

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: ELECTRONIC VOTING MACHINES SOLUTIONS

CONTRACT No.: RS902317

EFFECTIVE DATES: 04/14/17 to 06/30/23

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS902317 that opened on 02/13/17. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including [the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the State of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	
Amendments to Contract Terms and Conditions	3
Certified Vendors	3
Multiple Award Contract	3
Bid Evaluation	3
Contract Award	3
Newly Certified Vendors or Products	3
Fixed-Price with Economic Adjustment	3
Cooperative Purchasing Contract (Co-Op)	3
Contractor Quarterly Sales Report	4
Contractor Revenue Share	4
Insurance	5
Equipment and Software Warrantees	6
Specifications and Requirements	
Definitions	7
Introduction	7
Payment and Deliverables	7
Vendor Requirements	8
System Requirements	8
Service & Maintenance	9
Software License	9
Training Requirements	9
Vendor Support	10
Escrow	10
Pricing Page Links	
Clear Ballot Pricing Pages	11
Dominion Voting Pricing Pages	11
Election Systems and Software (ES&S) Pricing Pages	11
Everyone Counts Pricing Pages	11
Hart InterCivic Pricing Pages	11
Unisyn Voting Solutions Pricing Pages	11
RBM Consulting (partner)	11
Contractor Index	
Clear Ballot	12
Dominion Voting	12
Election Systems and Software (ES&S)	12
Everyone Counts	13
Hart InterCivic	13
Unisyn Voting Solutions	13
RBM Consulting (partner)	13

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

CERTIFIED VENDORS: The only vendors that may Bid and be awarded a Contract are those certified by the Ohio Secretary of State as a vendor providing an Electronic Voting Machine solution.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts.

BID EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will use the Total County Cost for the Bidders lot total.

CONTRACT AWARD: The Contract will be awarded to all responsive and responsible Electronic Voting Machine Vendors, who are certified by the Secretary of State, based upon low lot total submitted on the Bid Price page. Failure to provide all required items may result in the bidder being deemed non responsive.

NEWLY CERTIFIED VENDORS OR PRODUCTS: If the Ohio Secretary of State certifies new vendors and/or products, they may be added to the Contract by Contract amendment.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

COOPERATIVE PURCHASING CONTRACT (CO-OP): This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

INSURANCE: The following Insurance requirements replace sections S12 and S13 of the Supplemental Terms and Conditions.

INSURANCE. Until all obligations under this Agreement or any Order are satisfied, and without limiting Contractor's indemnification obligations under Indemnification, Contractor shall provide and maintain the insurance policies set forth below. All insurance required shall be provided by insurers with a rating of not less than A-VII from AM Best or a comparable rating agency. Contractor shall also cause each of its Subcontractors to comply with all requirements in this Section.

1. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor shall also maintain employer's liability insurance with at least a \$1,000,000 limit.
2. Commercial General Liability insurance coverage with a minimum combined single limit of not less than \$5,000,000 for bodily injury, personal & advertising injury, wrongful death, property damage, products/completed operations and broad form contractual liability coverage including, but not limited to, the commercially insurable liability assumed under the Indemnification section of this Agreement. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The defense cost shall be outside of the policy limits.
3. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and/or accident and shall not contain an annual aggregate, as respects any and all vehicles of Contractor, whether owned, hired, leased, borrowed or non-owned, assigned to or used in connection with this Agreement.
4. Professional Liability Insurance appropriate to Contractor's profession, with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate for applicable personnel or subcontractors who perform professional services required by this Agreement.
5. Cyber Liability with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

Additional Insured Status: The State, its officers, officials and employees are to be covered as additional insureds on all policies except Workers' Compensation and Professional Liability, with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage: For any claims related to this contract, Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the State, its officers, officials or employees, shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation or Material Change: Contractor shall provide to the State 30 days' written notice of cancellation other than non-payment of premium, or material change to any of the policies required above. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above.

Waiver of Subrogation: Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State by virtue of the payment of any loss under such insurance. Contractor

Index No.: MAC113

Page 6

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Deductibles and Self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis: (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EQUIPMENT AND SOFTWARE WARRANTIES: This is the minimum equipment and software warranty that must be provided by the Vendor. A Vendor may offer an enhanced warranty period as part of its product pricing.

