connection with use of the Hardware for preparing for, conducting, and voting in elections in the jurisdiction of the City pursuant to this Agreement. Contractor hereby represents and warrants that it has title to and/or the authority to grant the license for Firmware to City. The City shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, decipher or analyze the Firmware in whole and/or in part, except as expressly, and only to the extent, authorized by this Agreement.

4.1.4. **Lease of Hardware.** Contractor represents and warrants that it has title to and/or the authority to lease Hardware to City, free and clear of all liens, claims and encumbrances other than as stated in this Agreement. Contractor leases Hardware to City for the term of this Agreement, in connection with preparing for, conducting, and voting in City elections.

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor.

Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty for Services.** Contractor warrants to City that Contractor's Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Deliverables or Services are delayed beyond the Critical Milestones identified in Table A of Appendix C (Milestones), City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of \$1,000 per calendar day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish Deliverables or Services to City within the time fixed or such extensions of time permitted in writing by City.

4.8 **Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City (Appendix H), in a sum of \$1,500,000 (one million, five hundred thousand dollars) by July 1, 2019. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.2.1 Intellectual Property Infringement. Contractor shall also indemnify, defend and hold City harmless from all suits or claims for infringement of the patent rights,

copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability of Contractor. CONTRACTOR'S LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT OR IMPAIR (1) THE INDEMNIFICATION OBLIGATIONS OF CONTRACT UNDER SECTION 5.2, (2) CONTRACTOR'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY VIOLATION BY CONTRACTOR OF THE CITY CHARTER OR ANY CITY ORDINANCE, (3) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, RECKLESS CONDUCT OR WILLFUL ACTS OR OMISSIONS, (4) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE REQUIRED UNDER OF THIS AGREEMENT, OR (5) WRONGFUL DEATH CAUSED BY CONTRACTOR. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.3 Liability for Use of City's Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement. Any invoices that Contractor submits to City under this Agreement shall be inclusive of all applicable taxes, as specified in Appendix B (Payment Schedule).

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and

City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit,

prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	13.1	Nondisclosure of Private, Proprietary or Confidential Information
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of thirty (30) days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other

debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, but under no circumstance shall Contractor be required to replace or incur any costs for replacing Contractor's System. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results and Work Product
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
Article 6	Liability of the Parties	11.9	Entire Agreement
		11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential

			Information
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Article 9 Rights In Deliverables

9.1 **Ownership of Results and Work Product.** Any interest of Contractor in any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor for the City under this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Charter and Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements.**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with

domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation

on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings.)

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition.)

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved. (Preservative Treated Wood Products.)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: John Arntz, Director
San Francisco Department of Elections

1 Dr. Carlton B. Goodlett Place
City Hall, Room 48
San Francisco, CA 94102
john.arntz@sfgov.org

To Contractor: Dominion Voting Systems, Inc.
Attn: General Counsel
1201 18th St., Suite 210
Denver, CO 80202
contracts@dominionvoting.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either

Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Notwithstanding the foregoing, Contractor cannot anticipate future changes in law that would impact System Requirements. As specified in Section 4.1.2, the System shall be able to collect, record, count, tabulate and report votes cast in accordance with System Requirements, but Contractor will not be required to make modifications to any Hardware as a result of changes in the System Requirements after the Agreement's Effective Date.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 27, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 **City Responsibilities.** Department will make available to Contractor a qualified project manager who will be authorized to make binding decisions for the Department regarding this Agreement and will promptly: (i) review all specifications, technical materials and other documents submitted by Contractor, request necessary corrections, and approve such documents; (ii) provide requested City information and data and assume responsibility on the adequacy of the same; (iii) advise Contractor of City's requirements; and (iv) upon request provide access to City's staff, facility and hardware. Unless notified otherwise, the qualified project manager shall be the Director of Elections.

12.2 **Risk of Loss.** Notwithstanding the foregoing or anything to the contrary contained in this Agreement, risk of loss for each component of the System shall pass to City upon delivery to a location designated by the City. Provided, however, that, for Hardware, Contractor shall have liability for loss or damage only during such times Contractor has actual custody and control of the Hardware for purposes of performing Contractor's testing, maintenance, and polling place delivery obligations under this Agreement (including when testing, maintenance, and delivery of equipment is performed or occurs in the City's warehouse under the supervision of the City). Risk of loss shall automatically revert to City upon completion of maintenance and testing and the Hardware's return from polling places to the City's warehouse location.

12.3 **Title to System.** The System provided by Contractor to the City shall be part of a lease and managed Services described herein and in the attached Appendices. Title to the System or any portion thereof, shall not pass to the City and shall remain with the Contractor.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City.

If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 **Trade Secrets.** In the event City receives a request under the City's Sunshine Ordinance or the California Public Records Act for trade secrets within the meaning of Section 1060 of the California Evidence Code (trade secrets privilege) and Section 3426 et seq. of the California Civil Code (Uniform Trade Secrets Act), the City shall promptly inform Contractor of such request, as necessary to comply with the legal time-frame for responding to such request, in order to avoid prejudice to Contractor's ability to oppose disclosure.

13.3 **Reserved. (Payment Card Industry ("PCI") Requirements.)**

13.4 **Reserved. (Business Associate Agreement.)**

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

John Arntz
Director of Elections
San Francisco Department of Elections

CONTRACTOR

Dominion Voting Systems, Inc.

John Poulos
President & CEO

City vendor number: 0000021253

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Andrew Shen
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Statement of Work
- B: Payment Schedule
- C: Milestones
- D: Equipment List
- E: Firmware/Software License and System Warranties
- F: Implementation and Training Schedule
- G: Trainings
- H: Form of Bond

Appendix A

Statement of Work

Introduction

In this managed services agreement, Dominion Voting Systems, Inc. (Dominion) will provide the City and County of San Francisco (City) with all voting equipment and technology necessary to conduct elections in San Francisco, as well as the election support services that are described in this Statement of Work (SOW) throughout the term of the Agreement.

This SOW describes activities and products related to the Implementation Phase of the project as well as the ongoing support also described in the SOW. Implementation of the system consists of all activities necessary to fully install the System and to conduct the November 2019 election. Ongoing support includes the services provided by Dominion after the November 2019 election and throughout the term of this Agreement.

At the conclusion of the Implementation Phase, the City will have, under lease, a fully integrated voting system which includes the ImageCast X touch screen ballot marking device, the ImageCast Evolution optical tabulator, the ImageCast Central for the tabulation of vote-by-mail ballots. All equipment will be operated using the Democracy Suite Software platform.

Dominion will provide the following throughout the term of the Agreement:

1. Project management responsibilities which includes providing all necessary resources and personnel to fully support the system under this Agreement.
2. Full hardware and software support, including installation, integration, and election setup.
3. Support services for activities and processes occurring throughout an election cycle and between election cycles.
4. Ongoing system maintenance, including parts.
5. Project management and resources to support the City possibly transitioning from elections using polling places to elections using vote centers.

Primary Contacts

Primary Department Contacts
John Arntz Director, San Francisco Department of Elections Email: john.arntz@sfgov.org Telephone: (415) 554-4375

Primary Dominion Contacts
Ruth Chavira-Lopez Customer Relations Manager Email: Ruth.Chavira-Lopez@dominionvoting.com Telephone: (415) 218-9605
Alyssa Prohaska Project Manager Email: Alyssa.Prohaska@dominionvoting.com Telephone: (303) 661-7132

1 Primary Product Descriptions

1.1 ImageCast X Touchscreen Ballot Marking Device (Hardware and Software)

The ImageCast X Ballot Marking Device (ICX) is a touchscreen, in-person ballot marking device. The ICX is ADA-compliant and can support different voting models, including early voting.

The ICX offers several options to increase accessibility for voters with disabilities. The ICX presents ballot content in several formats: audio only, visual only, or simultaneous audio and visual modes, depending on voter preferences. The system is compatible with a hand-held Audio-Tactile Interface (ATI) controller, sip and puff devices, and paddle devices.

The ICX prints paper ballots using an accompanying printer after voters make their selections and that are read by ImageCast Evolution tabulators located in each polling place. The ICX touchscreen does not record or store votes.

1.2 ImageCast Evolution Scanner and Tabulator (Hardware and Software)

ImageCast Evolution (ICE) is a digital scanner, ballot marking device, and tabulator with accessible features.

Each ICE incorporates audit functionality known as the AuditMark for all ballot markings. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for auditing purposes. These images can be used to audit the unit's interpretation of each individual ballot, and consists of two sections.

