

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: VOTING SYSTEMS

CONTRACT No.: OT902619

EFFECTIVE DATES: 11/21/18 to 06/30/23

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902619 that opened on 10/26/18. 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 [Instructions to Bidders](#) and [Standard Terms and Conditions](#), 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 36 months unless the Contracting Agency determines that additional renewal is necessary.

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 Web site 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 | 3-7 |
| Amendments to Contract Terms and Conditions | 3 |
| Delivery and Acceptance | 3 |
| Multiple Award Contract..... | 3 |
| Descriptive Literature | 3 |
| Bid Conference | 3 |
| Certified Vendors | 3 |
| Newly Certified Vendors or Products | 3 |
| Bid Evaluation..... | 3 |
| Contract Award | 3 |
| Fixed-Price with Economic Adjustment..... | 4 |
| Most Favored Nation Status | 4 |
| Cooperative Purchasing Contract..... | 5 |
| Contractor Quarterly Sales Report..... | 5 |
| Insurance | 5-7 |
| Additional Insured Status | 6 |
| Primary Coverage | 6 |
| Notice of Cancellation or Material Change..... | 6 |
| Waiver of Subrogation..... | 6 |
| Deductibles and Self-Insured Retentions | 6 |
| Claims Made Policies | 7 |
| Verification of Coverage | 7 |
| Special Risks or Circumstances | 7 |
| Equipment and Software Warranties | 7 |
| Specifications and Requirements..... | 8-10 |
| Definitions | 8 |
| Introduction | 8 |
| Payment and Deliverables | 8 |
| Vendor Requirements | 9 |
| System Requirements..... | 9 |
| Service and Maintenance | 10 |
| Software License | 10 |
| Training Requirements..... | 10 |
| Vendor Support..... | 10 |
| Escrow | 10 |
| Pricing Schedule | 11 |
| Contractor Index..... | 12-13 |

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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the site(s) designated by the participating agency within 90 days after receipt of order or on date agreed to by the vendor and the participating agency. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

DESCRIPTIVE LITERATURE: Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, include price lists submitted as part of the Contractor's bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the Contractor must submit the new price list to any participating agency within ten (10) calendar days of the date of approval by DAS. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g., F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio.

BID CONFERENCE: A bid conference will be held on 10/01/18 at DAS General Services Division, Buckeye Conference Room, 4200 Surface Road, Columbus, OH 43228 to discuss the requirements of the bid. Interested parties may also call 1-614-230-0229, Meeting ID# 39976# in lieu of attending in person. The conference will commence promptly at 10:00 a.m. EST, barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

CERTIFIED VENDORS: The only vendors that may Bid and be awarded a Contract are those that have an Electronic Voting Machine Solution/System certified by the Ohio Secretary of State.

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

BID EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate Table A, "State-Funded Items" on the Bid Price Page of this Invitation to Bid.

CONTRACT AWARD: The Contract will be awarded to all responsive and responsible Voting Machine Vendors, who have an Electronic Voting Machine Solution/System certified by the Secretary of State, based upon costs provided in "State-Funded" Items (Table A) and "Non-State-Funded" Items (Table B) submitted on the Bid Price page. Failure to provide all required items may result in the bidder being deemed non-responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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 the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

MOST FAVORED NATION STATUS: For all items listed in the category of "State-Funded" on the Bid Price Page, all of the benefits and terms granted by Contractor herein are at least as favorable as the benefits and terms granted by Contractor to any previous buyer of the hardware/software described in this Agreement for twelve (12) months. Should Contractor enter into any subsequent agreement with any other buyer, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide the State with those more favorable benefits and terms. DAS will validate pricing with the Contractor every six (6) months to ensure Most Favored Nation Status is in effect.

Contractor shall notify DAS promptly of the existence of such more favorable benefits and terms for any item listed in the category of "State-Funded," and the State shall have the right to receive the more favorable benefits and terms in the form of a refund of the difference between the cost offered to or paid by the State during the terms of this Agreement and the more favorable cost offered to or paid by another buyer. The State and the Contractor shall determine the appropriate amount to be refunded to the State, and instructions for submitting the refund to the State shall be provided in writing to the Contractor. The Contractor shall submit the refund in the amount determined by the State and the Contractor within thirty (30) days of receipt of the written instructions for submitting the refund. If requested in writing by the State, Contractor also shall amend this Agreement to contain the more favorable terms and conditions.

COOPERATIVE PURCHASING CONTRACT: 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, the Secretary of State, 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 for any item(s) in Table B of the Bid Price that has been selected by a political subdivision or for any items in Table A of the Bid Price that exceed the county's allocated funding amount by 2018 Am. Sub, S.B. 135 (132nd Ohio General Assembly). 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, unless terminated in accordance with the terms 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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

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) cosmetic damage, including, but not limited to, scratches, dents and broken plastic or (ii) defects caused by normal wear and tear. All equipment warranty services shall be provided at Vendor's designated location unless the county specifically has selected and purchased a service that provides for onsite repairs to hardware. This warranty is effective provided that (i) Customer or the county 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, Customer, or county, 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) the county has installed and is using the version of the software 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) the county is using third party items which have been approved by Vendor in writing for use with the equipment and Vendor provided software, (ii) the county is using the version of the software 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.

