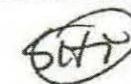


Consent i

**SHERBURNE COUNTY**  
**REQUEST FOR BOARD ACTION**

Requested Board Date: 4/5/2016	Originating Department:
Flexibility: YES <input checked="" type="checkbox"/> NO	Auditor/Treasurer
Agenda Item:  Authorization for County Board Chairman to sign the Master Terms and Conditions Agreement with Dominion Voting System for the Purchase of Election Equipment for the upcoming 2016 Primary and General Election.	Diane Arnold
	Estimated Time:  <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour
<p><b>Board Action Requested:</b></p> <p><input type="checkbox"/> Information/Review <input checked="" type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change</p> <p>the County Board Chairman to sign the Master Terms and Conditions agreement and authorize the Auditor/Treasurer to sign the Attachments to the Master Terms and Conditions Agreement with Dominion Votes for Sherburne County's new election equipment. This includes related election hardware, software, licenses, warranties &amp; all election services needed by the county, cities and townships.</p>	
<p><b>Background:</b> (Attach additional pages if needed)</p> <p>In October 2015, Sherburne County issued an RFP for voting equipment, software and services. December 15, 2015 the County Board approved to enter into a purchase agreement with Dominion Votes for new election equipment for Sherburne County starting with the 2016 Election year. The County Attorney's office has reviewed and approved of the language in the attached documents reflecting that agreement of services to be provided by Dominion Votes.</p>	
<p><b>Supporting Documents:</b> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None</p> <p>Department Head Signature/ <u>Diane Arnold</u> 3-21-2016</p>	
<p>Administrator's Department Signature/Date: </p>	
<p><b>BOARD ACTION</b> <input checked="" type="checkbox"/> Approved as Requested <input type="checkbox"/> Denied <input type="checkbox"/> Tabled <input type="checkbox"/> Accepted Report  <input type="checkbox"/> Other</p>	
<p>Date of Action: <u>4-5-16</u></p>	
<p>Comments:</p>	
<p>County Administrator's Signature/Date: </p>	

## **MASTER TERMS AND CONDITIONS AGREEMENT DOMINION VOTING SYSTEMS, INC. & SHERBURNE COUNTY**

This Master Terms and Conditions Agreement (the "Agreement") is made and entered into this 5<sup>th</sup> day of March, 2016 (the "Effective Date"), by and between Dominion Voting Systems, Inc., a Delaware corporation ("Dominion"), and the County of Sherburne, a political subdivision of the State of Minnesota (the "County").

WHEREAS, Dominion is a corporation, who designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems; and

WHEREAS, the County seeks to enter into an Agreement with Dominion for the acquisition of a voting system, hardware and software licenses and related solutions, and ongoing maintenance and support and

WHEREAS, the Parties agree that Dominion shall license the Software and perform the services described in the Agreement, Attachments, Exhibits, or Addendums as agreed to between the Parties.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Dominion hereby agree that Dominion will license, sell and furnish County with the voting system, including the products and services defined as follows:

### **1. Composition of Agreement**

This Agreement is comprised of these master terms and conditions together with Attachments 1 through 6, incorporated herein by reference. In the event of a conflict in terms of language among the master terms and conditions contained herein and Attachments, the master terms shall govern. Unless otherwise specifically stated, in the event of a conflict in terms of the language among the Attachments, the following order of precedence shall govern:

#### **Master Terms and Conditions**

**Attachment 1: Pricing Summary and Deliverables Description**

**Attachment 2: Software License Agreement**

**Attachment 3: Maintenance and Service Level Agreement**

**Attachment 4: Project Implementation Plan Agreement**

**Attachment 5: Dominion's Response to Request For Proposals For new Voting System issued by County**

**Attachment 6: Request For Proposals for new Voting System issued by County**

2. **Scope of Services**

2.1 **Services**. Under the terms of this Master Terms and Conditions, Dominion shall provide general products and services ("Services") to County which may include, but shall not be limited to:

- **Software Licensing**
- **Software and Hardware Implementation Services:** Services required for installation such as hardware delivery, software installation, server configuration, testing and training.
- **Software Maintenance and Support:** Services such as bug fixes, telephone support, software updates and enhancements beyond the warranty set forth in any software license agreement, following implementation and go-live by County.
- **Additional Services:** Unanticipated services requested by County on an "as needed" basis that County determines are in its best interests and Dominion is capable and willing to perform. Costs and fees associated with such additional services shall be billed as set forth in the attachments to this Agreement or will be separately negotiated by the parties if not already addressed by this Agreement or the Attachments.

2.2 **Acceptance of Services**. Services provided and identified in this Agreement, or within any of its Attachments, shall be considered accepted for the purpose of achieving "Acceptance" status as set forth in the Project Implementation Plan Agreement, hereinafter referred to as "**Attachment 4**".

3. **Compensation and Terms of Payment**

3.1 **Compensation – Implementation/One Time Costs**. Total compensation under this agreement for voting system initial implementation as described in the Attachments shall not exceed **\$480,460.00**.

Itemized costs for each deliverable is subject to the specific costs for individualized hardware, software, technical facilities and other related services outlined in the Pricing Summary and Deliverables Description contained in **Attachment 1**. If the County determines the need to add additional items in the future, the pricing outlined in **Attachment 1** shall be valid through December 31, 2017.

- 3.2 Compensation – Software Licensing 5 Year Agreement. Total compensation under this agreement for software licensing and support for a five (5) year term, commencing one (1) year after contract execution, will be **\$113,690.00** (\$22,738 annually). Itemized costs for each license is subject to the specific costs outlined in the Software License Agreement, hereinafter referred to as “Attachment 2”.
- 3.3 Compensation – Hardware Maintenance and Support 4 Year Agreement. Total compensation under this agreement for hardware maintenance and support for a four (4) year term, commencing two (2) years after contract execution, will be **\$46,700.00** (\$11,675 annually). Itemized costs for professional service for maintenance and support is subject to the specific costs outlined in the Maintenance and Service Agreement, hereinafter referred to as “Attachment 3”.
- 3.4 Terms of Payment. Dominion shall submit invoices on a monthly basis to the authorized agent of the County for payment of work completed, and deliverable accepted by the County, according to the fees, timelines and payment dates pursuant to this Agreement. The County shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.

#### **4. Condition of Payment**

All services provided by Dominion pursuant to this Agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

#### **5. Effective Date of Contract**

This Agreement shall be effective as of the Effective Date.

#### **6. Term of Contract**

This Agreement shall commence immediately upon the Effective Date and shall continue until April 1, 2022, (a term of six (6) years), providing however, and subject to, the Parties electing to extend or renew this Agreement subject to formal approval of the extension or renewal by the Sherburne County Board of Commissioners and possible annual price increases agreed to by the parties after the Initial Period as defined in and in accordance with **Attachment 2**. The Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions in **Attachment 2**.

7. **Authorized Agents**

The Parties shall appoint authorized agents for the purpose of administration of this Agreement.

Dominion is notified of the authorized agent of Sherburne County as follows:

Diane Arnold  
Sherburne County Auditor/Treasurer  
Sherburne County Government Center  
13880 Business Center Drive NW  
Elk River, MN 55330

The County is notified the authorized agent for Dominion is as follows:

Executive Vice President  
Operations & General Counsel  
Mike Frontera  
1201 18<sup>th</sup> St., Suite 210  
Denver, CO 80202  
(720) 257-5209, ext 9204  
[mike.frontera@dominionvoting.com](mailto:mike.frontera@dominionvoting.com)

8. **General Terms, Conditions and Assurances Contained in Attachment 6**

The general terms, conditions and assurances set forth in "Attachment 1 – Contract Terms" to the County's RFP, which is incorporated into this Agreement as part of **Attachment 6**, shall govern this Agreement.

9. **Confidential Information**

To the extent permitted by law, the County agrees that it will not reveal, divulge or make known to any person, the firm, or corporation any of Dominion's trade secret or confidential information during or after the term of this Agreement. Subject to Section 8.5 above, Dominion's trade secret and confidential information includes, without limitation, Dominion Software source code and associated documentation, and all computer programs, compilations, data and documentation which is deemed to be trade secret data or otherwise not public data pursuant to the Minnesota Data Practices Act. Any specific information that Dominion claims to be confidential must be clearly identified as such by Dominion. To the extent consistent with Public Record Laws, including the Minnesota Data Practices Act, the County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to

view such confidential information, the County will notify Dominion of the request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**10. Title and Risk of Loss to the System, Excluding All Software**

Title to the System, or any portion thereof, excluding software and firmware, will pass to the County upon delivery.

**11. Warranties**

Dominion expressly warrants that all goods and products and workmanship provided under this Agreement shall conform to the specifications as described in this Agreement. Dominion shall replace any non-conforming goods and products and remedy any defects in the work, at its own expense, that shall appear for a period of twelve months from the date of final acceptance by the County of the goods or products. Unless otherwise specified in this Agreement, the County will give notice of observed defects with reasonable promptness.

**12. Third Party Warranties**

The warranties of this Agreement do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to the County all warranties such manufacturers make to Dominion regarding the operation of the third party products.

**13. Limitation of Third Party Liability**

Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement for third party liability, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement.

The liability of the County for any claims arising under this Agreement is subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466, and other applicable laws.

Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred any third party, whether in an

action in negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

14. **Access to Premises**

The County shall arrange access as necessary to work sites for Dominion for the purpose of performing the work described in this Agreement.

15. **County Network Connection**

Dominion acknowledges that this Agreement does not authorize Dominion to make any connection to the County's network through the use of any hardware or through a Virtual Private Network (VPN). In the event a VPN or other network connection becomes necessary or convenient during the term of this Agreement, Dominion shall not make any such connection without first obtaining the express written consent of the County's Information Technology Director and executing and delivering to the County copy of the County's then-current Information Technology Usage Agreement.

16. **Notices**

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of the County or to the authorized agent of Dominion at its address stated as follows:

To County: Diane Arnold  
Sherburne County Auditor/Treasurer  
Sherburne County Government Center  
13880 Business Center Drive  
Elk River, MN 55330

To Dominion: Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Ste. 210  
Denver, CO 80202

17. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, the legal relations between the parties and performance under the Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Sherburne, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within

the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**18. Wage Withholding Tax**

Pursuant to Minn. Stat. § 270C.66, the County will make final payment to Dominion only upon satisfactory showing that Dominion and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties or interest arising from this contract. A certificate by the commissioner of revenue (Minnesota Department of Revenue Form IC-134) shall satisfy this requirement with respect to Dominion or any subcontractor.

**19. Successors and Assigns**

Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County, with written notice to the County.

**20. Severability**

This Agreement, and the Parties' actions under this Agreement, shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid, enforceable, and binding upon the parties to the fullest extent permitted by law, unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the expressed intent of the parties as set forth herein to the fullest extent permitted by law.

One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**21. Entire Agreement**

This Agreement and its Exhibits and Attachments incorporated herein by reference constitute the entire Agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either Party unless in writing and signed by the authorized agents of the County and Dominion.

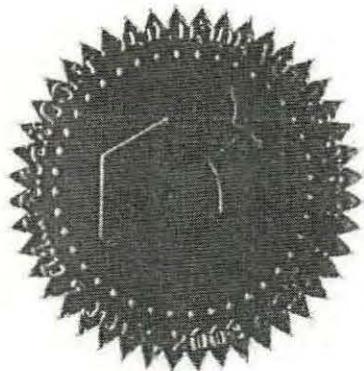
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DOMINION VOTING SYSTEMS, INC



By: John Poulos, President & CEO

Date signed: 3/17/16

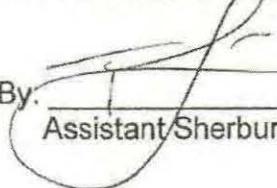


SHERBURNE COUNTY, MN

By: Ewald Petersen  
Ewald Petersen, Chair

Date signed: 4-5-2016

APPROVED AS TO FORM:

By: Assistant Sherburne County Attorney  


**Attachment 1:**  
**Pricing Summary and Deliverables Description**

1. **Pricing Summary.** Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing is in U.S. Dollars.