- a. Vendor warrants that for a 5 year period (the "Warranty Period"), it will repair or replace any component of the equipment or Vendor provided software which, while under normal use and service: (i) fails to perform in accordance with its documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of equipment or Vendor provided software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the equipment or Vendor provided software will become the property of the Vendor. Vendor shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All equipment warranty services shall be provided at Vendor's designated location. This warranty is effective provided that (i) Customer promptly notifies Vendor of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the equipment or Vendor provided software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Vendor, (iii) the equipment or Vendor provided software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by Vendor or causes beyond the reasonable control of Vendor or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by Vendor. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.
- b. Vendor warrants that the equipment and Vendor provided software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by Vendor in writing for use with the equipment and Vendor provided software, (ii) Customer has installed and is using the most recent update, or the second most recent update, provided to it by Vendor, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Vendor will repair or replace the item of equipment or Vendor provided software that is causing such breach to occur. Customer acknowledges that Vendor has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than Vendor ("Third Parties"). Customer further acknowledges that except for the payment to Vendor for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. Vendor shall provide Customer with copies of all documentation and warranties for the third party items which are provided to Vendor.
- c. In the event of a breach of subsections (a) or (b), vendor's obligations, as described in such subsections, are customer's sole and exclusive remedies. Vendor expressly disclaims all warranties, whether express or implied, which are not specifically set forth in this contract, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

I. Definitions

“EAC” is the United States Election Assistance Commission.

“Vendor” means the person that owns, manufactures, distributes, or has the legal right to control the use of equipment, or the person's agents and employees.

“Voting system” is a specific combination of mechanical, electromechanical, and electronic equipment used to define ballots, cast and count votes, report or display election results, connect the voting system to the voter registration system, and maintain and produce any audit trail.

“Voting system’s life expectancy” means that the voting system is expected to function as intended with reasonable and necessary modifications and engineering change orders for at least 10 years from the date of its delivery to a purchaser.

II. Introduction

The Ohio Secretary of State is the state’s Chief Elections Official who is charged with directing the conduct of boards of elections in Ohio. Elections are conducted locally in each county by a bipartisan board of elections. There are 88 counties in Ohio. The Ohio Department of Administrative Services (DAS) is a state agency responsible for assisting other Ohio governmental entities with procuring goods and services.

The voting system for each county must include the following equipment:

1. One ADA accessible voting unit per polling location and in-person absentee voting location. There are 88 in-person absentee voting locations in Ohio (one per county). A list of current polling locations is linked as [Attachment A](#).
2. For counties with a population equal to or less than 75,000 registered electors, one high speed optical scanner. A list of registered electors by county is linked as [Attachment B](#).
3. For counties with a population greater than 75,000 registered electors, one high speed optical scanner for the initial 75,000 registered electors and an additional high speed optical scanner for each 75,000 (in whole or part) registered electors.
4. If a voting system uses an electronic, touchscreen interface (Direct Recording Electronic or otherwise) as its primary voting unit, at least one touchscreen unit per 175 registered electors and no less than 3 units per polling location.
5. If voting system is an optical scan system, one precinct based optical scanner per precinct. A list of precincts is linked as [Attachment C](#).
6. One printer capable of printing ballots as needed that is compatible with the voting system and part of an EAC certified configuration.

The vendor must provide an itemized list of the cost to purchase each piece of equipment listed above. A county must be able to purchase additional equipment at the cost provided by the vendor.

A vendor may not engage subcontractors or enter into a subcontract for the purpose of carrying out its responsibilities under any contract offered by or negotiated through the State of Ohio without prior written consent of DAS and the Ohio Secretary of State. An amendment will be issued if subcontracting is approved.

III. Payment and Deliverables

A voting system purchased by a county must be shipped F.O.B. Destination Prepaid to a site designated by the purchasing county.

A vendor must agree to accept payment for the voting system in the following increments:

1. 65% of the total cost due to the vendor is payable upon receipt of the system by the county board of elections, successful acceptance testing of all parts of the system, and confirmation of the vendor’s compliance with the Escrow and Warranty requirements set forth herein.