SPECIFICATIONS AND REQUIREMENTS

I. Definitions

“EAC” is the United States Election Assistance Commission.

“Vendor” means the person that owns, manufactures, distributes, or has the legal right to sell or control the use of the voting system, 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. It includes “State-Funded” Items (Table A of the Bid Price) and some “Non-State-Funded” Items (Table B of the Bid Price).

“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.

“Customer” is the Ohio Secretary of State or State.

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 should include the following equipment:

1. One American with Disabilities Act (ADA) accessible voting unit per polling location and in-person absentee voting location (required by Ohio Revised Code §3506.19). 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 item listed above. A county must be able to purchase additional equipment during the duration of this Invitation to Bid 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 the Customer must be shipped F.O.B. Destination Prepaid to a site designated by the county that has selected the system. The total cost due to the vendor for any and all “State-Funded” items is payable by the State 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. The county is liable for the cost of “State-Funded items that exceed the county’s allocated funding amount by 2018 Am. Sub, S.B. 135 (132rd Ohio General Assembly).

SPECIFICATIONS AND REQUIREMENTS (continued)

The total cost due to the vendor for any and all "Not State-Funded" items selected by a county is payable by the county pursuant to the terms of an agreement entered into between the county and the vendor. The county is liable for the cost of any item in Table B of the Bid Price that has been selected by a county.

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 EAC 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 county's board of elections.

V. System Requirements

The voting system must be approved by the Ohio Board of Voting Machine Examiners and certified by the Ohio Secretary of State before it can be purchased for 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 EAC.
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 include an ADA-accessible and compliant voting machine.
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, Tenex, 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](#).

SPECIFICATIONS AND REQUIREMENTS (continued)

VI. Service & Maintenance

The cost of the required service and maintenance must be itemized in Tables A and B of the Bid Price. The vendor must provide detailed pricing for five years beyond the expiration of the initial five years of acquisition and use of the system. If the anticipated life cycle of the system is believed to be greater than ten years, the vendor must provide detailed pricing estimates for service and maintenance for that time period beyond the expiration of the first ten years of acquisition and use of the system.

In addition to pricing, 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 when submitting its pricing in response to this Invitation to Bid 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 cost of any and all required software licenses must be itemized in Tables A and B of the Bid Price. The vendor must provide detailed pricing for continued licensing for an additional five years beyond the expiration of the initial five years of acquisition and use of the system. 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.

In submitting pricing in response to this Invitation to Bid, the vendor hereby consents that any and all software licensing is transferrable among Ohio counties that acquired the voting system through this Invitation to Bid without additional cost to any county or the State.

VIII. Training Requirements

The vendor must provide the cost of training for any county that acquires its voting system in Table B of the Bid Price. The county selecting the voting system is responsible for any and all costs associated with training and itemized in Table B of the Bid Price.

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 county that selects its voting system. 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 county board of elections. This employee or agent also shall be responsible for coordinating training selected by the county board of elections with the Director and Deputy Director of the county's board of elections.

In submitting its pricing in response to this Invitation to Bid, 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.

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 SCHEDULE

[Clear Ballot Price Sheet](#)

[Dominion Price Sheet](#)

[ESS Price Sheet](#)

[Hart Price Sheet](#)

[Unisyn Price Sheet](#)

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000243676
Clear Ballot Group, Inc.
2 Oliver Street, Floor 2
Boston, MA 02109

BID CONTRACT NO.: OT902619-1

DELIVERY: 90 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Bill Murphy

Telephone: (857) 250-4961
Email: bill.murphy@clearballot.com

CONTRACTOR AND TERMS:

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

BID CONTRACT NO.: OT902619-2

DELIVERY: 90 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Mark Beckstrand

Toll Free: (866) 654-8683
Telephone: (828) 301-7670
Email: mark.beckstrand@dominionvoting.com

CONTRACTOR AND TERMS:

0000080884
Election Systems & Software, LLC
11208 John Galt Blvd.
Omaha, NE 68137

BID CONTRACT NO.: OT902619-3

DELIVERY: 90 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Richard J. Jablonski

Toll Free: (800) 247-8683
Telephone: (402) 970-1100
FAX: (402) 970-1282
Email: djablonski@essvote.com

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

CONTRACTOR AND TERMS:

0000093327
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, TX 78728

BID CONTRACT NO.: OT902619-4

DELIVERY: 90 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Lawrence Leach

Toll Free: (800) 223-4278
Telephone: (512) 252-6400
FAX: (800) 831-1485
Email: lleach@hartic.com

CONTRACTOR INDEX (continued)

CONTRACTOR AND TERMS:

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

BID CONTRACT NO.: OT902619-5

DELIVERY: 90 Days ARO

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Barry Herron

Telephone: (419) 833-3883
FAX: (760) 598-0219
Email: bherron@unisynvoting.com

Remit to Address:
RBM Consulting, Inc.
6925 East 96th Street, Suite 200
Indianapolis, IN 46250

Subcontractor:

RBM Consulting, Inc.
6925 East 96th Street, Suite 200
Indianapolis, IN 46250

SUBCONTRACTOR'S CONTACT: Dan McGinnis

Telephone: (312) 952-0913
Email: dmcginnis@gorbm.com