Description	Quantity	Unit Price	Extension Price
<b>Precinct Tabulation Hardware &amp; Software</b>			
ICE Tabulator with Dual Display	37	\$8,500.00	\$314,500.00
ICE Accessible Voting kit – 15"	37	\$240.00	\$8,880.00
ICE Ballot Box - Plastic	37	\$1,000.00	\$37,000.00
ICE External Wireless Modem	37	\$220.00	\$8,140.00
ICE Tech Key - Yellow	30	\$25.00	\$750.00
Flash Memory Card 8GB	74	\$100.00	\$7,400.00
Compact Flash and iButton Labels (100 sheets)	1	\$110.00	\$110.00
ICE Paper Roll	75	\$3.00	\$225.00
ICE Ink Cartridge	74	\$25.00	\$1,850.00
ICE Carrying Cases	37	\$245.00	\$9,065.00
ICE Cleaning Sheets	37	\$17.00	\$629.00
<b>Subtotal – Precinct Tabulation</b>			<b>\$388,549.00</b>
<b>Central Scanning Hardware and Software</b>			
G1130 Scanner and software	1	\$25,000.00	\$25,000.00
ICC I-button security keys	2	\$25.00	\$50.00
<b>Subtotal – Central Scanning</b>			<b>\$25,050.00</b>
<b>Election Management System Software</b>			
Democracy Suite Software System License	1	\$34,000.00	\$34,000.00
ImageCast Communications Manager	1	\$7,000.00	\$7,000.00
Voice Synthesis Software - 2 Voice License	1	\$1,050.00	\$1,050.00
EMS Desktop workstation	1	\$1,850.00	\$1,850.00
MS SQL Server License	1	\$2,500.00	\$2,500.00
Automated Test Deck	1	\$4,500.00	\$4,500.00
<b>Subtotal:</b>			<b>\$50,900.00</b>
<b>Election Management System Hardware</b>			
EMS Server - Base	1	\$6,600.00	\$6,600.00
I-Button Programmer with USB Adapter	1	\$50.00	\$50.00
KVM Switch - 4 Port	1	\$80.00	\$80.00
Mini Server Rack - StarTech	1	\$900.00	\$900.00
Monitor - 20" - LCD	1	\$250.00	\$250.00

Description	Quantity	Unit Price	Extension Price
Power Strip (Rack Mount)	1	\$180.00	\$180.00
Smart UPS 1500 (tower)	1	\$1,270.00	\$1,270.00
Compact Flash Reader/Writer	1	\$75.00	\$75.00
Dell PowerConnect 2816	1	\$400.00	\$400.00
Listener Server - Base	1	\$5,200.00	\$5,200.00
WatchGuard Firewall Protection	1	\$2,700.00	\$2,700.00
EMS Report Printer - B1260DN	1	\$250.00	\$250.00
Network Cable – CAT 6-UTP Patch Cable	1	\$15.00	\$15.00
<b>Subtotal:</b>			<b>\$17,970.00</b>
<b>Implementation, Training and Support Services</b>			
<b>Training</b>			<b>\$17,500.00</b>
Onsite User Training EMS/RTR and media programming			
Onsite User Training - ICE			
Onsite User Training - ICC			
<b>Implementation</b>			<b>\$32,400.00</b>
ICE acceptance testing			
ICC Acceptance testing			
EMS Equipment Installation and Acceptance Testing			
On and off site Project Management			
<b>1<sup>st</sup> Year election services</b>			<b>\$31,840.00</b>
Mock election preparation and onsite support			
5 days onsite support			
Election programming of Primary and General (\$4890 per election)			
<b>Disposal of legacy hardware</b>			<b>\$4,000.00</b>
2 <sup>nd</sup> year hardware warranty included in initial purchase – required by RFP			<b>\$10,175.00</b>
<b>Subtotal</b>			<b>\$578,384.00</b>
<b>Estimated Shipping:</b>			<b>\$9,076.00</b>
<b>Discounts:</b>			<b>(\$107,000.00)</b>
<b>Purchase Price:</b>			<b>\$480,460.00</b>

2. Payment Terms

- 2.1 Dominion shall provide invoices to County in the following manner:
  - 2.1.1 Upon Acceptance of each System item listed in this Attachment 1;
  - 2.1.2 Upon completion of all service items listed in this Attachment 1;
  - 2.1.3 Upon delivery of all accessory items listed in this Attachment 1.
- 2.2 County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the County. If the County is exempt from taxes, County shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.

3. Detailed Description

- 3.1 ***ImageCast® Evolution (ICE) Scanner and Tabulator (Hardware and Software)*** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the County shall consist of the following items:
  - 3.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - 3.1.2 Two (2) Compact Flash 4GB memory cards.
  - 3.1.3 One (1) integrated 19" diagonal full color display with built-in touch screen.
  - 3.1.4 One (1) external 19" diagonal full color display for use as an assistive voter device.
  - 3.1.5 An internal thermal printer and one (1) paper roll for generating reports.
  - 3.1.6 An integrated inkjet printer for producing marked paper ballot during accessible voter sessions.
  - 3.1.7 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
  - 3.1.8 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
  - 3.1.9 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
  - 3.1.10 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts.
    - The top portion of the image contains a scanned image of the ballot.

- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1.11 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface). The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.

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

3.3 ***ImageCast® Central (ICC) Desktop Scanner.*** The ImageCast® Central Scanners includes the following components:

- 3.3.1 Canon DR-1130 high speed document scanner.
- 3.3.2 ImageCast® Central Software including third party Kofax VRS 4.5 software. 3.3.3 OptiPlex 9010 All-in-One with pre-loaded software and 19" monitor.
- 3.3.4 Switch & Cat5 RJ 45 Cables.
- 3.3.5 One (1) iButton Programmer

3.4 ***EMS System Hardware.*** Dominion will provide the EMS System Hardware required for operating the Democracy Suite Software system.

3.5 ***Democracy Suite EMS Software.*** The Democracy Suite EMS Software platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

- 3.5.1 **Election Event Designer (EED)** Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems, including systems operated by the Minnesota Secretary of State Office, or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.
- 3.5.2 **Results Tally and Reporting (RTR)** Client Application is the application used for the tally, reporting and publishing of election results.
- 3.5.3 **Automated Test Deck Application** is an application used to create accurate test decks for

running Pre-Logic and Accuracy Test with marking pattern requirements pursuant to the Minnesota Rules. The application can be used to access the election database and produce a set of print-ready PDFs and results tables.

3.5.4 ImageCast Communications Manager is an application that allows wireless cellular modem transmission of election results data from remote locations to a central location over a secure network.

3.6 **Implementation Services.** During the implementation phase of the Agreement, Dominion shall provide the following minimum services. Additional specifics regarding the project implementation plan are included in Attachment 4 of this Agreement.

3.6.1 Training. Dominion will provide the following training as described herein.

3.6.1.1 *ImageCast® ICE and ICC* — This training introduces the ImageCast® system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting. There will be two (2) days of ICE training and one (1) day of ICC training.

3.6.1.2 *Democracy Suite® EMS System* — This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (ICE, and ICC), automated test deck creation, loading elections, tallying results, and generating reports. There will be eight (8) days of training.

3.6.1.3 *Pollworker Train the Trainer*—This provides training to the County staff on operations of system setup, testing and troubleshooting. There will be one (1) days of training.

3.6.2 Non-Election Day support. Dominion will provide the following non-election day support activities as described herein. There will be a minimum of fourteen (14) days of non-election day support.

3.6.2.1 *Local Printing Facilities Certification* shall consist of provide technical specification requirements for printer certification and on-site quality control of test ballots.

3.6.2.2 *System Installation and Configuration* provided by Dominion shall consist of a minimum of one (1) day of on-site support technicians for the installation and configuration of the System.

3.6.2.3 *Support during the Pre-Logic and Accuracy Testing* provided by Dominion to supervise Pre-LAT activity.

3.6.3 Election Day Support. Dominion shall provide one (1) individual for three (3) days of direct on-site support for the Primary Election Day 2016 and one (1) individual for three (3) days of direct on-site support for the General Election Day 2016.

3.7 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.



**ATTACHMENT 2:**  
**SOFTWARE LICENSE AGREEMENT**

**1. GENERAL INFORMATION**

- 1.1 Dominion Voting Systems, Inc. ("Dominion") and Sherburne County ("County") hereby enter into a software license agreement subject to and governed by the terms and conditions of the Dominion Voting Systems, Inc. and Sherburne County Master Terms and Conditions Agreement.
- 1.2 Dominion grants a license to use the Software, as defined in this Agreement, to the County, subject to the additional terms and conditions defined in this Attachment.

**2. DEFINITIONS**

- 2.1 "Party" or "Parties" shall mean Dominion and/or County referred to individually as a Party or collectively as the Parties.
- 2.2 "Dominion Software" means software and firmware, and all enhancements and updates, hereafter provided to or obtained by the County in accordance with Specifications, licensed by the Dominion hereunder, in object code form, including all documentation therefore, as follows:
  - 2.2.1 "Democracy Suite® Software", Dominion's election management software associated with the ImageCast® voting system which includes Election Event Designer and Results Tally and Reporting.
  - 2.2.2 "ImageCast® Software", the software/firmware designed for use in the ImageCast® voting system.
- 2.3 "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in Attachments 6 and supplemented by Attachment 5 and user manuals or other applicable documentation provided by Dominion.
- 2.4 "Documentation" shall mean the user documentation describing the Software and providing guidelines for its use, and any and all additions and updates thereto provided to the County by Dominion, and any portion of the foregoing.
- 2.5 "Person" shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 2.6 "Services" shall mean all the support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to the County by Dominion pursuant to this Agreement and any application Schedule.

- 2.7 "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to the County pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
- 2.8 "System" shall have the same meaning as provided in the Project Implementation Plan Agreement (Attachment 4).

### **3. TERM OF AGREEMENT**

This Agreement is effective as of the Effective Date and expires on the day before the sixth anniversary of the Effective Date ("Initial Term"), unless earlier terminated or extended. After the Initial Term, this License Agreement may be renewed thereafter by agreement of the Parties unless or until terminated pursuant to the Master Terms and Conditions. The license shall terminate upon termination of the Master Terms and Conditions Agreement, this Software License Attachment, or the Software Maintenance and Support Attachment.

### **4. SOFTWARE LICENSE AND USE**

- 4.1 License to Software. Subject to the terms of this Agreement, Dominion grants the County and the local governmental units therein a non-exclusive, non-sub-licensable, non-transferrable, revocable, license to use the Software (including any applicable upgrades, enhancements, revisions or customizations to the Software made available through the modification, warranty or support provision of the Services Agreements), together with any Software-related documentation, for the County's own internal business purposes and solely in conjunction with the Software and hardware provided by the Dominion.
- 4.2 Title and Risk of Loss to Software. Software, including firmware, is licensed and not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 4.3 Third Party Software. The System may, now or in the future, include Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third party Software. County consents to the terms and conditions of the third party License Agreements by County's first use of System, provided that the County received written copies of the third party license agreements a reasonable time prior to first use.
- 4.4 Copies. County shall not copy the Software or Documentation in whole or in part except as expressly provided in this agreement. The County shall have the right to make unlimited copies of the Documentation for use by the County and election officials within the County, as its business needs shall reasonably require for back-up or training purposes, so long as County shall reproduce Dominions copyright and

proprietary notices on each copy. All copies of the Documentation shall be subject to the terms and conditions of this agreement.

4.5 Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in **Schedule B "PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS"** attached herein to this Agreement, Dominion grants to County and local governmental units therein a non-exclusive, non-transferable print copyright license as defined in Schedule B.

## 5. ADDITIONAL LICENSE TERMS

5.1 Reverse Engineering. County agrees that it will not cause or permit the reverse engineering, disassembly, or de-compilation of the Software, or Documentation, and that it will not sell, lease, license, disclose, hypothecate, give a security interest in, transfer, or rent the Software or Documentation to third parties or take any action that will adversely impact Dominion or Dominion's rights, title and interest in the Software. The County shall ensure that its employees and outside vendors comply with the terms of this agreement.

5.2 Return. Upon the expiration or termination of this agreement, the County shall immediately return to Dominion, or upon written approval of Dominion, certify as destroyed the Documentation and any and all copies of the Documentation, and any other Confidential Information provided by Dominion in connection with this agreement. Upon the request of Dominion, the County shall execute and deliver Dominion, an affidavit confirming the completion of the foregoing steps.

5.3 No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to County or any third party. Without limiting the foregoing sentence, County agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the County's jurisdiction.

## 6. PAYMENT SCHEDULE

In consideration of the grant of the license, the County shall pay Dominion the initial cost of all licenses according to the terms set forth in Attachment 1 of the Master Terms and Conditions Agreement between Dominion and Sherburne County. The Annual Software License Fees, set forth in Schedule A of this Agreement, shall be paid within thirty (30) days of receiving an invoice from Dominion. The County is responsible for all excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement, if such exist. Sherburne County is exempt from sales tax, and will provide Dominion with a sales tax exemption certificate.

## **7. UPGRADES AND CERTIFICATION**

**7.1 Upgrades.** In the event the Dominion, at its sole discretion, certifies a software upgrade under the applicable provision of the election laws and regulations of the State of Minnesota, Dominion will make the certified software upgrade available to the County at no cost. The County will bear the costs and labor of installing the software upgrade if such upgrade is required to be installed by the County outside of the annual maintenance performed by Dominion. If County requires the software upgrade to be installed at a time other than when annual maintenance is performed by Dominion, Dominion will provide the written instruction necessary to aid the County in completing the installation accurately and upon request and reasonable notice from the County, Dominion will provide assistance to the County in the installation of software at Dominions then current standard rates, on a time and materials basis.

**7.2 Certification Requirement.** Notwithstanding any other terms of this Agreement, Dominion will not provide, and will not be obligated to provide at any time under this Agreement, any upgrade, enhancement or other software update that has not been certified under the applicable provision of the election laws, rules, and regulations of the State of Minnesota.

## **8. SOFTWARE WARRANTY**

Dominion warrants that the Software, for a period of one (1) year following delivery to the County, will function substantially in accordance with the Specifications pursuant to the Express Warranty in Attachment 6. The County's remedies under this warranty shall include but not be limited to, at the County's sole option: (a) return of the Initial Software License Fee set forth in Attachment 3 of the Master Terms and Conditions Agreement between Dominion and Sherburne County (if any) for the Software, or (b) Dominion shall use reasonable effort to correct the material failure of the Software by a timeframe agreed to by the County. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Dominion or (ii) having been used by the County for purposes other than those for which the Software was intended and designed by Dominion.

## **9. PROHIBITED ACTS**

The County shall not, without the prior written permission of Dominion:

- 9.1** Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for the purpose of system backup.
- 9.2** Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software.
- 9.3** Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

**10. RETURN OF SOFTWARE**

Upon termination or expiration of this Agreement, the County shall (i) forthwith return to the County all Software in its possession or control, or, if so requested by Dominion, destroy all such Software from any electronic media, and certify in writing to Dominion that it has been destroyed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SHERBURNE COUNTY, MN

Diane Arnold

AUTHORIZED SIGNATURE

Diane Arnold

PRINTED NAME

Sherburne Cty Auditor / Treasurer

TITLE

April 7-2016

DATE

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

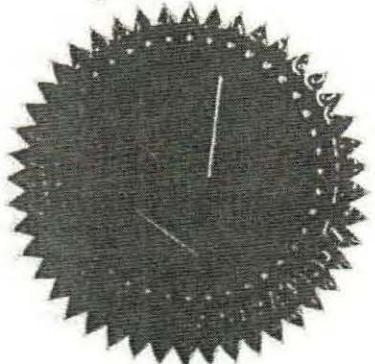
PRINTED NAME

President & CEO

TITLE

3/17/16

DATE



**SCHEDULE A**  
**PRICING AND PAYMENT SCHEDULE**

**Annual Software License Fee**

Annual software license term begins one year after acceptance testing.