2. 15% of the total cost due is payable upon receipt of training materials and completion of the "Training" requirements set forth herein.
3. The remaining 20% of the total cost is payable upon the successful completion of the "Election Administration Support" requirements set forth herein.

IV. Vendor Requirements

Any responding vendor must be licensed to do business in the State of Ohio and must be a registered voting system manufacturer that is eligible to submit voting machines for federal testing and certification. Any responding vendor must have a voting system that either 1) is certified by the U.S. Election Assistance Commission or 2) is undergoing testing and certification with the EAC (i.e., has completed a Test Readiness Review and filed an approved application with the Voting System Testing and Certification Division of the EAC) and has a project timeline leading to voting system certification.

The vendor must describe (and provide documentation of) its ability to supply and service its voting system for the duration of the voting system's life expectancy. Specifically, the vendor needs to provide:

1. A synopsis of the voting system's implementation in other jurisdictions, including, but not limited to, a list of any and all customers who have purchased the voting system and any and all known anomalies experienced with the use of the voting system.
2. Information on the vendor's employee base and company size and its ability to provide technical support simultaneously to several counties in the State of Ohio and other jurisdictions that use its voting system.
3. A document listing the manufacturer of each piece of equipment that is not manufactured by the vendor but necessary for implementation and operation of the voting system.
4. A document listing all consumables (and the supply chain for each) required for the operation of the voting system.
5. Recommended acceptance testing for all aspects of the voting system in a format that can be used as a checklist by the purchasing county's board of elections.

V. System Requirements

The voting system must meet all requirements of Ohio law for voting equipment. It must be approved by the Ohio Board of Voting Machine Examiners and certified by the Ohio Secretary of State before it can be purchased by a county board of elections.

Note the following, mandatory requirements for any voting system used in an Ohio election:

1. The voting system, and any configuration offered to a purchasing county, must be certified by the U.S. Election Assistance Commission.
2. Any and all modifications to, or engineering change orders for, the voting system (in whole or part) must be approved by the EAC and, when required, approved by the Ohio Board of Voting Machine Examiners in accordance with Ohio law.
3. The voting system must be a complete voting system as defined in this agreement and consist of all hardware, firmware, software, peripherals, and "Consumer off-the-Shelf" products necessary to implement the system to program an election and collect and tally votes.
4. The voting system must be ADA compliant.
5. The voting system must meet all of the Ohio-specific requirements outlined in the Voting System Testing Matrix, linked as [Attachment D](#).
6. The voting system must be compatible with and able to integrate with the voter registration systems used in Ohio. There are four voter registration system vendors that service Ohio counties: Sequoia, Triad, ES&S, and DIMS. Information on each system can be obtained by contacting the Ohio Secretary of State's office at (614) 466-2585 or election@ohiosecretaryofstate.gov.
7. The system must be compatible with and able to integrate with Ohio's Election Night Reporting System. Information on Ohio's Election Night Reporting System is attached hereto as [Attachment E](#).
8. The system must be compatible with the electronic poll books certified for use in Ohio elections. The list of electronic poll books certified for use in Ohio are attached hereto as [Attachment F](#).

VI. Service & Maintenance

The price of the voting system must include any and all required service and maintenance to all parts of the system, including hardware, software, updates to firmware or software, peripherals, and "Consumer-off-the-Shelf" products, for five years from the date that the system is received by a county board of elections. The vendor must provide at no charge an initial supply of all required consumables such as toner, ink, paper etc. in sufficient quantities to complete acceptance testing and one election cycle. The county will be responsible for the consumables thereafter.

The cost of the required service and maintenance must be itemized as specifically as possible. The vendor must provide detailed pricing for the identical level of service and maintenance for an additional five years beyond the expiration of the initial five years. If the anticipated life cycle of the system is believed to be greater than ten years, the vendor must provide detailed pricing estimates for the identical level of service and maintenance for that time period beyond the expiration of the first ten years.

The vendor must provide a service and maintenance schedule that outlines – and a corresponding log for a customer to document – the recommended service and maintenance for each part of the voting system.

The vendor must disclose whether a third party or independent contractor is permitted to provide service and maintenance to the voting system without voiding any terms of the warranty or violating a licensing agreement.

