

1 [Contract Amendment - Voting System - Not to Exceed \$19,690,933.25]

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3 **Ordinance authorizing the Department of Elections to enter into the third amendment of**
4 **an agreement with Dominion Voting Systems, Inc., to commence following Board**
5 **approval, to extend the term of the agreement through December 10, 2016, increasing**
6 **the total not-to-exceed amount of the agreement by \$3,645,900 from \$16,045,033.25 to**
7 **\$19,690,933.25.**

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9 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
10 **Additions to Codes** are in *single-underline italics Times New Roman font*.
11 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
12 **Board amendment additions** are in double-underlined Arial font.
13 **Board amendment deletions** are in ~~strikethrough Arial font~~.
14 **Asterisks (* * * *)** indicate the omission of unchanged Code
15 subsections or parts of tables.

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14 Be it ordained by the People of the City and County of San Francisco:

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15 **Section 1. Findings.** The Board of Supervisors of the City and County of San

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16 Francisco hereby finds that:

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17 (a) In March 31, 2005, the Department of Elections issued a Request for Proposal
18 (RFP) for new voting equipment and voting equipment services. The RFP, pursuant to San
19 Francisco Administrative Code 21.9(a)(2), stated the contract would be for an initial term of
20 four years, with two options to renew for one year each. Sequoia Voting Systems, Inc.
21 (Sequoia) was the highest ranked proposer.

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22 (b) In December 2007 the City entered into a contract with Sequoia for the purchase
23 of new voting equipment and voting services (Agreement), as approved by the Board of
24 Supervisors under Resolution No. 654-07. As set out in the RFP, the initial term of the
25 Agreement was four years, from December 11, 2007, to December 11, 2011, with two options

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1 for the City to renew for one year each. Dominion Voting Systems, Inc. (Dominion) acquired
2 substantially all of the assets of Sequoia on June 4, 2010, and assumed Sequoia's Agreement
3 with the City.

4 (c) In November 2011, the City exercised its two one-year options and extended the
5 Contract through December 11, 2013, at a cost not-to-exceed \$3,645,900, as approved by the
6 Board of Supervisors under Resolution No. 494-11. Under these extensions, Dominion
7 continued to provide voting services at the rates in effect for 2007-2011 and City was not
8 required to purchase new voting machines.

9 (d) The Department of Elections now desires to extend the Agreement through
10 December 10, 2016, at a cost not-to-exceed of \$3,645,900 for the Third Amendment. Under
11 this extension, Dominion would continue to provide voting services at the rates in effect for
12 2007-2011, and City would not be required to purchase new voting machines.

13 (e) This extension is necessary for five reasons. First, the last time the Department
14 of Elections issued an RFP for a new voting system, the RFP process took over two and a
15 half years to complete given the complicated nature of the purchase. Second, the
16 Department of Elections does not anticipate having additional funds to secure new voting
17 equipment in the current fiscal year, and thus will continue to use the current system. Third,
18 there are no new voting systems currently available that have been certified by the Secretary
19 of State and can accommodate elections using Ranked Choice Voting. Fourth, only one
20 contractor offers Ranked Choice Voting options, which is the City's current contractor,
21 Dominion. Finally, the existing six-year Agreement is unusually short and unique to San
22 Francisco for a voting system.

23 **Section 2. Approval of Third Amendment**

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1 (a) The Third Amendment to the Agreement is on file with the Clerk of the Board in
2 File No. 130797, substantially in final form, with all material terms and conditions included,
3 and only remains to be executed by the parties upon approval of this Ordinance. The Board
4 of Supervisors hereby approves the Third Amendment to the Agreement in substantially the
5 form contained in File No. 130797.

6 (b) The Board of Supervisors authorizes the Department of Elections to enter into
7 any modifications that, prior to final execution of the amendment by all parties, the
8 Department of Elections determines, in consultation with the City Attorney, are in the best
9 interest of the City, do not otherwise materially increase the obligations or liabilities of the City,
10 are necessary or advisable to effectuate the purposes of the Agreement, and are in
11 compliance with all applicable laws, including City's Charter.

12 (c) In approving this Third Amendment, the Board of Supervisors finds that it is
13 reasonable and in the public interest to waive, and does hereby waive, the requirement of
14 Administrative Code Section 21.9 that all City contracts for commodities and/or services be
15 limited to the initial terms and period of extensions included in the solicitation.

16 (d) Within 30 days of the parties executing the Third Amendment to the Agreement,
17 the Department of Elections shall submit to the Clerk of the Board of Supervisors a completely
18 executed copy for inclusion in File No. 130797. This requirement and obligation resides with
19 the Department of Elections, and is for purposes of having a complete file only, and in no
20 manner affects the validity of the approved Third Amendment to the Agreement.

21 **Section 3. Effective Date.** This ordinance shall become effective immediately upon
22 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
23 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
24 of Supervisors overrides the Mayor's veto of the ordinance.

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APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
JOSHUA S. WHITE
Deputy City Attorney

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