The top section of the image contains a scanned image of the ballot. The bottom section of the image consists of the AuditMark, a machine-generated explanation stating how the unit interpreted each ballot marking on every ballot for every contest and measure.

Each ICE provides several options to vote, review, and cast paper ballots. The ICE offers a touch screen interface for visual ballot review and ballot casting, an accessible ballot marking interface, ports that allow voters to use their own assistive devices for accessible ballot navigation and voting, and an Audio-Tactile Interface (ATI).

1.3 ImageCast Central Count Scanner (Hardware and Software)

Dominion's ImageCast Central Count Scanning system (ICC) uses Canon DR-G1130 scanners. The Canon scanners are digital, commercial off-the-shelf (COTS) equipment configured to operate with the ICC software to provide high speed capture of ballot images and tabulation of votes cast.

1.4 Democracy Suite Election Management System (Hardware and Software)

The Democracy Suite Election Management Software (EMS) Platform is comprised of several applications.

a. Election Event Designer (EED) Client Application.

The EED is the primary application for defining and managing an election event that comprises an "election project."

b. Results Tally and Reporting (RTR) Client Application.

The Results Tally and Reporting client application is used for tallying, reporting, and publishing election results.

c. ImageCast Adjudication Client Application.

The ImageCast Adjudication application is a client and server application used to review and adjudicate ballot images. All ballot adjudications are audited and reportable. The application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks.

1.5 Ranked-Choice Voting

The System shall support Ranked-Choice Voting (RCV) elections in San Francisco in accordance with Section 13.102 of the City's Charter. For RCV elections, the System shall provide the following features:

- a. Ballot layout options that allow for formatting ballot content for RCV contests on either side of a ballot card in addition to any other contest or measure, including other RCV contests, or require special formatting, without limit.
- b. Automated tabulation of qualified write-in candidates.
- c. Options to choose to include specific warnings to voters if they have made an error voting their ballots (such as overvoting a ranking) and the ability to edit existing messages and to incorporate new messages.
- d. Automated capture of digital ballot images which are appended with the AuditMark records indicating how the System interpreted each vote-marking for tabulation, and posting such images on the Department's website.
- e. Capability to accommodate rankings equal to the number of candidates in a contest, as required under Charter Section 13.102. The System shall have the capability to list no less than 10 candidates if the System cannot list every candidate in a contest.
- f. The option to report the Cast Vote Records (CVR) from each RCV contest in JSON-based reports.

1.6 Democracy Suite Remote Access Vote by Mail System

Dominion shall provide the Democracy Suite-based ImageCast Remote Accessible Vote by Mail (RAVBM) system. The RAVBM system shall allow voters with disabilities and voters covered under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) to receive and mark their ballots remotely using different devices such as personal computers, tablets, and smartphones.

2 Implementation Team: Roles and Responsibilities

2.1 Dominion

a. Project Manager

Dominion shall assign a Project Manager to the City through the Implementation Phase. The Project Manager shall communicate with the Department regarding the status of information, milestones, procedures, and progress on the tasks as set out in this Agreement.

The Project Manager is responsible for arranging all meetings, visits, and consultations between Dominion and the Department and is responsible for all administrative matters. The Project Manager shall have the skills and experience to fully implement the system and possess complete knowledge of the technology and elections support services. Dominion shall make all reasonable efforts to provide a Project Manager familiar with the election operations of the Department and the election rules and regulations of the State of California.

b. Product Specialists

Dominion shall assign technical product specialists through the completion of the Implementation Phase. The product specialists are responsible for the installation, operation, repair, and maintenance of all voting system hardware and software, the scheduling and supervising of resources for all hardware- and software-related matters, providing election support services and election-related trainings, and interfacing directly with Dominion and Department personnel.

c. Election Programmers

Dominion is responsible for all aspects of election event definition in the Democracy Suite platform, including, without limitation, the following components: defining election project parameters and assigning templates, assigning tabulators, defining ballot structures, creating and proofing ballot drafts, creating official ballots, and creating election files and the security keys associated with the ICC.

d. Additional Personnel

Dominion shall assign additional personnel as necessary during the Implementation Phase for processes such as Acceptance and Readiness Testing, Pre-Logic and Accuracy Testing, Early and Election Day Voting, and Post-Election activities, as further described in this SOW.

2.2 City Resources

The Department shall appoint a project manager (“Department Project Manager”), responsible for coordinating Department personnel, equipment, and facilities to support implementation and ongoing services.

The Department Project Manager shall have the authority to make decisions and allocate resources on behalf of the Department during the Implementation Phase and in relation to ongoing support services.

3 Implementation

3.1 Project Management

- a. Along with the Department Project Manager, the Dominion Project Manager (collectively the “Project Management Team”) will collaborate in coordinating the implementation of the System. Dominion’s Project Manager shall be responsible for providing the direction, expertise and leadership for planning all tasks required for the successful implementation of the voting system, as well as coordinating with the Department’s Project Manager. The completion of tasks shall be cooperatively managed by the Project Management Team.
- b. The Project Management Team will meet weekly and include other personnel as appropriate. During the weekly meetings the Team will

discuss the issues and resources associated with the implementation of tasks by the specified Critical Project Milestones and deadlines. The Dominion Project Manager will maintain and distribute meeting minutes during the implementation phase.

- c. The Department reserves the right to request a change in Dominion's representation if, in the Department's judgment, assigned personnel are not adequately meeting the Department's requirements. Dominion's Project Manager will be the primary contact for all requests to replace Dominion personnel.
- d. Dominion's Project Manager and the Department's Project Manager shall cooperate in supporting the Implementation and Training Schedule (Appendix F), specifying the details to successfully meet all milestones and deadlines. Each task identified will include a start and end date and the responsible parties involved. The Implementation and Training Schedule will include, but will not be limited to, detailed implementation milestones and activities, which includes product delivery with implementation, an Acceptance Testing Plan, a Training Plan specifying training dates and topics for those who require training.
- e. Dominion and the Department shall finalize a schedule for activities associated with the Implementation and Training Schedule within two weeks of the City's approval of this Agreement.

3.2 Weekly Transition Meetings

The initial transition meetings between Dominion and the Department will review current Department processes in relation to the System such as system configurations, ballot creation, and results reporting, including but not limited to the following topics:

- a. **Ballot Templates**
Discussion of the System's functions for creating specific ballot designs for different election content such as headers, voting target positioning, and the width and height for contest placement.

b. **Reporting**

A full review of the Department's existing reporting requirements and the formats of these reports in comparison to the System's analogous reporting functionalities.

c. **Vote-Marking Interpretation**

Dominion will provide the Department with instruction on how the System processes and assesses vote-markings that record voter intent and how the System determines whether votes require review.

d. **Data Integration**

Dominion will review its Election Data Translator with the Department and the level of compatibility that exists between the Translator and the file structures in the Department's Election Information Management System (EIMS).

e. **Overview of WinEDS in relation to Democracy Suite**

Dominion will provide an overview that demonstrates the similarities and differences of the functionalities between the old system's operating platform, known as WinEDS, and the System's platform, Democracy Suite.

3.3 Voter Outreach Support

Dominion shall assist the Department in informing voters on how to use the System. No later than three weeks after the City approves this Agreement, Dominion shall provide a model outreach plan, including materials and messaging, based on Dominion's Voter Outreach and Voter Education Program.

Dominion's model outreach plan shall include sample materials, messaging, and timelines, and such materials used in other counties that have implemented Dominion's Democracy Suite-based voting system.

Dominion shall customize any materials from its Voter Outreach and Voter Education Program so that the content is San Francisco-specific upon the request of the Department.

3.4 Warehouse Logistics Planning

Dominion shall assist the Department in planning its warehouse space for storing and maintaining the new voting equipment.

3.5 Implementation Milestones

3.5.1 Installation / Configuration / Acceptance Testing / System Readiness Testing

- a. Dominion shall coordinate with the Secretary of State's Office (SOS) and the Department to obtain the SOS' trusted build of the Software.
- b. Dominion shall install the trusted build into the System and configure all system-related equipment.
- c. Dominion shall provide an Acceptance Test Plan (ATP). The ATP shall prescribe all tests necessary to comply with requirements set in the SOS' Use Procedures for the System.
- d. Dominion shall be responsible for providing all training materials required to support acceptance testing, and for training Department personnel to undertake Acceptance Testing.
- e. Dominion and the Department shall finalize the development of the test plan and procedures prior to the Acceptance Testing phase.
- f. Dominion shall assist the Department in creating an Acceptance Testing log sheet, to be used as a control sheet showing which ICE, ICX, and ICC units have been tested and accepted. The log sheets will be completed individually for each unit and will note physical damage to the equipment and shall contain the results of each test conducted.