<b>Quantity</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>Total</b>
1	Democracy Suite Annual Software License Fee	\$6,800.00	\$6,800.00
1	ImageCast Communications Manager Annual Software License Fee	\$1,400.00	\$1,400.00
1	Automated Test Deck Annual Software License	\$900.00	\$900.00
37	ICE with Dual Display – 12 Month Firmware License	\$299.00	\$11,063.00
1	ICC – 12 Month Firmware	\$2,575.00	\$2,575.00
	<b>TOTAL</b>		<b>\$22,738.00</b>

**Payment Terms:**

1. County shall pay the amounts indicated within thirty (30) days from receipt of Dominion's invoice.
2. The prices listed on this attachment shall be valid for the years 2016 through 2022.
3. To the extent this Agreement is extended for an additional year or years, pursuant to Section 3 of this Agreement, Dominion reserves the right to increase the Annual Software License Fees within three percent (3%) of the previous year's fee. If the Agreement is extended for an additional year or years, Dominion shall provide an addendum to this agreement, which must be signed by the authorized agents of both parties, for the prices agreed to therein.
4. The Addendum and pricing included therein shall start at the onset of the next contract term.

## SCHEDULE B

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

**1. Definitions.** For the purposes of this Agreement, the following are defined terms:

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from Dominion's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by Dominion.

**2. Print Copyright License and Use.**

a. Copyright License Grant.

Dominion grants to the County and local governmental units therein a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy Dominion's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule B

b. Copyright License Use

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

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

c. Rights and Interests

All rights, title and interest in the Material, including without limitation, any copyright, shall remain with Dominion.

**3. No Copyright Warranties**

DOMINION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**ATTACHMENT 3:**  
**MAINTENANCE AND SERVICE LEVEL AGREEMENT**

**1. GENERAL INFORMATION**

- 1.1 Dominion Voting Systems, Inc. ("Dominion") and Sherburne County ("County") have entered into a contract whereas Dominion will provide the County with systems and equipment for the purposes of conducting election processes; and
- 1.2 The County seeks to purchase hardware and software maintenance and support services from Dominion and Dominion is agreeable to providing such services subject to the following terms and conditions in this Agreement, subject to the Master Terms and Conditions between Dominion Voting Systems, Inc. and Sherburne County.

**2. DEFINITIONS**

- 2.1 "Party" or "Parties" shall mean Dominion and/or County referred to individually as a Party or collectively as the Parties.
- 2.2 "Hardware" means the 37 ImageCast Evolution precinct tabulator and ballot marking devices, the single ImageCast Central absentee ballot tabulator, and the system components and equipment identified on Attachment 1.
- 2.3 "Software" means the Dominion software as described in Section 2.2 of Attachment 2 (Software License Agreement).
- 2.4 "Specifications" means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in Dominion's response to the County's Request for Proposals (Attachment 5), and user manuals or other applicable documentation provided by Dominion.
- 2.5 "Documentation" shall mean the user documentation describing the hardware and software and providing guidelines for its use, and any and all additions and updates thereto provided to the County by Dominion, and any portion of the foregoing.
- 2.6 "Person" shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 2.7 "Services" shall mean all the support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to the County by Dominion pursuant to this Agreement and any application Schedule.
- 2.8 "Third Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Dominion hereunder.

### **3. TERM AND TERMINATION**

This Agreement is effective as of the Effective Date and expires on the day before the sixth anniversary of the Effective Date ("Initial Term"), unless earlier terminated or extended as provided for in this Agreement. After the Initial Term, this Service Level Agreement may be renewed thereafter for one-year periods, or multiple year periods if agreed to by both parties, unless or until terminated pursuant to the Master Terms and Conditions. The Agreement shall terminate upon termination of the Master Terms and Conditions Agreement, this Service Level Agreement, or the Software License Agreement.

### **4. SCOPE OF SERVICE**

**4.1 Hardware Services.** Dominion shall repair or replace the Hardware so that each item thereof operates in conformity in all material respects with the Specifications, so long as such Hardware is operated with its designated software and with Third-Party Products (if applicable) approved by Dominion for use with the Hardware. If any Hardware items listed in Section 5.1 fails to operate in conformity with the Specifications, during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Hardware. In addition, Dominion will provide annual preventative maintenance on each item in Section 5.1 of this Agreement.

The following services are among those that are not covered by this Agreement, but may be available at Dominion's current time and material rates:

- a. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
- b. Repair or replacement of Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Hardware modified by any person other than those expressly authorized in writing by Dominion;
- d. Repair or replacement of Hardware products from which the serial numbers have been removed, defaced or changed.

**4.2 Software Services.** In the event the County notifies Dominion of a problem experienced by the County in connection with the operation of the covered software as identified in Section 2.2 of Attachment 1, Dominion shall respond as provided in Section 4.3 of this Agreement herein.

**4.2.1 Installation of Software Upgrades.** In the event the Dominion, at its sole discretion, certifies a software upgrade under the applicable provision of the election laws and regulations of the State of Minnesota, Dominion will make the certified software upgrade available to the County at no cost. The County will bear the costs and labor of installing the software upgrade if such upgrade is required to be installed by the County outside of the annual maintenance performed by Dominion. If County requires the software upgrade to be installed at a time other than when annual maintenance is performed by Dominion, Dominion will provide the written instruction necessary to aid the County in completing the installation accurately and, upon request and reasonable notice from the County, Dominion will provide assistance to the County in the installation of software at Dominions then current standard rates, on a time and materials basis.

4.3 **Support Services.** Dominion will provide the services needed so as to maintain the covered hardware and software in good working order, keeping it free from material defects so that the hardware and software functions properly in accordance with the accepted level of performance for the Software as set forth in Attachments 2, 5 and 6, and for the Hardware as set forth in Attachments 5, 6 and Section 4.1 of this Agreement.

4.3.1 **Service Hours.** Dominion shall make available to the County, the person or person(s) names, telephone number(s), and e-mail address(s) for the County to call or contact requesting service of the Covered Software, Covered Hardware, or to report a problem or issue. The person(s) normal business non-election day hours shall be 8:00 – 5:00, Central Standard Time, Monday through Friday, excluding legal holidays. Extended coverage shall be provided for by Dominion for three (3) days (including Saturday and Sunday) prior to an Election day and for one day following Election day from 8:00 am to 8:00 pm Central Standard Time, unless otherwise agreed to in writing by both Parties. Service on Election Day shall be provided for by Dominion from 6:00 am until the last precinct in the County has reported, unless otherwise agreed to in writing by both Parties.

4.3.2 **Service Response Time.** On Election Day, any issues or problems with the operation of the Covered Hardware or Covered Software, Dominion shall use all commercially reasonable efforts to respond to the County within one (1) hour or less and resolve the issue within four (4) hours. For issues or problems encountered **outside of the Election Day**, Dominion shall respond as provided below:

Priority	Definition/Impact	Dominion's Response
1	The problem causes an immediate impact on the County's ability to manage, conduct and/or complete an Election. The problem has caused the County's use of the software or hardware, or a significant component thereof, to stop or substantially deviate from how the software or hardware is expected to operate. No timely workaround exists. All problems/issues reported within seven (7) business days prior to an election that has an issue reported in this section will automatically be priority (1) issues.	Dominion will use all reasonable effort to (i) respond to the County within one hour, indicating that Dominion has received the report of the issue or problem; (ii) provide an initial status report to the County within one (1) hour, and regularly communicate thereafter the status of the fix or resolution; (iii) provide the appropriate modifications or fixes to the hardware or software as soon as reasonably possible
2	The problem causes an impact on the County's ability to manage, conduct and/or complete an Election. A workaround is not available; however, processing can continue but in a restricted manner. All problems/issues reported within thirty (30) days prior to an election that has the issue reported in this section will be prioritized no less than priority (2) issues	Dominion will use all reasonable effort to (i) acknowledge receipt of error within two (2) hours; (ii) provide an initial status report to the County within two (2) hours following the receipt and regularly communicate thereafter the status of the fix or resolution; (iii) provide the appropriate modifications or fixes to the hardware or software within ten (10) business days prior to an election
3	The problem has a minor impact on the County's ability to manage, conduct and/or complete an Election. The problem does not prevent the expected operation of the Software or Hardware.	Dominion will use all reasonable efforts to: (i) acknowledge the receipt of the error within one (1) business day; and (ii) respond to the error within thirty (30) days with a proposed resolution
4	The problem has no impact on the County's ability to manage, conduct and/or complete an Election.	Dominion will use all reasonable efforts to: (i) acknowledge the receipt of the error within one (1) business day; and (ii) address the issue in a future upgrade or during the regularly scheduled maintenance period.

## 5. HARDWARE EXTENDED WARRANTY ITEMS AND PRICE

5.1 Annual Hardware Warranty Fee. The hardware warranty provided for in this section 5 shall begin following expiration of the initial two-year hardware warranty purchased by the County as shown on Attachment 1.

Quantity	Product Description	Unit Price	Total
37	ICE 12 Month Hardware Warranty	\$275.00	\$10,175.00
1	ICC 12 Month Hardware Warranty – G1130	\$1,500.00	\$1,500.00
<b>TOTAL</b>			<b>\$11,675.00</b>

### 5.2 Payment Terms:

5.2.1 County shall pay the amounts indicated within thirty (30) days from receipt of Dominion's invoice.

5.2.2 To the extent this Agreement is extended for an additional year or years, Dominion reserves the right to increase the warranty fees within three percent (3%) of the previous year's fee. If the Agreement is extended for an additional year or years, Dominion shall provide an addendum to this agreement, which must be signed by the authorized agents of both parties, for the prices agreed to therein.

## 6. HARDWARE WARRANTY DISCLAIMER AND LIMIT OF LIABILITY

6.1 Dominion Hardware Warranty. Without limiting the effectiveness of the Express Warranty in the Master Terms and Conditions Agreement, Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance.

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

6.2 Following the warranty period, services provided by Dominion shall be provided as described in Section 4 of this Agreement.

6.3 **No Other Warranties.** DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed  
intending to be bound thereby.

SHERBURNE COUNTY, MN

Diane Arnold

AUTHORIZED SIGNATURE

Diane Arnold

PRINTED NAME

Sherburne Cty Auditor/Treasurer

TITLE

Apr 17-2016

DATE

DOMINION VOTING SYSTEMS, INC.

J. P.

AUTHORIZED SIGNATURE

John Poulos

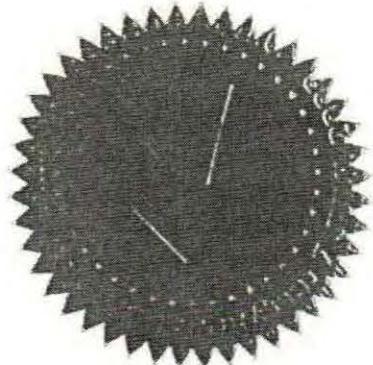
PRINTED NAME

President & CEO

TITLE

3/17/16

DATE



**Attachment 4:**

**Project Implementation Plan Agreement**

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and updated by Dominion, subject to the criteria in Attachment 6, or the occurrence of other events defined in Section 6.
  - 1.2. "Dominion Software" means software and firmware programs licensed to the County by Dominion and any associated documentation including the following:
    - 1.2.1. "Democracy Suite® Software," Dominion's election management software associated with the ImageCast® voting system which includes Election Event Designer and Results Tally and Reporting.
    - 1.2.2. "ImageCast® Software," the software/firmware designed for use in the ImageCast® voting system.
  - 1.3. "Dominion Hardware" means the ImageCast® Evolution Scanner or "ICE," a precinct level digital scanner and tabulator; and the ImageCast® Central Scanner or "ICC," a central digital scanner and tabulator, as more specifically herein.
  - 1.4. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 1.5. "License" has the meaning set forth in Section 6.
  - 1.6. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
  - 1.7. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to County pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
2. **Dominion's Responsibilities.** Dominion shall, in accordance with the Project Implementation Plan:
  - 2.1. Deliver the System and services as described herein.

ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

## 5. Software License and Use.

- 5.1. License. Upon mutual execution of this Agreement, Dominion grants to the County and local governmental units therein, and the County accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the Software License Agreement (Attachment 2).
- 5.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. County consents to the terms and conditions of the third party license agreements by County's first use of the System, provided that the county received written copies of the third party license agreements a reasonable time prior to first use.