VII. Software License

The price of the voting system must include all requisite licensing for software for five years from the date that the system is received by a purchasing county board of elections. The vendor must provide detailed pricing for continued licensing for an additional five years beyond the expiration of the initial five years. If the anticipated life cycle of the system is believed to be greater than ten years, the vendor must provide detailed pricing estimates for the requisite licensing for software for that time period beyond the expiration of the first ten years.

The vendor must allow any and all software licensing to be transferrable among Ohio counties that acquired the voting system through any contract negotiated by or offered through the State of Ohio.

VIII. Training Requirements

The price of the voting system must include the following:

1. A demonstration of and training on the setup and operation of the voting system to the purchasing county's board of elections' members and staff and the county's precinct election officials. A vendor shall assume that each precinct election official needs to be trained extensively by the vendor at least once in a training session that affords each precinct election official with at least one hour of hands-on time with the voting system. The vendor must conduct or oversee directly and in-person each training session. A vendor may determine the cost of this training by multiplying the number of precincts in each county by six (i.e., the vendor can assume that it needs to train six precinct election officials per precinct [four appointed precinct election officials plus two backup]).
2. An extensive training session on the voting system's election management system for the purchasing county's board of elections' members and no less than two and no more than six staff members chosen by the board of elections. The training sessions must afford the board members and its staff the opportunity to learn how to setup and program an election and design and layout ballots independently of the vendor's assistance and support.
3. An extensive training session on the following subjects for the purchasing county's board of elections' members and no less than two and no more than six staff members chosen by the board of elections:
 - a. programming of all voting units and devices;
 - b. tabulating results during the unofficial and official canvass;
 - c. ensuring accuracy of results;
 - d. auditing procedures;
 - e. conducting a recount;
 - f. preserving records;
 - g. printing, designing, and formatting election reports;
 - h. troubleshooting common issues; and
 - i. safeguarding and preventing tampering and unauthorized access to all parts of the voting system.

SPECIFICATIONS AND REQUIREMENTS (continued)

4. Any and all system manuals necessary to allow a purchasing county to operate the voting system (from the start of an election to the auditing of final results) independently of the vendor's assistance and support.

5. Training materials for a purchasing county board of elections to use when training its precinct election officials on how to setup, operate, and close down the voting system on Election Day.
6. A “quick reference guide” for precinct election officials to consult on Election Day. The guide must be specific to the purchasing county’s setup and use of the voting system.
7. A video (in an electronic format) for voters that demonstrates how to cast a vote and ballot using the voting system. The video must be specific to the purchasing county’s setup and use of the voting system. The vendor must consent to the publication and use of the video on any websites hosted by the county and the Ohio Secretary of State or publicly available social media platform. The vendor further must consent to the publication and use of the video during any training or demonstration session hosted by the purchasing county or the Ohio Secretary of State. The video must be closed captioned for the visually impaired.
8. A video (in an electronic format) for precinct election officials that demonstrates how to setup, operate, and close down the voting system on an Election Day. The video must be specific to the purchasing county’s setup and use of the voting system. The vendor must consent to the publication and use of the video on any websites hosted by the county and the Ohio Secretary of State or publicly available social media platform. The vendor further must consent to the publication and use of the video during any training or demonstration session hosted by the purchasing county or the Ohio Secretary of State. The video must be closed captioned for the visually impaired.

IX. Vendor Support

The vendor must provide an employee or agent to serve as a principal point of contact with the Ohio Secretary of State’s office and each and every purchasing county board of elections. This employee or agent shall be responsible for coordinating the delivery, receipt, acceptance testing, and setup of the voting system at a site designated by the purchasing county board of elections. This employee or agent also shall be responsible for coordinating the required training with the Director and Deputy Director of the county’s board of elections.

The price of the voting system must include on-the-ground, in-person support from the vendor for pre-election programming, setup, and ballot creation; pre-election logic and accuracy testing; setup for in-person absentee voting; setup for Election Day voting; Election Day support and troubleshooting assistance; tabulation and reporting of results both for the unofficial and official canvass; and post-election testing and reporting for the first election during which the voting system is used.