- g. A checklist template will be provided to the Department for printing and distribution during the acceptance test process. For each unit of equipment, Department personnel, in partnership with a Dominion technician, will complete the acceptance test for each unit received. Each form will be signed and retained by Department personnel with copies made or scanned for Dominion's records.
- h. Throughout the term of the Agreement, after delivery of Dominion Software or Dominion Hardware, Dominion and the Department will conduct acceptance testing. Such Acceptance Testing shall occur at a time mutually agreed upon the Department and Dominion, but no later than thirty (30) business days after installation.
- i. The Department shall provide Dominion with records that identify units that did not successfully pass Acceptance Testing. If defects are uncovered during testing that result in an unsuccessful test, the affected system component(s) will be rejected and the Department will provide written notice to Dominion stating the issues and reason for rejection. Upon receipt of notice, Dominion will have five (5) business days to repair or replace the affected System component.
- j. Upon completing Acceptance Testing, Dominion shall conduct System Readiness Testing no later than thirty (30) business days after the completion of Acceptance Testing.
- k. System Readiness Testing shall consist of end to end system tests that ensure that the system has been configured properly and that all parts are functioning together correctly for all pre-voting, voting and post-voting processes.
- l. Dominion shall follow the System Readiness Testing Procedures outlined in Chapter 4 of the California Use Procedures. As with Acceptance Testing, Dominion shall provide personnel on-site who are expert in the system.
- m. Department shall provide all necessary forms when creating and conducting the Readiness Testing election

3.5.2 Training (See Appendix G)

a. Training Department Personnel:

During the implementation meetings, the Project Management Team will identify training materials that Dominion shall prepare including training manuals, website training videos, and technical reference manuals. The content of training materials and the methods of training shall meet the Department's requirements. Dominion will provide resources and trainings that develop personnel's technical proficiencies for using the new system and provide educational materials and opportunities to users of the new system, which includes poll workers.

Dominion's training shall focus on providing election administration personnel the necessary knowledge, as determined by the Project Management Team, for successful implementation and effective operation of the System.

b. Poll Worker Training:

Dominion shall provide finished content to the Department for use in training poll workers. The content shall include procedures on assisting voters at polling places. Additionally, the content will include manuals, forms and procedures and Dominion shall assist the Department in redesigning existing forms, manuals, and procedures according to the Department's requests in relation to implementing and using the System.

Dominion shall assist the Department in developing poll worker training guides, quick reference guides that poll workers can use to assist voters, and poll worker training videos. Dominion shall provide instruction manuals for poll worker training such as "train the trainer" materials. Dominion shall assist the Department in organizing materials and content and then observe a minimum of two mock poll worker training sessions that the Department conducts. Upon observing the mock training sessions, Dominion shall assess the accuracy and delivery of information to poll workers regarding the System and provide recommendations to the Department on improving poll worker training.

3.5.3 Removal of Department's Existing Election Equipment

Dominion shall remove the City's current voting system, at no cost to the City, in accordance with the SOS' requirements for disposal of voting systems.

4 Ongoing Support / Election Support Services

After the completion of the Implementation Phase, Dominion will assign a Customer Relations Manager (CRM) to directly support the Department's operation of the System. The CRM shall be knowledgeable in the System's operations and the support services associated with the Department's use of the System. In addition, Dominion will provide the Department with technical support through the term of the Agreement in relation to storing, maintaining, and operating the System at no additional cost.

4.1 Ballot Programming and Election Definition Services

- a. Dominion shall provide election definition services (ballot layout, audio ballot content in all required languages, and ballot test deck files) for the November 2019, March 2020, and November 2020 elections. At the Department's option, Dominion will continue to provide election definition services following the November 2020 election for a cost of \$69,500 per election.
- b. Dominion shall provide the memory cards and USB flash drives necessary to transfer election files from Democracy Suite to each ICE tabulator, ICX ballot marking devices, and the ICC system.
- c. The Department shall review and approve, or identify issues in all ballot proofs and audio files that Dominion generates. The Department shall inform Dominion of any errors and Dominion shall rectify the issues within 24-hours at no additional cost to the Department.
- d. Democracy Suite shall support English, Spanish, Chinese (Cantonese and Mandarin), Filipino in both written and audio formats. Dominion will add additional languages requested by the Department.

- e. The content associated with the definition of elections may be imported or uploaded. Democracy Suite shall provide the capability for editing all ballot layout files in all languages identified by Department and reorganizing the placement of contests and voting targets and to edit text and graphics according to the most efficient use of space on the ballot.
- f. Democracy Suite shall create all ballots, i.e. vote-by-mail, precinct, voting center, and audio ballots, from the same content used to define an election. Democracy Suite shall allow audio files using recorded human voices and/or voice simulation programs.
- g. Democracy Suite shall support profile data such as voting locations, precincts, political subdivisions, offices, and party affiliations. Democracy Suite shall support the use of the Department's profile data for simultaneously conducting multiple elections by multiple users such as the City's Board of Education elections involving non-citizen voters.
- h. Dominion shall use the same candidate and contest information files to create the paper ballots, the digital ballots, audio ballots, remote accessible vote-by-mail ballots, sample ballots, and test ballots.
- i. Democracy Suite shall generate PDF files of ballot-related content for full-sized, press-ready ballot artwork. To create ballots, Democracy Suite shall provide options to control fonts, line weights, determine the number of columns, include multiple languages on one ballot card, create multi-card ballots with content appearing on both sides of all of the cards, provide for formatting content in both portrait-style and landscape orientations, and allow for ballot-card headers of different colors. Democracy Suite shall allow for final ballot proofs that are 8.5 inches in width and variable lengths of 11, 14, 17, 18, 19, 20 and 22 inches. Based on the amount of ballot content and the scanning equipment's capabilities, the Department will determine the appropriate length of the ballots for an election.
- j. The System shall generate accessible ballot content such as large-print formats. Additionally, the System shall generate accessible sample ballots in PDF or other accessible format that allows the Department to post the sample ballots on its website which are compatible with commonly used screen-reading technology.

- k. The Department will post ballot images on the Department's website to increase transparency of the voting system. Dominion shall assist the Department in determining the resources and procedures necessary, and provide the technical assistance, to post all ballot images, cast vote records, and voting equipment transaction logs for members of the public to use and review, including AuditMark summaries.

4.2 Democracy Suite Remote Access Vote by Mail System

- a. Dominion shall provide voters covered under the UOCAVA and voters with disabilities with online, accessible sample ballots and remote accessible vote-by-mail ballots through Democracy Suite's ImageCast Remote Accessible Vote by Mail (RAVBM) system. The RAVBM system must function in accordance with applicable state and federal laws from the time of delivery through the entire term of this Agreement for the purpose of conducting elections.
- b. Dominion shall provide the RAVBM system to the Department, and shall complete all training for the Department in sufficient time for the Department to fully implement and utilize the Software by all applicable deadlines for the elections occurring November 2019, and afterwards, including the deadlines set forth in the California Elections Code and the City's Municipal Elections Code.
- c. Dominion shall deliver before each election an accessible sample ballot which enables voters to select, save, and print their choices for an election.
- d. The RAVBM system shall use the same ballot content files created for developing the paper ballots and the ICX ballots and will support content in English, Spanish, Chinese (Cantonese and Mandarin), and Filipino, and be capable of incorporating additional languages upon the Department's request.
- e. Dominion shall assemble all products immediately after all election preparation is completed and all required data files are finalized.
- f. Dominion shall provide all RAVBM products and services according to the timelines that the Department has previously accepted. Prior to issuing products and services, however, Dominion will provide the Department with links that allow the Department to review all products and services before voters access the System. The links will provide the Department to fully review all ballot types in an election, their content, and their functionality.
- g. Dominion shall activate all products and services upon review and approval by the Department and on the dates agreed to by Dominion and the Department. Dominion shall not activate any product or service until after the Department's review and approval.
- h. After each election, Dominion shall provide the Department with a report that responds to questions 29, and 31-36, in the "Program Specific Questions" survey that

the Department must answer in relation to the Federal Voting Assistance Program. Additionally, Dominion shall provide such reports to the Department in relation to non-federal elections in which the RAVBM is utilized.