## 6. Acceptance.

- 6.1. Dominion Software or Dominion Hardware. After delivery of Dominion Software or Dominion Hardware, the County will conduct acceptance testing of such units, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion, subject to the requirements of Attachment 6. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than twenty (20) business days after installation or completion of the applicable implementation stage, whichever is later.
- 6.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 6.1, upon completing the installation of the System, the County will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion, subject to the requirements of Attachment 6. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than twenty (20) business days after installation of the System.
- 6.3. System Conformance. So long as the System conforms with State and Federal election law requirements as of the Effective Date of the Agreement and has received the necessary certifications, County will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in the Agreement in a manner that does not affect the performance of the System, in whole or in part, and Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

7. **Warranties.**

- 7.1 Dominion Software Warranty. The Dominion Software warranty is subject to the Express Warranty in the Master Terms and Conditions Agreement and the Software License Agreement (Attachment 2).
- 7.2 Third Party Products. The warranties in this Sections 7 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to County all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 7.3 Dominion Hardware Warranty. The Dominion Hardware warranty terms and conditions shall be governed by the Express Warranty in the Master Terms and Conditions Agreement and the Hardware Maintenance and Service Level Agreement (Attachment 3). The initial Dominion Hardware Warranty shall remain in effect until one year after Acceptance.
- 7.4. No Other Warranties. Dominion DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. **Project Plan Description.** The Parties shall develop and finalize a Project Implementation Plan including a training and delivery schedule. A copy of a draft Project Implementation Plan is provided in Attachment 5 and incorporated herein by reference. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld. The parties acknowledge that the project plan provided in Attachment 5 is an initial draft of dates from which the final project plan will be derived

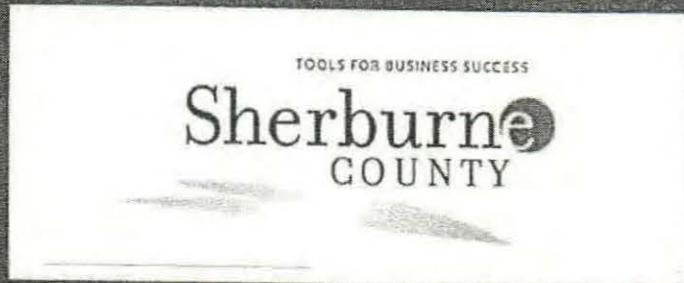
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DOMINION  
VOTING



Our customers come first

Request for Proposals for Election Equipment and  
Services  
Sherburne County



ORIGINAL COPY

Prepared for: Diane Arnold, Sherburne County Auditor/Treasurer

Prepared by: Dana LaTour

Phone: 775-223-7230

E-mail: [Dana.latour@dominionvoting.com](mailto:Dana.latour@dominionvoting.com)

Due date: November 16<sup>th</sup>, 2015

Sherburne County Request for Proposal  
Election Equipment and Services

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November 12<sup>th</sup>, 2015

## Letter of Introduction

Dear Ms. Arnold,

It is our privilege to submit this Request for Proposal response to Sherburne County, for a new 2005 EAC Certified Digital Scan vote counting system.

Dominion Voting Systems, Inc. welcomes the opportunity to participate in your planned deployment of new election automation solutions for increased accuracy, efficiency, and accountability. Dominion will provide the technical solutions, project methodology and dedicated service professionals to ensure a successful implementation of the system.

Our company is headquartered in Denver, CO, with support offices in Toronto, CA, Jamestown, NY, Dallas, TX and San Leandro, CA. Dominion currently services and supports over 1200 jurisdictions in the U.S., with more than 100,000 ImageCast voting units in use around the globe. We employ 180 election specialists with over 2,300 years in combined elections experience, and are firmly dedicated to continued growth to ensure the success of our customers.

Dominion's commitment to producing the highest quality election product is reflected in our heavy investment in development and engineering – ensuring our customers always have the product options they need.

1. A self-contained voting unit that is easy to store, deliver, and set up at the polling place. The ImageCast Evolution (ICE) is attached to a plastic ballot box with a protective cover for security, a handle and wheels for ease of movement, and no additional peripheral devices for the poll workers to manage.
2. A built-in ballot marking capability that allows ADA voting in the same manner, with the same ballot as all other voters. The ICE is the only EAC Certified Digital Optical Scan voting device that meets and/or exceeds that requirement.
3. A pricing and purchase procurement plan that is affordable, provides complete installation, training, service, and support, and protects the county against short term obsolescence. The Dominion Managed Services Plan, which is the first of its kind in the industry, spreads the investment and payments by the county over a long term contract by making it an annual operational cost instead of an upfront capital investment, leverages technological and legislative changes by vendor ownership retention with system upgrade options, and including all software licenses, hardware maintenance agreements, and election support costs as part of the annual contract payment.

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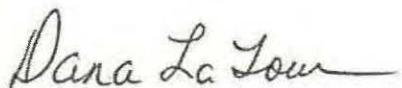
As you can see, we listened, learned, and have responded accordingly. The following detailed RFP response will further substantiate our competency and proficiency in new system provision.

We are excited about offering an alternative and competitive solution to Sherburne County. Just two weeks ago, Dominion Voting supported Dakota and Scott counties in the very successful first use of the ImageCast solution in Minnesota, and we look forward to the opportunity to work with other counties.

We hope you will recognize our sincere desire to develop a long term partnership with the Sherburne County and offer us the chance to make your county the new standard for exceptional election management.

Thank you again for this opportunity and your careful consideration of Dominion Voting System's proposal for a new ballot tabulation system.

Best Regards,



Dana LaTour  
Regional Sales Manager  
Dominion Voting System, Inc.

## Exhibit A- Scope of Services

### 1. Integration System Requirements

*1. Minimum requirements for all proposals included a fully integration system that consists of:*

- 1) Precinct ballot counters
- 2) Central ballot counter
- 3) Ballot marking devices
- 4) Printers required for precinct counters and ballot marking devices
- 5) System administrative components, implementation services
- 6) Post-implementation technical support and maintenance
- 7) Documentation
- 8) Staff training

*The proposed equipment shall be new and unused unless otherwise specified.*

#### **Dominion Voting response:**

Below is a list of individual components proposed as part of the Democracy Suite voting system. Pricing, quantities and other details are provided as part of the Cost and Fees Proposal.

##### 1. Precinct ballot counters:

- **ImageCast Evolution** precinct tabulator and ballot marking device. Each ICE tabulator includes:
  - Dual Display monitor
  - Internal Battery
  - Printer w/ Paper Roll
  - ATI Accessible Voting Kit
  - 2 Flash Memory Cards
  - 2 iButton security keys
  - ImageCast Evolution Plastic Ballot Box

##### 2. Central ballot counters:

- **ImageCast Central Express** absentee ballot tabulator. Each ICC tabulator includes:
  - Canon G1130 high speed scanner
  - ICC software (including third-party Kofax VRS software)
  - All in one workstation
  - One iButton security key programmer
  - One iButton security key
  - Cat5 RJ 45 cables
  - EMS Laptop and Compact Flash reader/writer.

##### 3. Ballot marking device:

- **ImageCast Evolution**

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4. Printers required for precinct counters and ballot marking devices
  - ImageCast Evolution includes an integrated printer
5. System components, implementation services
  - Election Management System, including:  
EMS hardware (server and related accessories)  
Software license  
Results Transfer Module software, workstation, and card reader/writer (optional)  
Wireless modem for precinct tabulator (optional)  
ImageCast Listener server and workstation if this option is selected.  
Automated Test Deck Module
6. Post implementation technical support and maintenance
  - Dominion Voting will ensure that post-implementation technical support is meets the needs of the County and all maintenance is covered as agreed between the County and Dominion.
7. Documentation:
  - Dominion will provide all minimum required documentation as prescribed in this RFP.
8. Staff training
  - Dominion will provide all training required to manage the system and all tabulators.

2. *System Components - Polling places*

- a. *Precinct ballot counters (Quantity: 38) and ballot boxes (Quantity: 34)*
- b. *Accessible ballot marking devices (Quantity: 35) for use by disabled voters and printer(if applicable)*
- c. *An original and duplicate memory device and all other materials needed to operate the precinct ballot counter and ballot marking device*

**Dominion Voting response:**

Dominion understands and will comply with this requirement. Please refer to response 1.1 for further details of system components for polling places.

3. *System Components - Absentee and Early Voting location*
  - a. *Central count ballot counter (Quantity: 1)*
  - b. *Components for operation of central count ballot counter*
  - c. *An original and duplicate memory device and other materials needed to operate the central ballot counter.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.3. Please refer to section 1.2 for central count ballot counter, components for operation, memory devices and additional components.

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4. *Administrative components – County elections office (including but not limited to the following)*
  - a. *Memory device preparation components*
  - b. *System administration components*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.4.

5. *Implementation services*
  - a. *Initial County elections staff training to be conducted at the County elections office at least 4 weeks before implementation of system*
  - b. *Ongoing technical support for County elections staff in System operations and administration, by telephone, email, webinar or other mutually agreeable method during normal business hours (central time)*
  - c. *On-site Election Day technical support for 3 days for County elections staff for State Primary*
  - d. *Trade in schedule for existing County voting system components*

**Dominion Voting response:**

Dominion understands and will comply with all items in this requirement except for item d. Dominion is offering a system-wide discount in lieu of trade in of existing counting system in Sherburne County. The delivery and disposal/ recycling of all system components can be assisted by Dominion Voting System. However, Dominion reserves the right to negotiate this requirement during contract negotiations with the County.

6. *Post-implementation services*
  - a. *Extended warranty or service agreement for maintenance and repair of System components*
  - b. *Depot repair schedule for System components*
  - c. *Spare parts and consumables schedule for System components*
  - d. *Training and certification (if required) for County elections staff in maintenance and repairs to System components*
  - e. *Annual licenses or other County payments required to operate and administer the System*
  - f. *Service agreement for ongoing technical support for County elections staff in System operations and administration, by telephone, email, webinar or other mutually agreeable method during normal business hours (central time)*
  - g. *On-site Election Day technical support, as requested by the County, for any election*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.6.

7. *Third Party Ballot Printing*
  - a. *Vendors must base proposals on the assumption that the Vendor or a third-party selected by and operating at the sole direction of the County, or both, will print all ballots to be used by the System.*
  - b. *Vendors must provide paper, ink and color specifications to the County for ballot printing.*

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- c. *System must create ballot images in .pdf output for ballot printing and posting on state and County websites.*
- d. *Vendors must provide all training and certification, if required, for County or third-party printers selected by the County*
- e. *Vendors must not impose any costs on a per election or per ballot basis on either the County or a third-party printer selected by the County to print ballots for any election*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.7. However, with regards to item e. Dominion does not provide any per election or per ballot fee, but should Sherburne County request a printer to complete the qualification program our regular rates apply, as does any consultation on printing matters for printers who have not completed the qualification process.

There are two qualified ballot printers in the state at this time. They are SeaChange Print Innovations and Graphic Design, Inc.

Following is a description of Dominion's Ballot Qualification Program:

The Dominion Ballot Printer Qualification Program is comprised of training and functional testing of a print vendor, their facility, and ballot production equipment. It consists of a consultation and review of the critical factors influencing ballot quality: production methods, print planning, quality control processes, and physical inspections. It serves to ensure Dominion customers receive high quality ballots from any organization that holds a Qualification.

Dominion's Printer Qualification only applies to a specific facility, personnel, and the equipment tested. It cannot be applied to the print organization at-large, new equipment, or new staff.

If these specifications change, such as the addition of new equipment or a change in key staff, a review is required to determine if retesting is required to maintain Qualification status.

**Qualification Testing**

Qualification testing is comprised of a technical consultation and review of the ballot printing specifications by Dominion, a facility inspection, ballot measurement and quality inspections, ballot tabulation testing, and a final report. The Applicant will need to produce a suite of representative ballots for the given ballot format, package them, and deliver these ballots to a specified Dominion facility for testing. This suite of ballot types will be customized to reflect the production capabilities of the specific Print Facility. The Print Facility is typically asked to print at least 10,000 ballots of a given ballot format.

**Qualification Testing Fee**

The Qualification Testing Fee covers the expenses incurred by Dominion to operate the Ballot Printer Qualification Program and add Applicants to the network of high-quality ballot printers. The fee is \$1,800 per day. The number of days will be determined based on the Application. Factors which influence the test program are, the facility, personnel, equipment, and the number of type of ballots. The Qualification Testing Fee must be submitted with the test ballot submission. Travel and accommodation expenses incurred by Dominion staff for training and on-site inspection will be covered by the Applicant and are not included in the Testing Fee.

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**8. Warranty**

- a. *At a minimum, a two (2) year warranty beginning upon delivery and System acceptance that the System will operate in accordance with the provisions of the resulting Agreement and the System documentation. Warranty services shall be consistent with the requirements described.*
- b. *The Vendor must warrant that all warranty services shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services.*
- c. *Any products furnished shall be new and free from defects. The Vendor will repair or replace any defective products at no charge to the County during the warranty period.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.8.

**9. Title**

*Title to hardware passes to the County upon delivery of the equipment and Notice of Acceptance by the County.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 1.9.

**2. Precincts, Absentee Ballot Boards, and Early Voting Locations**

*The System solicited by this RFP will be used in an estimated total of 35 precincts, one absentee ballot board and one early voting location.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.2.

**3. Deployment**

*The System solicited by this RFP will include all 35 precincts, one early voting location and one absentee ballot counting center at the State Primary on August 9, 2016.*

*The County may choose to delay, reduce the scope of or cancel the implementation at its sole discretion.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.3.

**4. Delivery of System Components**

*Delivery of System components to the County will occur on or before May 1, 2016.*

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**Dominion Voting response:**

Dominion understands and will comply with requirement 2.4.

**5. System Period of Use**

*All proposals must be based on an anticipated period of use of the System by the County for 10 years after initial implementation of the System and that all components and services for the System must be fully supported throughout that time period*

**Dominion Voting response:**

The proposed voting system design is anticipated to be fully functional by the County for at least a 14 year period of System use.

**6. Technical and Functional Requirements**

*The Technical and Function Requirements per Exhibit B – Technical and Functional Requirements are attached to and made a part of this RFP.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 6. Please refer to responses in Exhibit B- Technical and Functional Requirements.

**7. Cost**

*The vendor is not required to respond to each item in Exhibit C –Vendor's Cost Proposal, attached to and made a part of this RFP, but failure to do so may have an effect on the recommendation made to the County Board.*

*Vendor to provide a price schedule for the following items for initial System acquisition and for System operations. The Vendor whose proposal is accepted by the County will then be required to submit an updated price schedule for the price sheets in this Exhibit for each successive year for expected life of voting system (ten (10) years total).*

**Dominion Voting response:**

Dominion understands and will comply with requirement 7. Please see Exhibit – C Vendor's Cost Proposal for further details.

**8. Post Award Pricing**

*Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented marker justification. Price changes will only be granted with written approval from the County.*

**Dominion Voting response:**

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Dominion understands and will comply with requirement 2.8.