The vendor’s on-the-ground, in-person support person must be familiar with Ohio elections; well-trained in the use of the voting system; conversant in the English language; licensed and insured to drive within Ohio; have reliable transportation that can accommodate the transport of voting equipment from the purchasing county board of election’s office to a polling location; and have immediate access to other employees or agents of the vendor who can provide additional assistance if necessary.

The vendor must disclose whether the vendor, a third party, or an independent contractor is available to an Ohio county to provide support for pre-election programming, setup, tabulation, and reporting after the first election and the current cost of such support.

X. Escrow

The vendor must maintain an escrow agreement covering all source codes of the voting system for a period of ten years from the date of delivery to and acceptance by a purchasing county board of elections. The Ohio Secretary of State shall have the right to access the source codes in escrow. The vendor must pay all costs associated with 1) placing the codes in escrow and 2) verifying that the vendor has placed the codes in escrow (note: the escrow agent conducts this verification and charges a separate fee for this service).

PRICING PAGES

The following links provide the pricing pages for all Contractors on this Contract.

[Clear Ballot Pricing Pages](#)

[Dominion Voting Pricing Pages](#)

[Election Systems and Software \(ES&S\) Pricing Pages](#)

[Everyone Counts Pricing Pages](#)

[Hart InterCivic Pricing Pages](#)

[Unisyn Voting Solutions Pricing Pages](#)

RBM Consulting (partner)

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

0000243676
Clear Ballot Group, Inc.
7 Water St., Suite 7
Boston, MA 02109

CONTRACTOR'S CONTACT: James Rundett

BID CONTRACT NO.: RS902317-1

TERMS: 2% 10 Days, Net 30 Days

DELIVERY: As Specified

Toll free: (855) 536-8425
Office: (857) 250-4961
Cell: (401) 575-7500
FAX: (855) 830-4219
E-mail address: james.rundlett@clearballot.com

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

0000189168
Dominion Voting Systems, Inc.
1201 18th St., Suite 210
Denver, CO 80202

CONTRACTOR'S CONTACT: Mark Beckstrand

BID CONTRACT NO.: RS902317-2

TERMS: Net 30 Days

DELIVERY: As Specified

Office: (828) 301-7670
FAX: (303) 291-3909
E-mail address: mark.beckstrand@dominionvoting.com

Remit to address:
Dominion Voting Systems, Inc.
PO Box 538214
Atlanta, GA 30353-8214

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

000080884
Election Systems & Software, LLC
11208 John Galt Blvd.
Omaha, NE 68137

CONTRACTOR'S CONTACT: Craig Seibert

BID CONTRACT NO.: RS902317-3

TERMS: Net 30 Days

DELIVERY: As Specified

Office: (402) 321-3865
FAX: (402) 970-1291
E-mail address: cwseibeert@essvote.com

Remit to address:
Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674

Subcontractor:

Thinking further, Inc.
7325 English Garden Lane
Cincinnati, OH 45230

SUBCONTRACTOR'S CONTACT: Dan Shebesta

Telephone: (513) 477-0021
E-mail address: dshebesta@essvote.com

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS902317-4

000232296
Everyone Counts, Inc.
4225 Executive Square, #800
San Diego, CA 92037

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Brandon Johnson

Office: (858) 427-4673
E-mail address: Brandon.johnson@everyonecounts.com

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS902317-5

0000093327
Hart InterCivic
15500 Wells Port Dr.
Austin, TX 78728

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Lawrence Leach

Office: (512) 567-3831
FAX: (800) 831-1485

E-mail address: lleach@hartic.com

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS902317-6

0000244319
Unisyn Voting Solutions, Inc.
2310 Cousteau Court
Vista, CA 92081

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Barry Herron

Office: (419) 833-3883 or
(214) 585-2895

FAX: (760) 598-0219

E-mail address: bherron@unisynvoting.com

Remit to address:
RBM Consulting, LLC
7525 E 39th St., Suite 700
Indianapolis, IN 46226

Subcontractor:

RBM Consulting, LLC
7525 E 39th St., Suite 700
Indianapolis, IN 46226

SUBCONTRACTOR'S CONTACT: Dan McGinnis

Telephone: (402) 216-9808 or
(866) 434-5669

E-mail address: dmcginnis@gorbm.com