4.3 Support Hours / Response Times

The following table represents timeframes by which Dominion shall respond to the Department's requests for technical assistance or notice that any Error, Defect, or Malfunction in any Firmware, Hardware or Software component of the System.

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an Election Period (After the most recent election is certified until 120 days before the next election).	On-site, telephone, and, video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the election and the creation of ballots (120 days before Election Day through 60 days before Election Day).	On-site, telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	On-site, telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
On Election Day	On-site.	Immediate.	Within 60 minutes.	Within one hour.
The day after Election Day until election is certified.	On-site (if requested), telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	On-site (if requested), telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

4.4 Project Management

- a. Starting fourteen (14) weeks before each Election Day and continuing seven (7) calendar days before Election Day, either the Project Manager (Implementation Phase) or Customer Relations Manager (ongoing support) will be onsite (either at the Department's main office in City Hall or the Department's Warehouse), or available by cell phone, Monday through Friday, during the Department's regular business hours, to provide election-related support services.

- b. Starting seven (7) calendar days before Election Day and continuing until completion of the Statement of the Votes, the Project Manager or CRM shall be onsite or available by cell phone to answer questions or respond to problems or concerns regarding voting, tabulation, the System's Hardware and Software, the aggregation or tabulation of voting data, canvass, audit data, or the reporting of election results.

4.5 Pre-Election Logic and Accuracy Testing

- a. The Department will conduct Pre-Election Logic and Accuracy Testing (Pre-LAT) on all ICE, ICX, and ICC equipment using paper ballot test decks, rather than simulation scripts. The Pre-LAT procedures will involve programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer generated) test decks through each tabulator. After test decks have been scanned and the results report tapes have been verified, test results will be uploaded into Democracy Suite's Results Tally and Reporting module.
- b. Dominion will have technical support personnel available onsite throughout the Pre-LAT process who can identify the reasons for any issues or errors and resolve any equipment malfunctions that require repairs, including conducting repairs of equipment onsite in the Department's warehouse or City Hall office.

4.6 Accessibility Improvements

- a. Dominion, in conjunction with the Department's Voting Accessibility Advisory Committee (VAAC) will annually organize a meeting to facilitate VAAC members providing feedback to Dominion regarding the accessibility and usability of the System. The VAAC members will also provide Dominion with recommendations to improve the accessibility and usability of the System.
- b. Dominion and the VAAC will prepare meeting notes from these sessions that record the recommendations to improve the System and Dominion's initial responses. During the session, Dominion will indicate the timeframe in which the VAAC will receive responses to the recommendations.

- c. Dominion and the Department's VAAC will also annually organize a regional meeting of Bay Area Counties' VAACs to further discuss and share information regarding accessibility and usability improvements to the System.
- d. During the meetings, Dominion will update the VAAC on upcoming improvements to the System in relation to accessibility and usability that will be developed and included in the next iteration of the voting system submitted to the SOS for review and certification. Additionally, Dominion will inform the VAAC on whether the recommendations to improve the voting system require significant development and whether the recommendations are feasible to include in future iterations of the System that are submitted to the SOS for review and certification.

4.7 Vote-By-Mail Ballot Processing

Dominion will provide technical support onsite during the Department's office hours when the Department processes vote-by-mail ballots beginning at the earliest E-12 (12 days before Election Day) and continuing until the completion of the canvass.

4.8 Election Day Support

Dominion shall provide qualified and competent personnel during this Agreement in each of the following areas to assist and enable the Department's personnel to successfully conduct each Election.

In addition to the Project Manager and the Customer Relations Manager, the Election Day personnel will include:

- a. At least 22 individuals who are trained technicians on the System (2 per district for the City's 11 Supervisorial districts) to respond to reports of Errors, Defects, and Malfunctions at the polling place level and resolving issues so voting can continue using the System. Dominion shall provide the training materials and training timelines applicable to prepare the technicians for their assignments to the Department no later than 60 days before each election for the Department's review. The Department shall inform Dominion of necessary changes or updates to incorporate into the training materials or timelines no later than 30 days before each election.

Responsibilities: Throughout Election Day, the field technicians will drive themselves to assigned polling places and follow a series of equipment checks to verify that the System is set-up properly by the poll workers and to confirm that the System is operating properly throughout the day for voters.

Equipment Troubleshooting Guide: Dominion will prepare a guide that lists common voting equipment issues with resolutions to use as the basis for training the 22 field technicians. Dominion shall provide this guide of common voting equipment issues and their resolutions to the Department no later than 60 days before each Election Day. The Department will provide feedback no later than 30 days before Election Day. Dominion must state in writing if any feedback provided by the Department is not incorporated into the guide and the reasons for not incorporating the Department's feedback.

Transportation: Dominion will be responsible for providing vehicles for the field technicians to use when driving themselves to polling places throughout Election Day.

- b. At least five individuals situated in the Department's City Hall Election Center to respond to calls from polling places regarding voting equipment incidents and who can assign field technicians to resolve any issues related to malfunctioning equipment at the polling places.

Support: Dominion's Election Center team will be the point of contact on technical matters regarding the voting equipment for the 22 field technicians and the Election Center team will be capable of providing additional guidance to the field technicians to support the technicians in resolving equipment issues at the polling places.

Communication: Dominion's Election Center personnel will be responsible for maintaining constant communication with the field technicians throughout Election Day to respond to and report incidents associated with the voting equipment.

- c. At least two additional, experienced technical support personnel who are primarily situated near the Election Center and can provide expert, advanced knowledge to the field technicians in troubleshooting equipment incidents and serving as a resource to the Department and the personnel in the Election Center.
- d. Dominion shall provide a list to the Department of all personnel assigned to the Election Center no later than 113 days before Election Day. The list shall indicate the role each person will fill in relation to this Agreement and their experience supporting the System.
- e. Following each election, Dominion will provide the Department a written report of Election Day support operations and resolutions of incidents associated with voting equipment. Dominion will provide this report no later than E+38 (38 days after Election Day).

4.9 Delivery and Retrieval of Equipment

At the Department's option for each election, Dominion will organize and pay for the services of a drayage company to assist the Department in the delivery and retrieval of voting equipment and supplies to and from the polling places. The deliveries of supplies will include all polling place equipment, non-system equipment (i.e. booths, tables, chairs owned by the Department), ancillary devices and supplies according to the Department's timetables and instructions.

- a. The Department will provide information regarding the equipment to be included in the deliveries and retrievals. Dominion and the Department will meet with the drayage company to schedule timelines and routes and the required number of trucks to meet each day's delivery schedules.
- b. Dominion shall set criteria, which the Department must approve, and by which Dominion, the drayage company, and the Department will determine the drayage company's success in fulfilling its obligations. The amount of any final payments that Dominion provides to the drayage company will be based on the levels the company met all criteria.

- c. The Department will provide the schedule and route assignments for the equipment delivery and retrieval and will handle all communications with polling place owners.
- d. At the Department's option for elections through 2020, Dominion will provide resources to assist the Department to stage the voting equipment, such as in precinct order, for delivery to polling places.
- e. The Department will be responsible for staging the polling place supplies for delivery. The drayage company will be responsible for loading equipment and polling place supplies onto the trucks, as well as offloading all materials when returned from polling places.
- f. If the Department decides to organize the services of a drayage company for an election, the Department will provide notice to Dominion within six months of Election Day. Accordingly, payments to Dominion under this Agreement shall be reduced according to the amount of the most recent invoice amounts Dominion paid to a drayage company for delivering and retrieving voting equipment and supplies to and from polling places. Dominion shall provide the invoices associated with drayage upon the Department's request.

4.10 Post-Election Support

4.10.1 Official Canvass

Dominion will provide instruction regarding Democracy Suite's generation of reports associated with conducting the official canvass including, but not limited to Interim, Semi-Final, and Final Statement of the Votes reports. Dominion will be available to assist the Department's personnel in generating canvass-related reports for elections through the November 2020 election cycle. Dominion shall provide sample procedures and recommendations for the Department to review while developing San Francisco-specific canvass processes.

4.10.2 One Percent Manual Tally

The Department will conduct the one-percent manual tally required during the official canvass. Dominion shall provide sample procedures and recommendations for the Department to review while developing San Francisco-specific canvass processes.

Additionally, Dominion will assist the Department in developing procedures to conduct one percent manual tallies if state elections law allows use of ballot images to conduct tallies of votes cast when conducting the official canvass.