## 9. Delivery and Acceptance

*Vendor shall provide the following minimum delivery terms for the System.*

1. *Inside delivery by prior appointment to the location specified by the County.*
2. *Vendor shall prepare and deliver a documented procedure that will be used by County elections staff to make preparations for initial System acceptance testing.*
3. *Prior to acceptance testing, all equipment must be fully assembled and all System components must be made available to County elections staff for testing. Vendor will assist the County, as needed, to perform this activity.*
4. *System components identified by County staff that are malfunctioning and that cannot be easily repaired on site will not be accepted.*
5. *The County will conduct testing similar to the preliminary tests required by Minnesota statute section 206.83 prior to each election to determine whether the System components are acceptable.*
6. *The number of accepted units shall be the number of fully functioning and fully assembled units delivered to and approved by the County.*
7. *All System components shall be all new products meeting or exceeding the specific proposal requirements provided in this RFP.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.9.

## 10. Simulated Election Required

*No later than May 15, 2016, the County will conduct a simulated election using the System components provided by the Vendor. The simulated election will test all precincts, all early voting locations, all administrative functions and both precinct and central counting, using the 2012 state general election as the example. The Vendor must provide the County with a test sample of approximately 5,000 ballots to conduct the simulated election. If the County delays or cancels the implementation, the simulated election will take place no later than six weeks before the first election in which the System is initially deployed.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.10.

## 11. Interview and Demonstration of System by Vendor

*The top three (3) vendors may be required to attend an interview and provide a demonstration of the System for the County. Interview notices will be sent to the vendors. The interviews and demonstrations will take place between the hours of 9:00 a.m. and*

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*4:00 p.m. at the Sherburne County Government Center in Elk River, MN. The interviews and demonstrations for individual Vendors will be scheduled on separate days. The demonstration must include the precinct operations, absentee ballot counting center operations, related administrative operations, and compilation and report of election results. The 2012 state primary and state general elections will be the basis for the demonstrations. Ballots must include a small number of president-only and federal offices-only configuration. The Vendors will be required to prepare the ballots necessary for the demonstration from pdf files provided by the County.*

*The demonstration of the central counting operations for absentee ballots must take place under realistic conditions, namely that at least 20% of the total number of ballots used in the demonstration must be folded, creased or wrinkled in the manner normally expected for absentee ballots submitted by the voters.*

*The demonstration must include at least 10 different precincts, and at least one precinct must include ballot styles for two different school districts. Ballots from each of the precincts must be processed by both the precinct ballot counters and the central ballot counters. Final results must include a single result for each precinct that combines the precinct and centrally counted ballots for that precinct.*

*All costs of conducting the system demonstrations are the sole responsibility of the Vendors.*

**Dominion Voting response:**

Dominion understands and will comply with all items of requirement 2.11.

**12. Contract Term**

*The anticipated term of the resulting Agreement shall be from December 31, 2015 and shall continue for five (5) years and may be renewed up to five (5) additional years.*

*The Contract is not effective until the successful completion of the simulated election.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.12.

**13. Additional Information**

*The County reserves the right to reject any or all proposals offered in response to this RFP.*

*Cooperative Purchasing*

*Public entities that have a purchasing Joint Powers Agreement with Sherburne County may purchase under this Agreement after having received written permission from the Vendor. Such public entities shall execute their own contract directly with the Vendor. Ordering*

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*and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.*

**Dominion Voting response:**

Dominion understands and will comply with requirement 2.13.

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## Exhibit B - Technical and Functional Requirements

### I. Operating Specifications

#### A. System Requirements

- 1. Certification by an independent testing authority of compliance with federal guidelines for voting systems adopted by the EAC.*

**Dominion Voting response:**

The proposed Democracy Suite voting system for Dakota County et al is certified in compliance with VVSG 2005 guidelines by the U.S. Elections Assistance Commission.

- 2. Certification for use in Minnesota by the Minnesota secretary of state.*

**Dominion Voting response:**

The proposed voting system for Sherburne County is currently certified by the Minnesota Secretary of State.

- 3. Capable of downloading results from precinct and central count locations on memory devices for uploading and compilation at the Elections Office.*

**Dominion Voting response:**

The proposed voting system is capable of downloading results from precinct and central count locations on memory devices for uploading and compilation at the Elections Office. A discussion of transmission methods is provided in section I. B. response 5.

- 4. Capable of preparing memory devices for precinct ballot counters, central ballot counters and ballot marking devices in a single action.*

**Dominion Voting response:**

The proposed voting system is capable of preparing memory devices for precinct ballot counters, central ballot counters and ballot marking devices in a single action.

- 5. System design capable of adding or reducing the number of precinct ballot counters, central ballot counters and ballot marking devices during the 10 year period of expected System use.*

**Dominion Voting response:**

The proposed voting system design can be scaled by adding or reducing the number of precinct ballot counters, central ballot counters and ballot marking devices during the 10 year period of expected System use.

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In particular, Dominion's ImageCast Central central ballot counting system, which relies on a commercial, non-proprietary hardware platform, is flexible and scalable depending on jurisdictional needs.

6. *Capable of reading ballots that are 8.5 inches wide and of various lengths up to 17 inches, including both 11 and 14 inches.*

**Dominion Voting response:**

The proposed voting system is capable of reading ballots that are 8.5 inches wide and of various lengths up to 17 inches, including both 11 and 14 inches

7. *Capable of implementing early voting or vote centers by enabling the counting of multiple ballot styles on a single memory device.*

**Dominion Voting response:**

ImageCast tabulators have a stated capacity of 1,000 Ballot Styles (i.e. Precincts) that can be programmed onto one tabulator (i.e. removable storage device) for every early voting or vote centers established by the county. However, the stated capacity per units have been tested to much larger elections.

8. *Capable of counting multiple ballot styles for a single precinct, including countywide ballots for the office of president only and for federal offices only.*

**Dominion Voting response:**

The proposed voting system is capable of counting multiple ballot styles for a single precinct, including countywide ballots for the office of president only and for federal offices only.

9. *Capable of displaying scanned ballot images for use in conducting recounts without the use of the original ballots.*

**Dominion Voting response:**

The ImageCast Evolution and ImageCast Central tabulators employ Dominion's exclusive AuditMark feature to digitally image and record contest selections from each ballot scanned. In addition to creating a complete (duplex, if applicable) image of the ballot, AuditMark technology takes ballot imaging one step further by appending an interpretation of how the ballot was read to the bottom of the ballot image.

As a result, each ballot image contains not only a complete copy of the ballot, but also shows how the tabulator interpreted the voter marks. **Dominion is the only vendor to offer this unique technology.** This exclusive visual audit trail feature allows results to be audited down to each individual ballot, clearly capturing voter intent and vote interpretation of every ballot, without the need to use original paper ballots. For more information about this unique feature, please see the Core Technologies section in the Appendix.

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10. *Capable of automatically orienting scanned ballot images face up, top up.*

**Dominion Voting response:**

The proposed voting system automatically orients scanned ballot images face up, top up.

11. *Capable of the ability to flip scanned ballot image from one side to another to display the other side of the ballot electronically.*

**Dominion Voting response:**

The proposed voting system has the ability to flip scanned ballot image from one side to another to display the other side of the ballot electronically.

12. *Capable of sorting electronic ballot images by office, candidate, election district, or precinct.*

**Dominion Voting response:**

The proposed voting system can sort electronic ballot images by office, candidate, election district, or precinct.

13. *Capable of counting ballots without immediately accumulating or reporting results.*

**Dominion Voting response:**

The proposed voting system counts ballots without immediately accumulating or reporting results.

14. *Capable of exporting results to the Secretary of State's Election Reporting System.*

**Dominion Voting response:**

The proposed voting system is capable of exporting results to the County website and to the secretary of state's Election Reporting System.

15. *Capable of counting and compiling more than one ballot style per precinct in a single election.*

**Dominion Voting response:**

The proposed voting system is capable of counting and compiling more than one ballot style per precinct in a single election.

16. *Capable of using commercially available paper for the printing of ballots.*

**Dominion Voting response:**

The text and cover paper stocks that have been tested and approved for manufacturing ImageCast ballots are:

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<b>Approved Papers</b>			
- Cascades Fine Paper	- Rolland Opaque 50	80# and 100# Text	Bright White, Smooth Finish
- International Paper	- Accent Opaque	65# cover	Bright White, Smooth Finish

17. *Capability to securely receive transmitted results electronically from remote locations to the Elections Office.*

**Dominion Voting response:**

The proposed voting system can securely receive transmitted results electronically from remote locations to the Elections Office. A detailed discussion of transmission options can be found in response to question 5 in section I. B.

18. *Capable of counting and compiling into a single precinct votes from ballots counted at the precinct and at an absentee ballot counting center.*

**Dominion Voting response:**

The proposed voting system is capable of counting and compiling into a single precinct result votes from ballots counted at the precinct and at an absentee ballot counting center

19. *Capable of compiling and reporting statistics on the number of ballots centrally counted on a daily basis at an absentee ballot counting center prior to Election Day without reporting vote totals.*

**Voting response:**

The proposed voting system is capable of compiling and reporting daily the absentee ballot statistics, without tabulation of the totals.

**B. Precinct Ballot Counters**

1. *Capable of reading, recording and storing up to 10,000 votes from up to 75 different ballot styles on a single memory device.*

**Dominion Voting response:**

The (redundant) memory cards used with the ImageCast Evolution tabulator can hold several thousand ballot styles on a single device. The number of votes that the memory cards can holds depends on memory card size, and ballot size (see table below).

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Ballot Size (Single-Sided)	Approx. Ballot Image Size (KB)	Memory Card Size			
		2GB	4GB	8GB	16GB
8.5" x 11"	250	6000	14000	30000	62000
8.5" x 14"	277	5400	12600	27000	55800
8.5" x 17"	312	4800	11200	24000	49600
8.5" x 20"	334	4500	10500	22100	46100
8.5" x 22"	357	4200	9800	21000	43400
Ballot Size (Double-Sided)					
		2GB	4GB	8GB	16GB
8.5" x 11"	357	4200	9800	21000	43400
8.5" x 14"	454	3300	7700	16500	34100
8.5" x 17"	499	3000	7000	15000	31100
8.5" x 20"	555	2700	6300	13500	27900
8.5" x 22"	624	2400	5600	12000	24800

2. *Capable of reading ballots inserted in any of four orientations at a rate of 12 ballots per minute or better.*

**Dominion Voting response:**

The ImageCast Evolution accepts ballots in any of the four possible orientations (top side up, top side down, header in first, footer in first).

3. *Capable of rejecting a ballot for an improper precinct.*

**Dominion Voting response:**

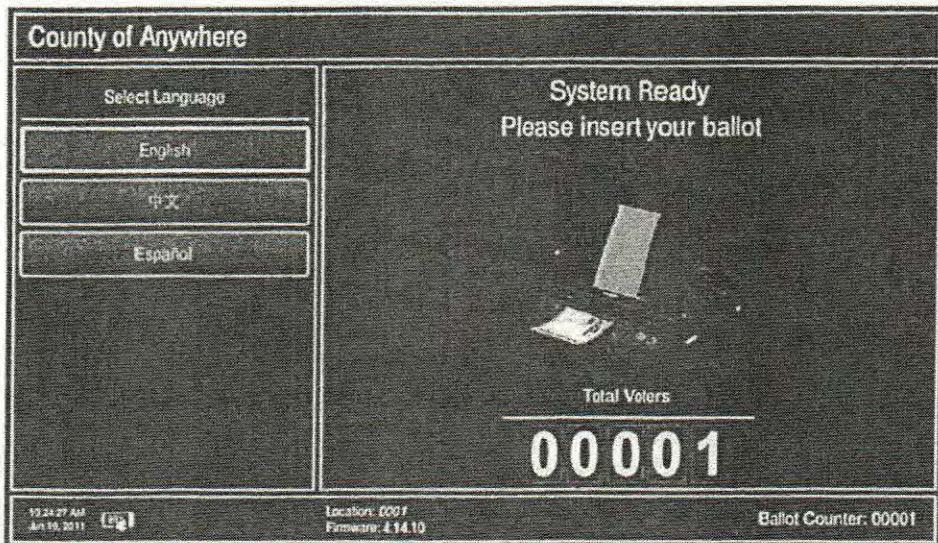
The ImageCast Evolution will identify and reject invalid ballots, including incorrect ballot styles. If security paper is used for ballot printing, the ImageCast Evolution will be able to recognize any unauthentic or forged ballots and reject them.

4. *Provide a clearly visible public counter of the total number of ballots inserted into the ballot counter.*

**Dominion Voting response:**

As shown in the image in the next page, the ImageCast Evolution maintains a public counter of the total number of ballots cast since the election was opened during the voting period.

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5. *Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.*

**Dominion Voting response:**

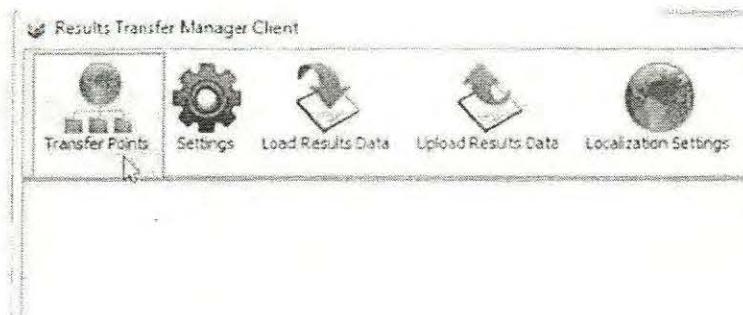
There are several methods to download or transmit encrypted vote totals from the precinct ballot counters to the Elections Office.

**Method 1 – Returning memory cards from each tabulator to the Elections Office**

Using this method, after the poll worker closes the polls, the memory cards with the encrypted vote totals are removed from their slots in the unit, and are returned to the Elections Office for manual upload to the Results Tally and Reporting application.

**Method 2 – Results Transfer Module**

Similarly to Method 1, memory cards with the encrypted vote totals are removed from their slots in the unit and brought to a local hub. At the hub, the memory cards are inserted into a card reader connected to a laptop with a secure connection (VPN or other secure connection depending on County IT procedures and environment) to the Elections Office, and the Results Transfer Module will automatically upload the encrypted results files, and transmit them to the Election Office results tally system.



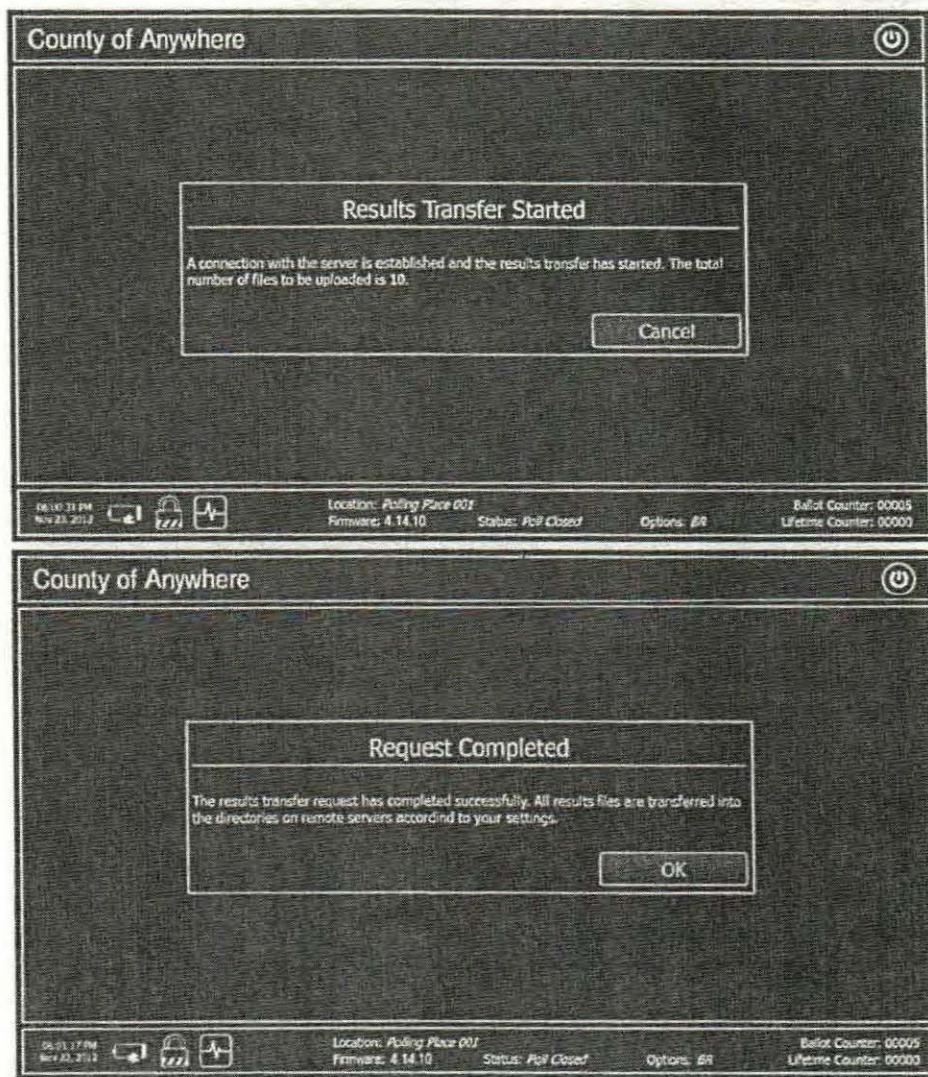
Results Transfer Manager interface

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**Method 3 – Modem transmission**

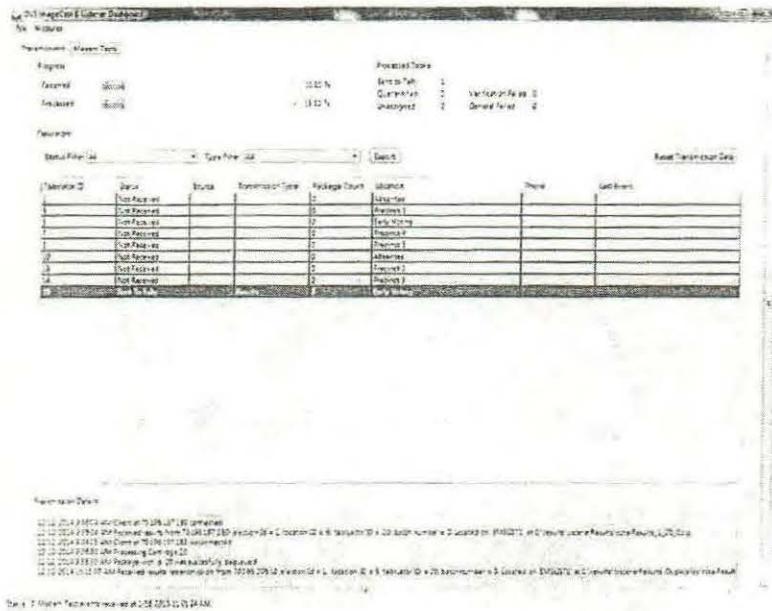
The ImageCast Evolution tabulator can be deployed with remote transmission options to transfer encrypted results files from the precinct or drop site to the Elections Office. This can be done by landline modem, or by wireless cellular modem (GSM 3G networks, such as AT&T, are supported). The ImageCast tabulator units are manufactured without an internal modem to allow flexibility for change and eliminate additional cost for jurisdictions which prohibit the usage of modems.

Transmission of results via modem is a very intuitive process, involving minimal input from a poll worker. After the polls have been closed, the poll worker has the option to select "Results Transfer" from the Main menu. The results transfer settings, which contain precinct-specific network data pre-configured from the EMS System, will appear. To upload the results to the server, the poll worker presses "Start" within the Results Transfer option. The modem must be plugged into the unit in order to begin results transmission. The intuitive user interface on the tabulator informs the poll worker of the status of the upload, and when it is completed, as seen on the screenshots below.



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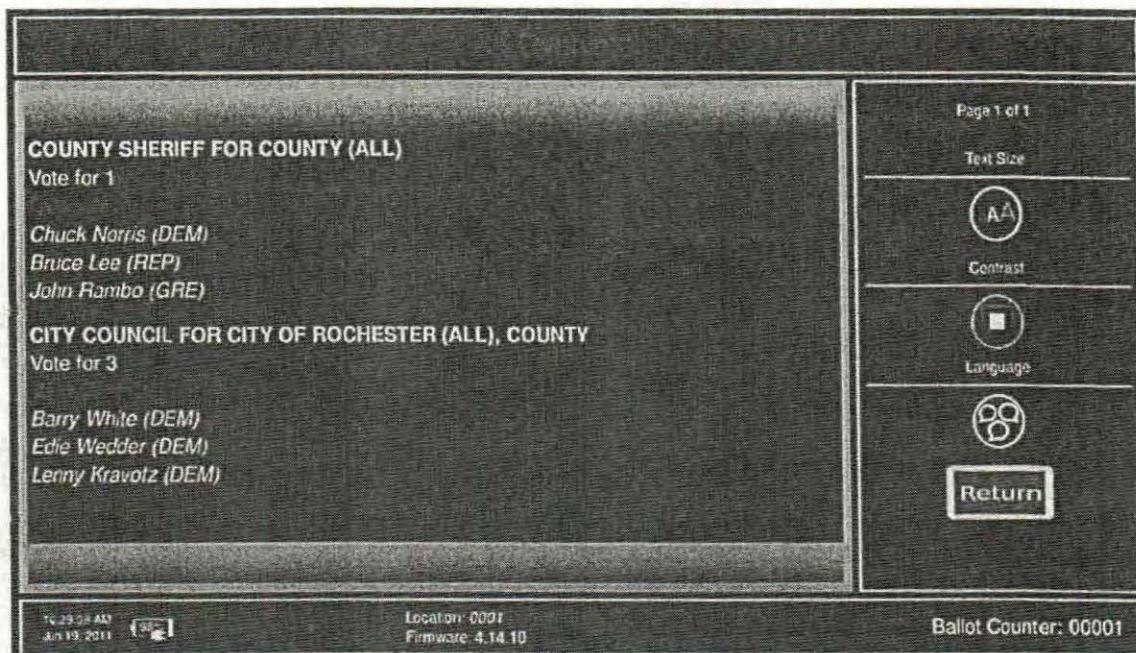
To facilitate remote data exchange, the ImageCast Listener configuration is a secured network deployment based at the Elections Office. The Listener utilizes public telecommunication networks in order to receive transmissions from the ImageCast Evolution devices using direct wireless transmission. The ImageCast Listener Server runs the ImageCast Listener service, which grants secured access to the ImageCast Evolution to upload the results in the system. Election officials can monitor the upload status of the encrypted results files via the ImageCast Listener dashboard, shown in the screenshot below.



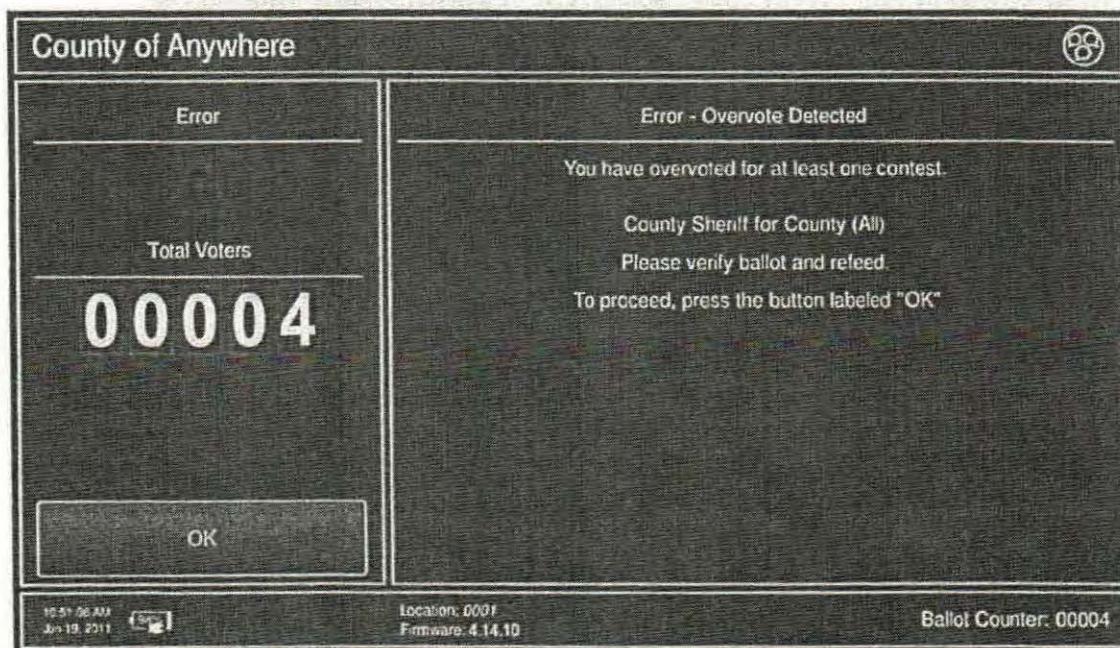
The screenshot shows the 'ImageCast Listener Dashboard' interface. At the top, there are two sections: 'Pending Status' and 'Pending Tasks'. 'Pending Status' shows two packages: '1000-N' (Status: Ready, Progress: 100%) and '1000-S' (Status: Ready, Progress: 100%). 'Pending Tasks' lists four tasks: 'Get to 100%', 'Get to 100%', 'Verify File 100-N', and 'Verify File 100-S'. Below these sections is a table titled 'Pending Tasks' with the following data:

Iteration ID	Status	Start Date	Completion Date	Package Count	Job Status	Owner	Share	Last Event
1	Not Received			1	Not Yet			
2	Not Received			1	Received			
3	Not Received			1	Early Voting			
4	Not Received			1	Received			
5	Not Received			1	Received			
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213	Not Received			1	Received			
214	Not Received			1	Received			
215	Not Received			1	Received			
216	Not Received			1	Received			
217	Not Received							

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During a ballot review session (if enabled), the voter will receive a message about overvotes



In this configuration, overvotes are not allowed - but the ImageCast Evolution can be programmed to give the voter the option to override the message and cast their ballot as is, or, as shown on the screen above, provides the voter with the option for remedial action.

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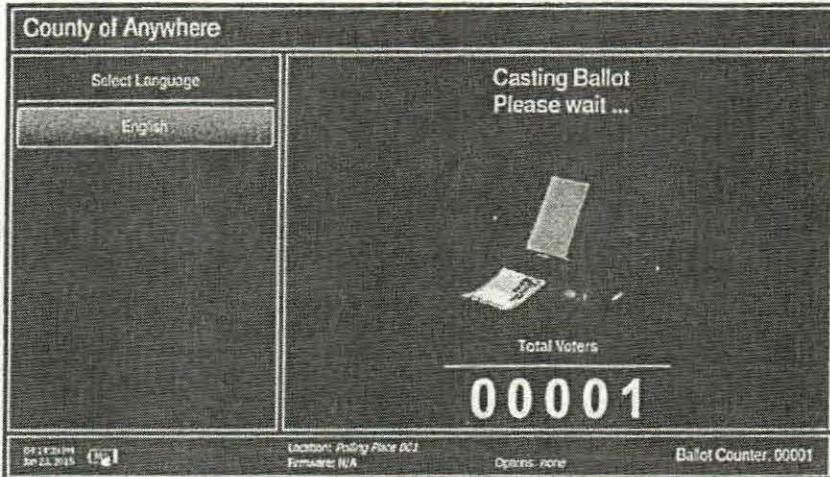
7. *Provide a clear message or indicator, including the capability for an auditory and/or visual alert to the election judge and/or the voter, that a ballot has been counted or not counted.*

**Dominion Voting response:**

The ImageCast Evolution provides feedback, messages, and instructions to voters and poll workers. The ImageCast

Evolution features the largest touchscreen in the industry, providing your technicians and poll workers an attractive, dynamic and straightforward interface to perform all administrative and technical functions. The 19" touchscreen was designed with user experience in mind and incorporates best practices such as large font size and adequate contrast.