4.10.3 Ballot Audit and Review Module

Dominion shall provide the City with a Ballot Audit and Review Module (Module). The Department will place the Module on its website starting with the November 2019 election to allow members of the public to search ballot images in an election for votes cast for specific candidates and measures. The Module will allow members of the public to evaluate images of ballot markings, to tally vote totals, and to note questions on ballot markings according to how the voting system interpreted specific votes cast for certain candidates and measures.

Dominion expects to provide this Module for the November 2019 election, even if in a partially developed form in which all functionalities have not yet been incorporated.

4.10.4 Post-Election Risk Limiting Auditing

Dominion will assist the Department in incorporating the third-party open source post-election risk-limiting auditing (RLA) system developed by Free and Fair for use in the State of Colorado. The Free and Fair RLA open source RLA system utilizes Dominion's Cast Vote Record, which is a JSON file, and ballot images, to evaluate the specific ballots for manual auditing. Dominion will facilitate the Department's implementation of risk-limiting auditing of election results as early as 2020, which may include the conducting of a one-percent manual tally during the official canvass while also concurrently testing processes to implement post-election risk-limiting audits.

Dominion will assist the Department in implementing risk-limiting post-election auditing of election results using the methods listed below.

- a. Ballot-level comparisons using the system's cast vote records or adjudication programs or applications.
- b. Simultaneous audits of multiple contests.
- c. Using appended adjudication records in a manner similar to conducting transitive audits of results.
- d. Producing a ballot manifest that allows for identifying and gathering the physical, randomly selected ballot cards for auditing. For example, configuring the system's scanners to imprint an inventory number or code onto ballot cards after scanning occurs. Further, implement a process by which the system exports the numbering in a manner the Department uses as a cross-reference when gathering cards that were randomly selected for auditing.

Dominion will assist the Department in identifying resources and experts relevant to developing risk-limiting post-election auditing for ranked-choice voting contests using open source software. Dominion will collaborate with the Department to develop risk-limiting audits for ranked-choice contests for implementation in San Francisco as early as the November 2020 election.

4.10.5 Recount

The System shall support recount processes that utilizes either the physical ballots or the ballot images with the appended AuditMark interpretation of vote markings, Cast Vote Records, and EMS Statement of the Votes reports. Dominion shall provide examples of recount procedures that the Department can review when creating procedures for recounts.

4.11 System Maintenance

- a. During the term of the Agreement, Dominion shall be responsible for maintenance of the System, which shall be performed on-site. Dominion shall provide the personnel, equipment, and material, including spare or repair parts, required to perform on-site maintenance of the System and its components. Maintenance shall include, but not be limited to, the repair or replacement of any failed Software, Hardware, device or other System component. At the beginning of each calendar year during this Agreement, Dominion shall provide the Department with a maintenance plan and timetable for routine maintenance for the Department's review.
- b. Dominion shall inform the Department of the date, time and location of all maintenance services, and the Department, in its sole discretion, may observe these activities. Dominion shall provide documentation to the Department in a format approved by the Department that details all maintenance actions and malfunctions, defects, or errors discovered in the system or any of its components during system maintenance.
- c. Dominion shall maintain a quality control system, covering all aspects of design, fabrication, testing, delivery, calibration and support of the System, including any modifications made thereto. This quality control system shall include documentation of all inspections and tests performed on the system and its components, and any system modifications. Dominion shall provide this documentation to the Department on a quarterly basis, in a format approved by the Department.

- d. Dominion shall provide one (1) preventive maintenance inspection on an annual basis, no earlier than one calendar year after delivery and upon an agreed upon timeframe each succeeding year. Such inspection shall be conducted by Dominion technicians at a mutually agreed time, date and location. The review will follow prescribed criteria and steps approved by the Department. If during this inspection Dominion's technicians determine that any equipment part or component is defective or in need of replacement, Dominion shall replace the same.

4.11.1 Repair Parts

- a. Dominion shall provide, at its own cost, an inventory of parts and accessory items required to maintain all voting equipment in operating condition. Dominion will provide a listing of inventoried parts and accessory items. The inventory list will indicate the number of parts and accessory items Dominion will ensure are readily available and present in the City's office or warehouse locations.
- b. The Department shall provide secure storage space for Dominion to maintain an inventory of the parts and accessory items necessary to maintain all voting equipment in operating condition. Dominion shall provide the Department with a listing and quantities of all parts and accessory items that Dominion maintains.
- c. Repair or replacement of parts because of normal wear-and-tear is governed by Appendix E (Firmware/Software License and System Warranties).

APPENDIX B
PAYMENT SCHEDULE

Payment	Amount	Description
Year 1 - First Payment	\$500,000	Contractor to invoice upon City's final approval of Agreement
Year 1 - Second Payment	\$1,500,000	Contractor to invoice upon City's Acceptance of Hardware
Year 1 - Third Payment	\$160,000	Contractor to invoice upon City's certification of November 5, 2019 election
Year 2 – First Payment	\$1,850,000	Contractor to invoice one year after City's final approval of Agreement
Year 2 – Second Payment	\$125,000	Contractor to invoice upon City's certification of March 3, 2020 election.
Year 2 – Third Payment	\$125,000	Contractor to invoice upon City's certification of November 3, 2020 election.
Year 3 – Annual Payment	\$2,100,000	Contractor to invoice two years after City's final approval of Agreement
Year 4 – First Payment	\$1,850,000	Contractor to invoice three years after City's final approval of Agreement
Year 4 – Second Payment	\$125,000	Contractor to invoice upon City's certification of March 8, 2022 election.
Year 4 – Third Payment	\$125,000	Contractor to invoice upon City's certification of November 8, 2022 election.
Year 5 (option) – Annual Payment	\$2,100,000	Contractor to invoice four years after date of City's final approval of Agreement

Year 6 (option) – Annual Payment	\$2,100,000	Contractor to invoice five years after date of City’s final approval of Agreement
TOTAL	\$12,660,000	

NOTE: Any invoices that Contractor submits to City under this Agreement shall be inclusive of all applicable taxes.

Appendix C Milestones

Table A - Critical Milestones:	Deadline
1. Acceptance testing is completed.	E-90
2. Training for all personnel is completed.	E-90
3. Official canvass is completed.	E+30
4. Election is certified.	E+30

Table B - Project Plan Standard Milestones: System Implementation	Deadline
1. Dominion provides list of Product Specialists assigned to implement the system.	Two weeks after City's final approval of Agreement
2. Dominion provides list of Additional Personnel assigned to implement the system.	Two weeks after City's final approval of Agreement
3. Acceptance testing is completed.	E-90
4. Dominion installs entire system.	Within 21 days of City's final approval of Agreement
5. End-to-end testing is completed.	Within seven days from when Dominion installs entire system
6. Training schedules finalized.	Two weeks after City's final approval of Agreement
7. Training for all personnel is completed.	E-90
8. Dominion provides final proofs of outreach materials.	E-222
9. Dominion provides final proofs of poll worker training materials.	E-222
10. Election is defined.	E-45
11. Dominion completes paper, audio, and digital ballots for Department's review.	E-75
12. Department approves final ballot proofs.	E-62
13. Remote accessible vote-by-mail system fully activated.	E-60
14. Logic and accuracy testing is completed.	E-20
15. Delivery of system to polling places is completed.	E-1
16. Retrieval of system from polling places is completed.	E+8
17. Official canvass is completed.	E+30
18. Election is certified.	E+30

Project Plan Standard Milestones: Support Services	Deadline
1. Ballots	
a. Pre-election meeting to set schedules for ballot production.	E-113
b. Department approves ballot production schedule.	E-92
c. Dominion provides list of personnel assigned to ballot-related work for the Department's approval.	E-99
d. Weekly meetings during ballot production timeframe.	E-90 – E-75