In addition to the visual messages on the touchscreen, an audio sound is played when a ballot is scanned and accepted by the tabulator.



8. *Provide warning to voters of an error causing the voter's ballot to be returned in a format consistent with the requirements of the Americans with Disabilities Act.*

**Dominion Voting response:**

The ImageCast Evolution provides warning to voters of an error causing the voter's ballot to be returned in a format consistent the requirements of the Americans with Disabilities Act.

9. *Capable of providing County selected or editable messages to voters.*

**Dominion Voting response:**

The ImageCast Evolution is capable of providing County-selected or editable messages to voters.

10. *Keep a printed and electronically downloadable internal audit log of all ballot counter activities, including ballots that were rejected and not counted due to an inability of the ballot counter to read the ballot and ballots that were jammed in the ballot counter and not counted.*

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**Dominion Voting response:**

The ImageCast Evolution maintains a real-time audit log of every action, event, and operation (attempted and/or executed) that occurs on the tabulator.

On the ImageCast Evolution, the election software application has an integrated logging service, meaning it is active from the moment the device becomes operational. The system also has a battery-supported real-time clock (RTC), and an intrusion detection micro-controller which allows system events (such as intrusions) to be monitored and recorded off-line. Each software subsystem (module) is responsible for reporting errors, exceptions and audit events. The log module constantly monitors the queue of received event messages and updates the log files. The audit log file contains information about the event and its source, such as its time/date stamp, etc. The audit log is stored in non-volatile memory and can be reviewed and printed on-demand by an authorized personnel.

The types of events logged by the ImageCast Evolution include:

- System start up messages (recorded by Application Loader).
- System self-diagnostic messages (module initializations, security verifications).
- All administrator operations (messages include "iButton" id names and numbers).
- All accepted, rejected and diverted ballots.
- All voter notifications
- All system errors (paper jams, power failures, hardware failures, data errors, etc.).
- Source and disposition of system interrupts resulting in entry into exception handling outlines
- All messages generated by exception handlers
- Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing
- Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors.

11. *Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.*

**Dominion Voting response:**

The ImageCast Evolution is able to produce a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.

12. *Able to read ballots that have been folded or creased.*

**Dominion Voting response:**

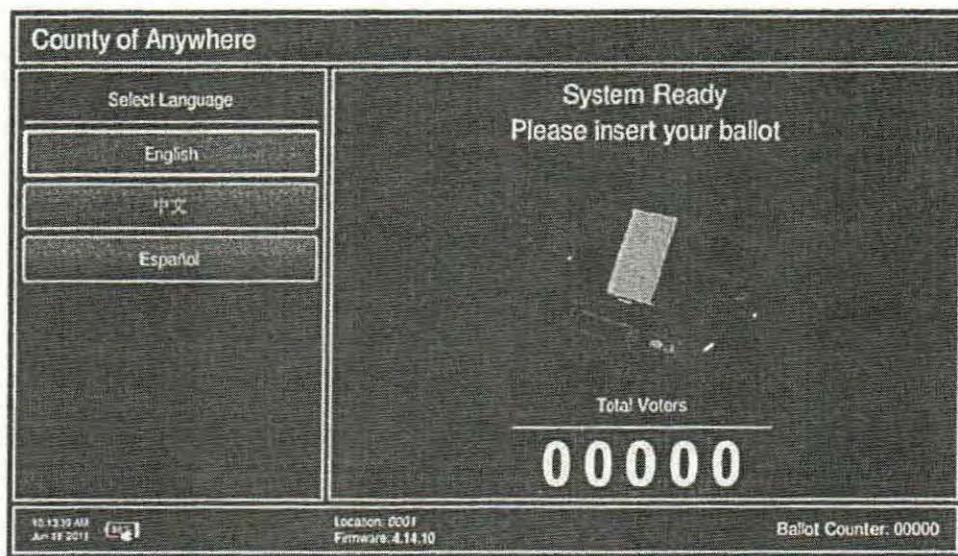
The ImageCast Evolution is able to read ballots that have been folded or creased.

13. *Able to support multiple languages for error messages and notifications to voters.*

**Dominion Voting response:**

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The ImageCast Evolution is able to support multiple languages for error messages and notifications to voters. The ImageCast Evolution allows the voter to select the language of their choice at the beginning of the voting session (see left hand side of the screenshot below).



14. *Able to seal memory devices into ballot counter, using a numbered seal.*

**Dominion Voting response:**

The ImageCast Evolution has sockets for two removable, non-volatile Compact Flash cards (Primary and Administration), both of which are accessible from the unit and stored behind sealable doors.

15. *Ability to store the ballot counter separately from the ballot box.*

**Dominion Voting response:**

The ImageCast Evolution can be stored separately from the ballot box.

c. **Central Ballot Counters**

8. *Capable of counting a discrete ballot style on more than one central*

**Dominion Voting response:**

The ImageCast Central is capable of counting a discrete ballot style on more than one central counter.

9. *Capable of minimally reading and recording up to 10,000 votes on ballots for up to 75 different ballot styles on a single memory device.*

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**Dominion Voting response:**

The ImageCast Central is capable of minimally reading and recording up to 10,000 votes on ballots for up to 200 different ballot styles on a single memory device.

- 10. Capable of rejecting a ballot for a precinct that has not been designated for counting.*

**Dominion Voting response:**

ImageCast Central is capable of rejecting a ballot for a precinct that has not been designated for counting.

- 11. Capable of reading 30 ballots that are folded, creased and/or wrinkled per minute for each central ballot counter.*

**Dominion Voting response:**

The ImageCast Central is capable of reading 30 ballots that are folded, creased and/or wrinkled per minute for each ballot counter.

- 12. Capable of reading ballots inserted in any of the four orientations.*

**Dominion Voting response:**

The ImageCast Central accepts ballots in any of the four possible orientations (top side up, top side down, header in first, footer in first).

- 6. Capable of producing a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.*

**Dominion Voting response:**

The ImageCast Evolution is able to produce a precinct summary statement in the format required by the secretary of state in printed and downloadable electronic media.

- 7. Capable of downloading or transmitting encrypted vote totals to electronic media or via a secure wireless or land connection to the Elections Office.*

**Dominion Voting response:**

ImageCast Central is able to securely transfer encrypted voting data to the EMS through a removable memory device, or through a LAN connection.

- 8. Provide clear error messages to the operator for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.*

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**Dominion Voting response:**

ImageCast Central identifies and segregates, for adjudication, ballots or ballot images that are read as blank, and can be configured to do the same for overvotes or crossover votes in a partisan primary. The ImageCast Central system will stop when ballots are read as blank, have overvotes or crossover votes.

9. *Provide an auditory and/or a visual alert to the operator when the ballot counter has detected a ballot with an error or a ballot that cannot be read.*

**Dominion Voting response:**

The ImageCast Central provides a visual alert to the operator when the ballot counter has detected a ballot with an error or a ballot that cannot be read.

10. *Keep a printed and electronically downloadable internal audit log of all ballot counter activities.*

**Dominion Voting response:**

ImageCast Central maintains an audit log of each event – attempted and/or executed – on the tabulator.

ImageCast Central audit data storage is in non-volatile memory on application computer(s) hard drives, and retention is per manufacturer's specifications. After the election, all tabulator audit log files can be loaded into the Results Tally & Reporting module of EMS. Optional configuration: To ensure the integrity of the audit log, all records added to the file are encrypted using the common key value, and the entire file is encrypted using the tabulator's unique key value.

11. *Capable of electronically sorting out or separating ballots on which one or more write-in ballot targets have been marked by the voter.*

**Dominion Voting response:**

ImageCast Central can be configured to stop when one or more write-in ballot targets have been marked by the voter.

12. *Capable of electronically sorting-out or separating ballots on which an overvote, crossover vote in the primary or other situation where manual inspection of the ballot by the operator is required.*

**Dominion Voting response:**

The ImageCast Central allows the user to specify the conditions that determine whether or not a ballot is segregated for adjudication (for example, overvote and crossover vote). If a ballot cannot be read due to some condition not specified by the user, the ballot will not be accepted by ImageCast Central. These ballots will cause scanning to stop, and an authorized user will need to manually remove the ballot. The ballot can either be reproduced and rescanned, or otherwise physically adjudicated.

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13. *Capable of programmable or operator controlled stopping and/or out-stacking of ballots for subsequent review or adjudication.*

**Dominion Voting response:**

The ImageCast Central can be configured to stop scanning on various types of voting errors and conditions. These errors include overvotes, undervotes, blank ballots, write-ins, and ambiguous marks.

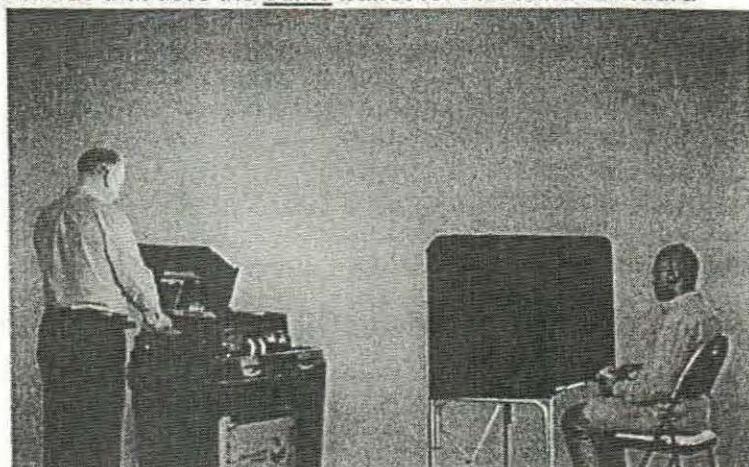
**D. Ballot Marking Device**

1. *Capable of being used by voters without the ability to see the ballot or screen in a manner compliant with the requirements of the Americans with Disabilities Act.*

**Dominion Voting response:**

Dominion is proposing a universal precinct ballot counter with integrated Ballot Marking Device (BMD), the ImageCast Evolution. It is the only all-in-one optical scan precinct tabulator certified per EAC VVSG 2005 standards that uses the same ballot for ADA and standard voting. Furthermore, because the ImageCast Evolution also tabulates ballots through an ADA voting session, without the voter with disabilities requiring assistance or "walking around", it ensures the privacy of his or her ballot.

For voters without the ability to see the ballot or the screen, the ImageCast Evolution supports a fully audio ballot, which the voter can mark using a range of accessibility devices.



A voter uses the secondary monitor to complete their accessible voting session, while another voter is casting their ballots on the ImageCast Evolution.

2. *Capable of being used by voters with the ability to use their hands in a manner compliant with the requirements of the Americans with Disabilities Act.*

**Dominion Voting response:**

The Audio Tactile Interface (ATI) is a handheld device that allows for easy use by voters with use of their hands. For voters without the ability to use their hands, the ImageCast Evolution can be equipped with a pneumatic switch, also known as a Sip and Puff device, or a set of paddles.

3. *Capable of being used by voters who need instructions in languages other than English.*

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**Dominion Voting response:**

The ImageCast Evolution supports multi-language configurations.

4. *Capable of marking ballots for up to 75 ballot styles on a single memory device.*

**Dominion Voting response:**

The ImageCast Evolution is capable of marking ballots for up to 75 ballot styles on a single memory device.

5. *Capable of being used by a voter without interfering with the simultaneous use of the precinct ballot counter.*

**Dominion Voting response:**

In its Dual Display configuration, accessible voting sessions on the ImageCast Evolution are presented on a secondary display, which is tethered to the unit. **The secondary display allows for simultaneous regular and accessible voting sessions** - while an accessible voting session is in progress on the secondary display, other voters can continue to scan and cast their ballots on the ImageCast Evolution.

**E. Ballot Box**

1. *Capable of compact and efficient storage by stacking, nesting or folding flat.*

**Dominion Voting response:**

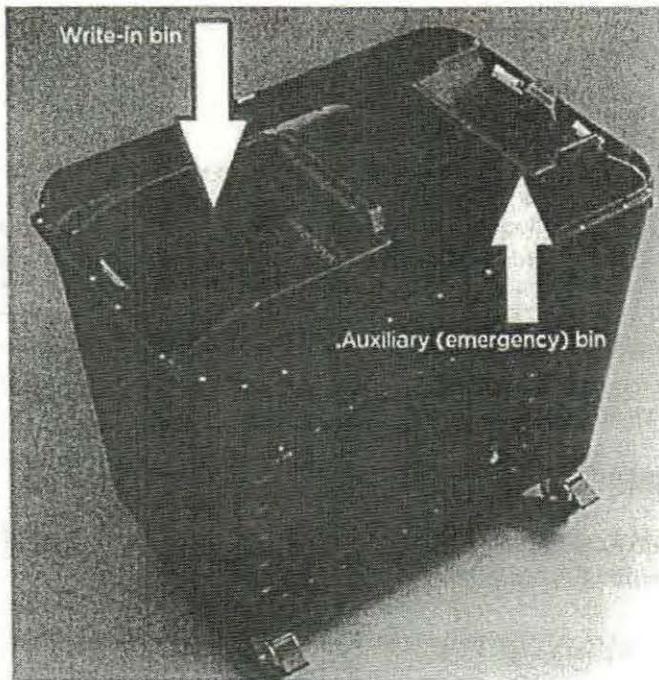
The Dominion Plastic Ballot Box can be nested up to three units deep.

2. *Equipped with a main ballot container and an emergency voting slot and container.*

**Dominion Voting response:**

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The Dominion Plastic Ballot Box has a separate, secure "emergency" storage compartment to accept voted ballots that cannot be scanned at that time. The screenshot below shows this compartment.



3. *Equipped with lockable ballot containers in which a single key opens all locks.*

**Dominion Voting response:**

The ballot box is equipped with lockable ballot containers. A single key opens all locks.

4. *Equipped with sealable memory device access, if applicable.*

**Dominion Voting response:**

The memory devices for the tabulator and ballot marking device (ImageCast Evolution) are located in the ImageCast Evolution, and not in the ballot box.

5. *Capacity for a minimum of 2,000 voted ballots that are 8.5 inches wide and 17 inches in length.*

**Dominion Voting response:**

The ballot box has the capacity for a minimum of 2,300 voted ballots that are 8.5 inches wide and 14 inches in length.

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## II. Administrative Specifications

### A. General Requirements

- 1. Ability to operate the part of the System that is used to compile and report vote totals in a non-networked environment that is physically isolated from a non-System computer or communications network.*

**Dominion Voting response:**

When results data is physically delivered to a centralized results processing location that hosts Results Tally and Reporting, Democracy Suite EMS can operate in a completely non-networked environment with no access to any jurisdiction network, or the Internet. When employing a central count system where a jurisdiction chooses to create real-time results backups on the EMS server, the complete system (including results processing) can operate on a closed network without any connection to a jurisdictional network, or the Internet. The EMS backend can be configured to operate in whatever networking environment required by a jurisdiction based on its needs and/or restrictions.

- 2. Capable of fully managing an election with up to 50 discrete precincts or vote centers from which votes are counted, compiled and reported.*

**Dominion Voting response:**

The Democracy Suite EMS is capable of fully managing an election with up to 50 precincts or vote centers from which votes are counted, compiled and reported.

- 3. Ability for County to prepare memory devices completely independent of Vendor.*

**Dominion Voting response:**

Should Sherburne County wish to fully set up their election, layout ballots, and prepare memory devices can be trained by Dominion to be able to independently program their election projects.

- 4. Ability to accumulate ballots discretely cast on one or more precinct ballot counters and/or one or more central ballot counters and compiles votes cast by precinct.*

**Dominion Voting response:**

The ImageCast tabulators have the ability to accumulate ballots discretely cast on one or more precinct ballot counters, and/or one or more central ballot counters, and compile votes cast by precinct.

- 5. Ability of Vendor to create spreadsheet for test ballots for each election*

**Dominion Voting response:**

The Democracy Suite EMS Automated Test Deck module creates a file with expected results for each test election.

- 6. Ability to upload compiled vote totals to the Secretary of State's Election Reporting System site following the close of polls.*

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**Dominion Voting response:**

Democracy Suite has the ability to export election results throughout the tabulation process to the Secretary of State's Election Night Reporting System.

*7. Ability to create and preserve backup electronic files of compiled vote totals.*

**Dominion Voting response:**

The Democracy Suite EMS has the ability to create and preserve backup electronic files of compiled vote totals. Dominion also recommends creating a project package backup after the election, which will preserve and store all the results in the EMS Database.

It is important to backup election projects both on and off the EMS server throughout the election event. Election data and results can always be produced and/or reproduced as long as there is a project that can be restored to, or is currently loaded into the Results Tally and Reporting application. Election project backups are simple processes that will be covered in the EMS training.

*8. Ability to report precinct level results only after both election day and pre-election day votes have been counted and compiled into a single result.*

**Dominion Voting response:**

The Results Tally & Reporting (RTR) Application has the ability to report precinct level results only after both Election Day and pre-Election Day votes have been counted and compiled into a single result.

*9. Ability of Vendor to import office, candidate and rotation data from Secretary of State's Election Reporting System.*

**Dominion Voting response:**

The Election Event Designer (EED) Application has the ability to import office, candidate and rotation data from secretary of state's Election Reporting System. Election definition data may be entered manually using the Election Event Designer client application, or office, candidate and rotation data can be imported from an Excel spreadsheet using the Election Data Translator utility. Election definition data may be exported or copied from prior election databases to speed up the process of coding subsequent elections.

*10. Ability of Vendor to determine rotation sequence for each precinct using the algorithm provide in state law, using data imported from the statewide voter registration system.*

**Dominion Voting response:**

The Democracy Suite EMS has the ability to determine rotation sequence for each precinct using the algorithm provided in state law, and using data imported from the statewide voter registration system.

*11. Ability to administer more than one election simultaneously.*

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**Dominion Voting response:**

The Democracy Suite EMS is capable of supporting more than one election simultaneously via the 'project' concept.

*12. Ability to discretely report votes cast from absentee ballots, early ballots and Election Day ballots, and to report combined summary totals of all three.*

**Dominion Voting response:**

The Democracy Suite EMS has the ability to discretely report votes cast from absentee ballots, early ballots and Election Day ballots, and to report combined summary totals of all three.

**B. Reports**

*1. Ability to create proofing reports for office titles, candidate names, candidate rotation sequences and precincts and election districts.*

**Dominion Voting response:**

The Democracy Suite EMS has the ability to create reports for office titles, candidate names, candidate rotation sequences, precincts and election districts.

Listed below are some of the reports that can be generated by the Democracy Suite EMS system:

- ✓ District Types – Reports all district types in the system
- ✓ Districts – Reports all the districts in the system
- ✓ Offices – Reports all the offices in the system
- ✓ Political Parties – Reports all the political parties in the system
- ✓ Precincts – Reports all the precincts in the system
- ✓ Ballot Content – Reports all the ballots in the system and the content found on each one, including candidate and contest names
- ✓ Ballot Overview – Reports a general overview of all ballots in the system
- ✓ Choices – Reports all the choices in the system
- ✓ Consolidated Ballots – Reports all the consolidated ballots (ballots with same contents) in the system, if applicable
- ✓ Contests – Reports all the contests in the system
- ✓ Election Project – Reports general election project details

*2. Ability to create reports listing precincts for which election day and pre-election day votes totals have been received and compiled.*

**Dominion Voting response:**

The Results Tally & Reporting Application (RTR) has the ability to create reports listing precincts for which Election Day and pre-Election Day vote totals have been received and compiled.

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*3. Ability to create field-sortable, summary reports of votes cast by precinct, by municipality, by district and by county for each office and question on the ballot.*

**Dominion Voting response:**

The Results Tally & Reporting Application (RTR) of the Democracy Suite EMS has the ability to create field-sortable reports, including but not limited to summary reports and precinct-level reports (statement of votes cast). In addition to the static, pre-defined reports found in most reporting systems, RTR's Summary and Precinct-level reports use the Microsoft SQL Server Reporting Services engine to offer maximum flexibility to user. These reports feature a variety of configurable options and filters, including detailed breakdowns of provisional ballots cast, ballots cast during early voting, on Election Day, and by mail. Election administrators may use the default settings, or configure the data fields included in the reports depending on the target audience. Reports may be filtered by precinct, district, contest, tabulator, or voting location (municipality or district) for each office and question on the ballot, to narrow in on specific results data of interest contained within the election database.

*4. Ability to produce a precinct summary statement from both the precinct ballot counter and the central ballot counter in the format required by the secretary of state.*

**Dominion Voting response:**

A precinct summary statement from both the precinct ballot counter and the central ballot counter in the format required by the secretary of state can be produced with data from RTR, as well as information collected by poll workers and election officials.

*5. Ability to export data in an editable report format to the County website.*

**Dominion Voting response:**

The Democracy Suite EMS has the ability to export results reports in a variety of formats, including editable formats, for upload to the County's website. As an optional additional feature, Dominion offers enhanced Election Night Reporting tools to create an Internet-based graphical display of results, which provides an attractive and dynamic focus on election night.

**C. Ballot Layout and Preparation**

*1. Ability of Vendor to layout a ballot of various lengths, including 11, 14 and 17 inches.*

**Dominion Voting response:**

The Democracy Suite EMS allows for ballot layout of various lengths up to 22 inches, including 11, 14, and 17 inches, with a standard width of 8.5 inches.

*2. Ability of Vendor to print ballots on standard commercial, non-proprietary paper stock.*

**Dominion Voting response:**

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The Democracy Suite system has the ability to print ballots on standard commercial, non-proprietary paper stock. ImageCast ballots can be easily printed by a range of modern printing technologies. Small quantities of tabulator-ready ballots can be printed with a conventional B-size laser printer (600 dpi min., pre-calibrated), directly onto pre-cut blank ballot stock. ImageCast ballot artwork files are pre-configured for this use. In-house laser printing of ImageCast proofing and test ballots allows a jurisdiction to quickly and easily test the Democracy Suite EMS election project setup and tabulation options.

3. *Ability to use ballots printed by the County or by any other printer selected by the County, at the sole discretion of the County without the imposition of additional costs or fees of any kind for the printing of ballots.*

**Dominion Voting response:**

To ensure our customers receive high quality ballots for successful elections, Dominion operates a ballot printer qualification program. Qualification includes on-site ballot production instruction, ballot inspection procedures and tools, ballot QA programs and ballot printing tests.

Reputable local or regional commercial printers can print the ImageCast ballots generated by EMS. Dominion Voting currently certifies Graphic Design and it will be certifying First Impressions by the end of 2015.

4. *Ability to output ballot layouts for printing in .pdf format.*

**Dominion Voting response:**

Dominion's Democracy Suite Election Management System (EMS) creates tabulator-ready PDF ballot artwork files. Ballot artwork files are created as complete ballot images, without trim lines or crop marks, and are designed to directly print on digital 4-color sheet-fed xerographic or other electro-photographic printers (most B-sized laser printers). Ballot artwork is generated in industry-standard PDF format and CMYK color space. Ballot artwork files are full-sized press-ready ballots containing all required ballot elements and the unique ballot ID barcode that distinguishes each ballot style. Each file contains one or two ballot images: a front image (if the ballot is single-sided) or paired front and back ballot images. All fonts used in the ballot artwork are embedded in the PDF file. Ballot artwork files are digitally-signed (X.509) and tied to the election project files produced by Democracy Suite EMS to allow for authentication and revision control.

5. *Ability to be marked with standard, commercially available pens or other non-erasable manual ballot markers.*

**Dominion Voting response:**

For the best processing results on ImageCast tabulator units, it is recommended that the jurisdiction provide voters with black-ink, non-smear, quick-drying, non-flaking permanent marking pens to mark their ballots. A popular choice is the commercially available off-the-shelf "Sharpie" brand.

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6. *Ability of Vendor to produce a ballot with both electronically and visually readable precinct and ballot style indicators.*

**Dominion Voting response:**

The Democracy Suite EMS creates ballots with both electronically and visually readable precinct and ballot style indicators.

7. *Ability of Vendor to prepare sample ballots, including the precinct name, without electronic coding for posting on the County and state websites.*

**Dominion Voting response:**

Ballot preview samples (or provisional ballots) can be generated without ballot barcode IDs, for review by officials, as well as for posting on the County and state websites. These ballots without ballot barcodes cannot be read by the tabulator. These sample ballots are marked as "Sample" or "Test".

8. *Ability of Vendor to print photos, logos, illustrations or other graphic instructional materials on the ballot.*

**Dominion Voting response:**

Once the ballot content and structure is defined, the EMS user has the ability to preview the ballots, and to make any stylistic modifications necessary in order to fine tune the ballot style and format.

Font selection, font sizes, and other styling parameters such as logos, illustrations or other graphic instructional materials on the ballot are configurable within the ballot styling module of the EMS.

We have provided various examples of how Election Event Designer Module can accommodate the County's needs and flexibility in designing their ballots.

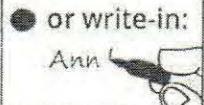
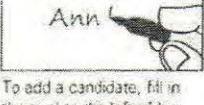
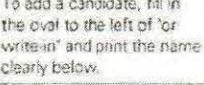
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PARTIDO PARTY		
 PARTIDO POPULAR DEMOCRATICO	 PARTIDO NUEVO PROGRESISTA	 PARTIDO INDEPENDENTISTA PUERTORRIQUEÑO
GOBERNADOR DE PUERTO RICO		
Votar por 1 candidato(s)		
1    Alonso Velazquez Acevedo <input type="checkbox"/> 	1    Orlan Morales Quintero <input type="checkbox"/> 	1    Angelo Trujillo Pons <input type="checkbox"/> 

Ballot example with political parties with their insignia, candidate full names and photos.

**Demonstration Ballot**  
Anywhere County, USA  
Tuesday, November 6, 2012

**DOMINIC VOTING**

<b>Instructions</b>	<b>U.S. Representative</b>
<b>Making Selections</b>	<b>Vote for 1</b>
	<input type="radio"/> Brad Plunkard Blue
To vote, completely fill in the oval to the left of your choice. Use only the marking pen provided. You do not have to vote on all contests.	<input type="radio"/> Bruce Reader Yellow
	<input type="radio"/> Brad Schott Green
If you make a mistake, ask a poll worker for a new ballot. If you erase or make any other marks, your vote may not count.	<input type="radio"/> or write-in:
<b>Optional write-in</b>	<b>County Commissioners</b>
	<b>Vote for up to 2</b>
<b>or write-in:</b> Ann	<input type="radio"/> Camille Argent
To add a candidate, fill in the oval to the left of 'or write-in' and print the name clearly below.	<input type="radio"/> Chloe Witherspoon
	<input type="radio"/> Amanda Marracini
<b>U.S. Senator</b>	<b>or write-in:</b>
<b>Vote for 1</b>	<input type="radio"/> or write-in:
<input type="radio"/> Dennis Waiford Blue	<input type="radio"/> or write-in:
<input type="radio"/> Lloyd Garriss Yellow	<b>Judge Retention: State Supreme Court</b>
<input type="radio"/> Sylvia Wentworth Green	<b>Vote yes or no</b>
<input type="radio"/> John Hewetson Grey	Keep Robert Demergue as Chief Justice of the State Supreme Court?

Ballot example with graphic instructional material