Project Plan Standard Milestones: Support Services	Deadline
e. Dominion completes ballot production.	E-75
f. Department approves final ballot proofs for paper, audio, and digital ballots.	E-68
2. Content for poll worker training	
a. Dominion to provide support and documentation to Department for use with Department's online training tutorials for poll workers.	E-250
b. Dominion to provide a description and samples of the curriculums and methods that are most effective in training poll workers on the new system.	E-250
c. Dominion to provide a listing and description in a troubleshooting guide of the most common system malfunctions that occur at polling places for the Department's review and incorporation into poll worker training sessions.	E-250
d. Dominion to provide support and documentation to Department for use with Department's online training tutorials for poll workers.	E-250
e. Dominion to provide draft forms, procedures, and methods that represent model materials and approaches to training poll workers in learning of the new system and for serving voters at polling places on Election Day.	E-250
f. Department to provide feedback on the model forms, procedures, and methods submitted by Dominion.	E-236
g. Dominion to provide final products regarding forms, procedures, and methods that incorporate the Department's feedback for training poll workers on learning the new system and serving voters at polling places on Election Day.	E-222
3. Content for outreach	E-250
a. Dominion to provide support and documentation to Department for use with Department's online training tutorials for poll workers.	E-250
b. Dominion to provide a description and samples of the methods that are most effective in training voters on the new system for the Department's review.	E-250
c. Dominion to submit a draft outreach plan for the Department's review that highlights best practices for educating voters to use the new system upon implementation.	E-250
d. Dominion to provide draft digital and online content for educating voters for the Department's review.	E-236
e. Dominion to submit an outreach plan that incorporates the Department's feedback for educating voters on using the new system.	E-236
f. Dominion to provide final digital and online product for educating voters on using the new system.	E-222
4. Remote Accessible Vote by Mail System (RAVBM) Ballot	
a. Set implementation schedule	E-183
b. Submit final drafts to Department	E-75
c. Review links	E-75

Project Plan Standard Milestones: Support Services	Deadline
d. Update content after review	E-68
e. Final ballot content	E-62
f. Activate ballot content	E-60
5. Assign Dominion technical personnel to support Pre-Election Logic and Accuracy Testing (Pre-LAT)	
a. Set schedule for Dominion technical support personnel to be on-site at Department	E-113
b. Fulfill required inventory of extra parts	E-113
c. Provide tracking logs to Department on equipment issues, for Department's approval	E-113
d. Provide final tracking logs listing equipment issues after Pre-LAT.	E-15
6. Voting Accessibility Advisory Committee (VAAC) meetings	
a. Schedule Dominion personnel to participate in SF VAAC meeting	E-218
b. Provide follow up letter regarding issues discussed during the SF VAAC meeting and explanations on whether any issues will be remedied or included in future iterations of the system, and the timelines for such remedies or iterations.	E-197
c. Schedule Dominion personnel to participate in Bay Area VAAC meeting	E-218
d. Provide follow up letter regarding issues discussed during the Bay Area VAAC meeting and explanations on whether any issues will be remedied or included in future iterations of the system, and the timelines for such remedies or iterations.	E-176
7. Technical support for Vote-by-mail processing	
a. Provide Department, for its approval, schedule of Dominion personnel who will be on-site to provide technical support during processing of vote-by-mail ballots.	E-113
b. Schedule meeting with Department to review level of technical support for processing vote-by-mail ballots in relation to the most recent election.	E-113
8. Election Day Support	
a. Provide Department, for its approval, a list of Dominion personnel proposed for assignment to the Election Center.	E-113
b. Dominion to provide a listing and description of the most common system malfunctions that occur at polling places for the Department's review and incorporation into training sessions for Dominion and Department Election Day support personnel.	E-250
c. Provide Department with summary of equipment issues Dominion personnel responded to, resolved, could not resolve, and provide information according by precinct and equipment item number.	E+4
d. Provide Department with drafts of troubleshooting guide that Dominion's 22 field technicians will use on Election Day, drafts of training materials for Election Center personnel, and draft timelines for training Election Center personnel.	E-60

Project Plan Standard Milestones: Support Services	Deadline
e. Department to provide feedback on draft troubleshooting guide, draft training materials, and draft timelines.	E-30
f. Dominion to provide, in writing, reasons any feedback from the Department is not incorporated into the troubleshooting guide, training materials or timelines.	E-25
9. Delivery and Retrieval of Voting Equipment to and from polling places.	
a. Department to receive from Dominion the criteria applied toward determining responsibilities and level of payments.	E-113
b. Department to provide feedback on criteria.	E-102
c. Dominion and Department will develop schedules for deliveries and retrievals.	E-250
10. Results Tally and Reporting (RTR) Ballot Image Review and Audit	
a. Dominion to provide written materials providing a description of the RTR feature for reviewing ballot images for audit purposes.	E-250
b. Dominion to provide schedule for training the Department on the RTR feature for reviewing ballot images for audit purposes for the November 2019 election.	E-218
11. System Maintenance	
a. Dominion to provide a schedule for performing equipment maintenance for the Department's approval.	2 nd Monday in January, annually (starting 2020)
b. Dominion to provide documents, forms, log sheets, and procedures associated with equipment maintenance to the Department for its review and approval.	2 nd Monday in February, annually (starting 2020)
c. Dominion to provide list of qualifications for personnel performing system maintenance for the Department's review and approval.	2 nd Monday in February, annually (starting 2020)
d. Dominion to maintain an inventory of parts and accessory items to maintain all voting equipment.	2 nd Monday in February, annually (starting 2020)
e. Dominion will provide inventory lists associated with system maintenance to the Department (60 days before the start of Pre-LAT, annual system maintenance) and maintain the inventories at such levels through the election cycle.	E-90

**APPENDIX D
EQUIPMENT LIST**

Equipment Name	
ImageCast X Touchscreen Ballot Marking Device (Hardware and Software)	
Quantity	Component
630	ImageCast X Ballot Marking Device voting terminal with 20" touch screen
630	ImageCast X Ballot Marking Printer
630	ImageCast X Ballot Marking Device transport bag for voting terminal and printer
1000	Poll worker smart card
100	Technician smart card
100	8 gigabyte USB flash drive
630	Uninterruptable power supply
630	Accessible Voting Booth
630	Audio-Tactile Interface and headphones
ImageCast Evolution Scanner and Tabulator (Hardware and Software)	
Quantity	Component
630	ImageCast Evolution Scanner and Tabulator Hardware (Each device consists of the following components)
	2 Optical imaging heads for creating a duplex-scanned image of each side of the ballot
	1 Integrated 19" (diagonal), full-color, LCD touch screen display
	1 Internal thermal printer and one (1) paper roll for generating reports.
	1 Integrated inkjet printer for producing marked paper ballots for voters who use the ICE as an accessible ballot-marking device
	2 Administrative security keys (iButtons).
	1 motorized paper feed mechanism for detecting and moving the ballot cards within the scanner.
	1 Internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
630	Audio-Tactile Interface (630), one for each ICE unit.
630	Sets of headphones to connect to each ATI controller.
630	Ballot Boxes: each ICE includes a textured molded plastic ballot box comprised of three compartments.
50	Technician ibuttons
1260	Eight gigabyte compact flash memory cards
ImageCast Central Count Scanner (Hardware and Software)	
Quantity	Component
12	Canon DR-G1130 high speed document scanners
12	All-in-one desktop workstations
12	iButtons and quiButtons capable of both reading and writing data.
Election Management System Hardware	
Quantity	Component
1	Election Definition Server
2	Tabulation and Reporting Servers
9	System Workstations
1	Election Definition Workstation
2	Tabulation and Reporting Workstation

Equipment Name	
6	Adjudication Workstations
1	External Media Reformatting Station
3	Compact Flash Reader/Writers
3	iButton Reader/Writers
2	Dell Switches, 24 port
16	Network Cables CAT6 UTP Patch Cables
2	EMS Report Printers Canon LBP6230
14	24" Computer Monitors

APPENDIX E

FIRMWARE/SOFTWARE LICENSE AND SYSTEM WARRANTIES

1.1. “Specifications” means descriptions and data regarding the features, functions and performance of the Firmware and Software, as set forth in user manuals or other applicable documentation provided by Contractor.

1.2. “Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Contractor hereunder.

2. Firmware and Software License Terms.

2.1. License Limitations. City’s use of the Firmware and Software pursuant to the License granted in the Agreement is subject to Sections 4.1.2 and 4.1.3 of the Agreement and the additional terms herein. The License shall only be effective during the Term of the Agreement and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Contractor grants to City a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Contractor hereby sublicenses any firmware or software that constitutes or is contained in Third-Party Products, in object code form only, to City for use during the Term of the Agreement.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Contractor grants no licenses, expressly or by implication, and (b) City’s entering into the Agreement will not be deemed to assign any intellectual property rights of Contractor to City or any third party. Contractor agrees not to use the Firmware or Software for elections outside the City’s jurisdiction. The City shall have no power to transfer or grant sub-licenses for the Firmware or Software. Any use of all or any portion of the Firmware or Software not expressly permitted is strictly prohibited.

3. Upgrades and Certification. During the Term of this Agreement, Contractor may provide Upgrades to City under the following terms and conditions.

3.1. Upgrades. In the event that Contractor, at its sole discretion, certifies a Software Upgrade under the applicable laws and regulations of the State of California, Contractor shall make the certified Software Upgrade available to the City at no additional cost.

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

4. Prohibited Acts. The City shall not, without the prior written permission of Contractor:

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

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

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

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

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

6. Warranties. The following warranties shall apply.

6.1. Hardware Warranty Terms. Contractor warrants that when used with the hardware and software configuration purchased through or approved by Contractor, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with the Documentation provided by Contractor. The Hardware Warranty shall remain in effect for the term of the Agreement.

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

6.2.1. Contractor shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Contractor shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. There are no additional charges for parts covered by this warranty.

6.2.2. The following services are not covered by this Agreement, but may be available at Contractor's current time and material rates:

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

6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

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

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

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, Contractor shall

pass through to City all warranties such manufacturers make to Contractor regarding the operation of such Third-Party Products.

6.4. NO OTHER WARRANTIES, EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, 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.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Schedule A, the following are defined terms:
 - 1.1. "Derivative Works" means any work that is based upon or derived from the Contractor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
 - 1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Contractor.
2. **Print Copyright License and Use.**
 - 2.1. Copyright License Grant. Contractor grants to the City a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Contractor's Voting Systems' Ballots and any Derivative Works as necessary to conduct City elections, pursuant to the terms and conditions of this Schedule A.
 - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Contractor grants no other licenses, expressly or by implication, and (b) Contractor's entering into and performing the Agreement will not be deemed to assign any intellectual property rights of Contractor to City or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed. Further, City may only print or reproduce the Voting Systems' Ballots using printers that the California Secretary of State has certified for such use.
3. **No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL 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.

APPENDIX F

IMPLEMENTATION AND TRAINING SCHEDULE

The following schedule provides an overview of activities to occur during the Implementation Phase in advance of the November 5, 2019 general election. Dominion and the Department will adjust the schedule when the City has provided final approval of the Agreement.

Task Name	Duration	Start	Finish
Implementation Planning	245 days		
Contract Signed			
Kickoff Meeting	1 day		
Create Project Charter	1 day		
Approve Project Charter	1 day		
Transition Planning	37 days		
Computer Room(s)	1 day		
Walkthrough with Dominion Technical Lead and Department IT Resources	1 day		
Review setup / determine retrofit necessary	1 day		
Retrofit / Complete changes necessary for EMS installation	5 days		
Warehouse Facilities	1 day		
Walkthrough with Dominion Technical Lead and Department IT Resources	1 day		
Review setup / determine retrofit necessary	1 day		
Retrofit / Complete changes necessary for Warehouse equipment	5 days		
Staff Training	3 days		
Develop training schedule	1 day		
Determine training location(s)	1 day		
Identify training participants	1 day		
Voter Education	16 days		
Identify voter outreach activities	1 day		
Determine setup for outreach activities (equipment and database)	1 day		
Determine support / staffing level for outreach activities	1 day		
Precinct Supplies	16 days		
Review current precinct supplies	1 day		
Review recommended changes to precinct supplies with City and County of San Francisco	1 day		
Election Processes	16 days		
Complete system functional review with area/division managers	1 day		
Determine process / ballot handling flow	1 day		
Poll worker Training	15 days		
Complete equipment reviews with poll worker trainers / Department's warehouse personnel.	1 day		
Determine poll worker training scope and develop training program	1 day		
Equipment Delivery, Installation, Configuration, Acceptance Training and Testing	25 days		

Election Management System Infrastructure (EMS)	10 days		
EMS Delivery	1 day		
EMS Installation and configuration	3 days		
EMS Customer Acceptance Training	2 days		
EMS Customer Acceptance Testing	1 day		
ImageCast Central Count Scanners (ICC)	1 day		
ICC Delivery	1 day		
ICC Installation and Configuration	1 day		
ICC Customer Acceptance Training	1 day		
ICC Customer Acceptance Testing	1 day		
ImageCast Evolution	8 days		
ICE Device Delivery	1 day		
ICE Ballot Box Delivery	1 day		
ICE Installation and Configuration	4 days		
ICE Customer Acceptance Training	1 day		
ICE Customer Acceptance Testing	2 days		
ImageCast X Ballot Marking Devices (BMD)	19 days		
ICX Delivery	1 day		
ICX Installation and Configuration	3 days		
ICX Customer Acceptance Training	1 day		
ICX Customer Acceptance Testing	3 days		
Voting Booth Delivery	1 day		
Voting Booth Acceptance Testing	2 days		
Transport Bag Delivery	1 day		
Transport Bag Acceptance Testing	1 day		
Remote Access Vote by Mail System (RAVBM)	3 days		
RAVBM Configuration	1 day		
RAVBM Acceptance Training and Testing	2 days		
RAVBM Acceptance Testing	1 day		
Documentation and Manuals	1 day		
Dominion to provide system documentation and manuals to Department	1 day		
ImageCast Central (ICC) Administrator Training	1 day		
ImageCast Central (ICC) Operator Training	1 day		
Adjudication Training	1 day		
Results Tally and Reporting Training	1 day		
ImageCast X Administrator Training	1 day		
ImageCast X Operator Training	1 day		
ImageCast Evolution Administrator	1 day		
ImageCast Evolution Operator	1 day		
RAVBM Setup Training	1 day		
RAVBM Operator Training	1 day		
Train the Trainer: Pollworker Training	1 day		
City and County of San Francisco to complete review of documentation	11 days		
ImageCast Central (ICC) Administrator Training	11 days		
ImageCast Central (ICC) Operator Training	11 days		
Adjudication Training	11 days		

Results Tally and Reporting Training	11 days		
ImageCast X Administrator Training	11 days		
ImageCast X Operator Training	11 days		
Imagecast Evolution Administrator	11 days		
ImageCast Evolution Operator	11 days		
RAVBM Setup Training	11 days		
RAVBM Operator Training	11 days		
Train the Trainer: Poll worker Training	11 days		
System Training Classes	15 days		
ImageCast Central (ICC) Administrator Training	5 days		
ImageCast Central (ICC) Operator Training	5 days		
Adjudication Training	5 days		
Results Tally and Reporting Training	2 days		
ImageCast X Administrator Training	1 day		
ImageCast X Operator Training	1 day		
Imagecast Evolution Administrator	1 day		
ImageCast Evolution Operator	1 day		
RAVBM Setup Training	1 day		
RAVBM Operator Training	1 day		
Train the Trainer: Poll worker Training	2 days		
Election Activities	84 days	Thu 8/15/19	Tue 12/10/19
Ballot Production / Creation	15 days	Thu 8/15/19	Wed 9/4/19
Complete election definition (EED)	1 day	Thu 8/15/19	Thu 8/15/19
Proof Election Definition reports	1 day	Fri 8/16/19	Fri 8/16/19
Complete Styling of paper ballots (EED)	3 days	Sat 8/17/19	Tue 8/20/19
Generate Ballot proofs (EED)	1 day	Wed 8/21/19	Wed 8/21/19
Proof Ballots	2 days	Thu 8/22/19	Fri 8/23/19
Generate Audio (EED, AS, External)	1 day	Fri 8/23/19	Fri 8/23/19
Proof Audio	4 days	Sat 8/24/19	Wed 8/28/19
Generate Screen Content (EED)	1 day	Thu 8/29/19	Thu 8/29/19
Proof Screen Content (EED, ICX)	2 days	Fri 8/30/19	Mon 9/2/19
Logic and Accuracy Testing	15 days	Mon 9/30/19	Fri 10/18/19
Program USB Sticks	1 day	Mon 9/30/19	Mon 9/30/19
Program Poll worker cards	1 day	Tue 10/1/19	Tue 10/1/19
Load Election Files to ICXes	3 days	Wed 10/2/19	Fri 10/4/19
Load CF Cards on ICES	3 days	Fri 10/4/19	Tue 10/8/19
Load Activation files to ICVA	1 day	Thu 10/3/19	Thu 10/3/19
Load Election Files to ICCs	1 day	Fri 10/4/19	Fri 10/4/19
Mark Test Decks/Run VoteSim on ICXs	2 days	Mon 10/7/19	Tue 10/8/19
Tabulate/Scan Test Decks on ICES	2 days	Tue 10/8/19	Wed 10/9/19
Tabulate Test Decks on ICCs	2 days	Wed 10/9/19	Thu 10/10/19
Load CF Cards into RTR	2 days	Fri 10/11/19	Mon 10/14/19
Run Results Reports	1 day	Tue 10/15/19	Tue 10/15/19
Reset the system for the election	1 day	Wed 10/16/19	Wed 10/16/19
Polling Place Voting	24 days	Mon 10/7/19	Thu 11/7/19
Poll worker Training	25 days	Mon 9/30/19	Fri 11/1/19
City Hall Voting Center	22 days	Mon 10/7/19	Tue 11/5/19

In-person voting Begins	22 days	Mon 10/7/19	Tue 11/5/19
Deliver equipment to polling places	6 days	Mon 10/28/19	Mon 11/4/19
Ballot Processing	17 days	Thu 10/24/19	Fri 11/15/19
RAVBM Voting begins	60 days	Fri 9/6/19	Tue 11/5/19
Ballot Scanning and tabulation	17 days	Thu 10/24/19	Fri 11/15/19
Adjudication	17 days	Thu 10/24/19	Fri 11/15/19
Election Day	1 day	Tue 11/5/19	Tue 11/5/19
Post Election	22 days	Wed 11/6/19	Thu 12/5/19
Retrieval of Equipment from Polling Places	7 days	Weds 11/6/19	Wed 11/12/19
Identify batches or precincts to be audited	1 day	Wed 11/6/19	Wed 11/6/19
Run reports for manual tally	1 day	Thu 11/7/19	Thu 11/7/19
Complete manual tally	15 days	Fri 11/8/19	Thu 11/28/19
Compile the Statement of the Vote	1 day	Thu 11/28/19	Thu 11/28/19
Certify the election	1 day	Tue 12/3/19	Tue 12/3/19
Post Election / Post Implementation Debriefing	1 day	Tue 12/10/19	Tue 12/10/19

APPENDIX G

TRAININGS

The following table lists the subject matter for which Dominion shall provide materials and training to the Department's personnel.

The types of users listed in the table are defined accordingly:

- i. **Administrator:** Department personnel who will interact with or configure the System to generate election-specific materials.
- ii. **Manager:** Department personnel who will organize the resources and personnel to operate the System.
- iii. **Operator:** Department personnel who interact with the System's components under the supervision of Administrators and Managers.

Training Class Title	User Category	Class Objective	Class Overview	Number of Days/Hours
ICC Administrator	Administrators and/or Managers	Competence with the setup and configuration of the central count scanners, use of the central count scanners, and general troubleshooting during ballot scanning	<ul style="list-style-type: none"> I. Central Count Scanning Overview <ul style="list-style-type: none"> a. Preparation <ul style="list-style-type: none"> i. Ballot inspection ii. Working with folded ballots b. Working with batches <ul style="list-style-type: none"> i. Batch size ii. Batch tracking/manifests II. Using the ICC application and Canon scanners <ul style="list-style-type: none"> a. Overview of ICC workstation functionality and structure b. Loading election tabulation files to the ICC <ul style="list-style-type: none"> i. Configuration of the application ii. Confirmation of scan options and settings iii. Producing a zero report iv. Opening polls v. Troubleshooting vi. Closing polls vii. Backing up data c. Central Count Scanning <ul style="list-style-type: none"> i. Loading ballots into the hopper ii. Accepting batches iii. Discarding batches iv. Handling misread ballots v. Diagnosing misread ballots vi. Troubleshooting vii. Cleaning the scanner(s) 	1 day
ICC Operator	Operators	Competence with the daily operations of central count scanning and basic troubleshooting during ballot scanning	<ul style="list-style-type: none"> I. Central Count Scanning Overview <ul style="list-style-type: none"> a. Preparation <ul style="list-style-type: none"> i. Ballot inspection ii. Working with folded ballots b. Working with batches <ul style="list-style-type: none"> i. Batch size ii. Batch tracking/manifests II. Using the ICC Application and Canon Scanners <ul style="list-style-type: none"> a. Overview of ICC workstation functionality b. Central Count Scanning <ul style="list-style-type: none"> i. Loading ballots into the hopper ii. Accepting batches iii. Basic troubleshooting 	1 day

Training Class Title	User Category	Class Objective	Class Overview	Number of Days/Hours
Adjudication Administrator Training	Administrators and/or Managers	Competence with the setup and configuration of the adjudication setup for use in an election, operation of the application, supervisory /administrative functions of adjudication and general troubleshooting during adjudication activities	<ul style="list-style-type: none"> I. Adjudication Overview <ul style="list-style-type: none"> a. Workflow: How ballots are delivered from ICCs b. Determining which ballots should be presented for adjudication c. Functions performed by adjudication operators. d. Daily adjudication procedures e. Best practices/ developing processes for determining voter intent II. Preparing for Adjudication <ul style="list-style-type: none"> a. Setting up a new adjudication session b. Defining outstack /adjudication criteria III. Adjudication of ballots <ul style="list-style-type: none"> a. Adding Marks b. Removing Marks c. Resolving Write-ins IV. Administrative Functions <ul style="list-style-type: none"> a. Reviewing adjudicated ballots b. Making changes / corrections c. Submitting Batches d. Running reports V. Back-up and Close out <ul style="list-style-type: none"> a. Backing up adjudication data and reports b. Closing out/ stopping adjudication 	2 days
Adjudication Operator Training	Managers and / or Operators	Competence with the daily operations of ballot adjudication	<ul style="list-style-type: none"> I. Adjudication Overview <ul style="list-style-type: none"> a. Workflow: How ballots are presented for adjudication b. Which ballots will be presented for adjudication c. Identifying why a ballot has been presented for adjudication d. Daily adjudication user procedures II. Adjudication of ballots <ul style="list-style-type: none"> a. Adding Marks b. Removing Marks c. Resolving Write-ins 	1 day



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF ELECTIONS

John Arntz, Director

February 14, 2019

Angela Calvillo
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, California 94102-4689

Dear Ms. Calvillo:

Attached please find an original and four copies of a proposed resolution for the Board of Supervisors to approve an agreement with Dominion Voting Systems allowing the City to lease a voting system. The term of the agreement is four years through March 2023, with two one-year options to extend.

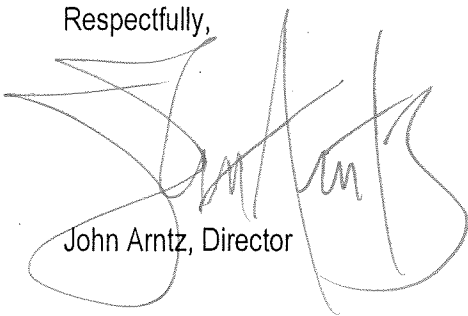
The cost of the four year term is \$8.46 million. When including the two one-year options, the total potential cost of the contract is \$12.66 million. Since the combined costs of the original four-year term with the two one-year options exceeds \$10 million, the Department is seeking the Board of Supervisor's (Board) approval of the agreement under Charter § 9.118(b).

The Department of Elections requests that this resolution be introduced during the next Board meeting and placed on the agenda of the appropriate committee for consideration and recommendation to the full Board.

The lease agreement requires Dominion to provide all equipment, maintenance, and training of Department personnel so the City can fully conduct all elections using the system. The system supports voters being able to select up to 10 candidates in elections using the ranked-choice voting method, compared to three selections available with the previous voting system.

I will gladly provide any additional information that you require and answer any questions that you may have regarding this resolution or contract.

Respectfully,



John Arntz, Director

Attached to this letter are the accompanying documents:

1. Resolution approving the award and execution of the contract.
2. Final Negotiated Contract with Dominion Voting Systems

2019 FEB 14 PM 1:51
BOARD OF SUPERVISORS
SAN FRANCISCO, CALIFORNIA

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Dominion Voting Systems	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Board of Directors:	Hootan Yaghoobzadeh Stephen D. Owens Benjamin Humphreys John Poulos Ian MacVicar
(2) CEO & COO: CFO:	John Poulos Benjamin Humphreys
(3) 100% Ownership:	US Dominion, Inc. - incorporated in the State of Delaware
(4) None	
(5) N/A	
Contractor address: Dominion Voting Systems, Inc. 1201 18th St., Suite 210 Denver, CO 80202	
Date that contract was approved:	Amount of contract: \$12,660,000
Describe the nature of the contract that was approved: Lease for voting system	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415)554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed