

12/19/2021 1:14 PM

----- Forwarded message -----

From: [REDACTED]  
Date: Sun, Jun 27, 2021 at 1:26 PM  
Subject: FW: Records Request  
To: [REDACTED]

**From:** Lannie Chapman <[LKChapman@slco.org](mailto:LKChapman@slco.org)>  
**Sent:** Tuesday, June 15, 2021 12:25 PM  
**To:** Neil Sebring <[neilse@godfreytrucking.com](mailto:neilse@godfreytrucking.com)>  
**Subject:** Records Request

Dear Mr. Sebring,

Please see attached response from Salt Lake County.

Best,

Lannie Chapman



**Lannie K. Chapman**

Chief Deputy Clerk

Salt Lake County Clerk

[LKChapman@slco.org](mailto:LKChapman@slco.org)

385-468-7420



[SLCO Clerk Website](#)

- Response to Cameron Wall 6.15.21.pdf (647 KB)
- 0000002725 Dominion Voting Systems.PDF (622 KB)
- image001.png (21 KB)
- image002.png (1 KB)
- image003.jpg (1 KB)





**Sherrie Swensen**  
*Salt Lake County Clerk*

**Lannie K. Chapman**  
*Chief Deputy Clerk*



[REDACTED]

June 15, 2021

Re: Records Request

Dear Mr. [REDACTED]

Your request sought:

- 1) Contract for voting machines and tabulators to be used in upcoming elections in 2022 elections;
- 2) Proposal for the voting machines and tabulators to be used in the upcoming 2022 elections; and
- 3) The number of ballots adjudicated in the 2018 election for all elections. The number of ballots adjudicated in the 2020 election for all elections.

GRAMA does not require the creation of a new record. See UCA § 63G-2-201(8). We do not have a proposal for the voting machines and tabulators to be used in the 2022 elections. Furthermore, we do not maintain a record of number of ballots adjudicated in the 2018 elections or the 2020 elections. However, attached is link to the Salt Lake County Election Results and Archives, which includes all three 2020 elections and the two 2018 elections as well. <https://slco.org/clerk/elections/election-results/>

Additionally, attached is the final executed contract for the election equipment and tabulation equipment we will use for the 2022 elections.

You may appeal Salt Lake County Council Clerk's denial of the records pursuant to GRAMA §63G-2-204 & Salt Lake County Ordinance §2.82.040C by filing a written appeal within 30 calendar days of receipt of this letter to the following address:

Sherrie Swensen  
Salt Lake County Clerk  
2001 South State Street, S2-200  
P.O. Box 144575  
Salt Lake City, UT 84114

Salt Lake Countywide Policy and Procedure 2040, GRAMA Appeals Procedure, can be accessed at the following web address: <https://slco.org/policies/county-wide>.

Very Truly Yours,

/s/ Lannie K. Chapman

Lannie K. Chapman

Chief Deputy Salt Lake County Clerk



## **AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**and**

**DOMINION VOTING SYSTEMS, INC.**

This Agreement is entered into this 31 day of December, 2020, between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Election Division ("County") and Dominion Voting Systems, Inc., a Delaware Corporation with its principal place of business at 1201 18<sup>th</sup> Street, Suite 210, Denver, Colorado 80202 ("Vendor" or "Dominion"). County and Vendor may be referred to individually as a "party" or collectively as "the parties."

## **RECITALS**

WHEREAS, County wants to contract with Vendor for the purchase of voting machines for use in the conduct of elections by the Salt Lake County Clerk's Office, Elections Division ("County Clerk's Office"); and

WHEREAS, County ordinance, Chapter 3.20.030(A)(6)(f), authorizes the purchase of materials and supplies required by the Clerk's Office for the conduct of elections to be acquired without competitive bidding.

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

### **1. SCOPE OF SERVICES**

1.1 Vendor agrees to sell voting machines to the County Clerk's Office – Elections Division as set forth in the Scope of Work, attached hereto as Exhibit A and deliverables of Exhibit C, which are incorporated herein by reference. Vendor also agrees to ship within the time agreed for each order. Vendor agrees that delivery shall be made within the time specified and as agreed.

1.2 Vendor agrees to provide County, on an as needed basis, with software so that the County may conduct elections using Rank Choice Voting (RCV) per the specifications set forth in Exhibit B.

2. CONSIDERATION

County agrees to pay Vendor for the election machines, including hardware and software, annual software/firmware license, warranty, and support services and training as set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

Vendor agrees to submit an invoice, upon delivery of materials, supplies or printing to the County Clerk's Office within ten (10) days of delivery. The County contract number must be shown on all invoices, billings, and correspondence. Vendor acknowledges that the County reserves the right to adjust any invoice that reflects incorrect pricing. Vendor also acknowledges that County may, at its sole discretion, adjust an invoice for defective materials, defective supplies, or defective printing delivered to the County Clerk's Office. Payments shall be due within thirty (30) days from the date of receipt by the County of Vendor's invoice. Salt Lake County, as a local government entity, is exempt from sales tax. Salt Lake County's Sales Tax Number is D90704.

3. EFFECTIVE DATE/TERM

This Agreement will be effective upon execution by both parties and shall continue for a period of eight years from the date of this execution.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Vendor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Vendor of employer and employee, partners or joint venturers.

The parties agree that Vendor's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. AGENCY

No agent, employee or servant of Vendor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and

unemployment insurance, are available to the employees, agents, or servants of the other party. Vendor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Vendor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Vendor is an independent contractor.

6. COUNTY REPRESENTATIVE

County hereby appoints Lannie K. Chapman as the County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Vendor under this Agreement.

7. VENDOR REPRESENTATIVE

Vendor designates Melissa Romero as Vendor's representative in its performance of this Agreement. The Vendor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

Vendor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Vendor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Vendor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Vendor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Vendor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Vendor, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, VENDOR'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, 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. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS,

LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2019). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

11. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Vendor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's and Vendor's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County or Vendor as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Vendor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. All Vendor licenses and warranties shall end on the last day of the fiscal year for which funds were budgeted and appropriated.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Vendor of said non-funding and the termination of this Agreement, and in no event later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

12. INSURANCE

12.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2014).

12.2 Vendor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

12.2.1 Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a

retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

12.2.2 All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

12.2.2.1 Currently rated A- or better by A.M. Best Company;

—OR—

12.2.2.2 Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

12.2.3. Vendor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Vendor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

12.2.4. In the event any work is subcontracted, Vendor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Vendor hereunder.

12.2.5 The Vendor's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.

12.2.6. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Vendor shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

12.2.7. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the County in a manner approved by the County District Attorney.

12.2.8. In the event Vendor fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Vendor for the costs of said insurance.

#### REQUIRED INSURANCE POLICIES.

Vendor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

12.2.9. Workers' compensation with limits as required by the State of Utah, and employers liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law

12.2.10. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, Vendor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Vendor's operations under this Agreement, whether performed by Vendor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent Vendors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

12.2.11. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

### 13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Vendor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Vendor's operations, or authorizes funding or payments to Vendor.

### 14. ETHICAL STANDARDS

Vendor represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2019); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

### 15. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Vendors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2019). Vendor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Vendor further acknowledges that violation of

those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

## 16. PUBLIC FUNDS AND PUBLIC MONIES

16.1. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Vendor's possession.

16.2. Vendor's Obligation: Vendor, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Salt Lake County. Vendor understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402 (2019), for misuse of public funds or monies. Vendor expressly understands that County may monitor the expenditure of public funds by Vendor. Vendor expressly understands that County may withhold funds or require repayment of funds from Vendor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

## 17. AFFIDAVITS

Upon the execution of this Agreement and if requested by the County, Vendor shall submit a sworn affidavit from each officer, employee, or agent of Vendor who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law."

## 18. TERMINATION

18.1 Termination for Default. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Vendor.

18.2 Termination by Vendor for Default. Vendor may terminate this Agreement for an Event of Default upon written notice from Vendor to County.

18.3 Event of Default. As used in this Agreement, the term "Event of Default" means



(a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Vendor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Vendor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Vendor shall be paid for all services up to the date of termination. Vendor agrees that the County's termination for convenience will not be deemed a termination or default nor will it entitle Vendor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

## 19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Vendor of applicable law shall constitute an event of default under this Agreement and Vendor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Vendor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 20. NON-DISCRIMINATION

Vendor and any agent of Vendor agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.



21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS")

County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 (2019). In addition, Vendor is required to immediately notify County if a retiree of URS is the Vendor; or an owner, operator, or principal of the Vendor. Vendor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

Vendor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Vendor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Vendor, its agents or employees.

23. CONFIDENTIALITY

Vendor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Vendor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Vendor in performance of this Agreement shall also be held confidential by Vendor. County shall have the sole obligation or privilege of releasing such information as required by law.

Subject to the requirements of the County and State public record laws ("PRL"), County shall disclose the Vendor's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. Any specific information that Vendor claims to be confidential must be clearly marked or identified as such by Vendor. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Vendor as confidential. If a request is made to view such Confidential Information, County will notify Vendor of such request and the date the information will be released to the requestor unless Vendor obtains a court order enjoining such disclosure. If Vendor 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 Vendor's consent and shall not be deemed to be a violation of law or this Agreement.

"Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are

disclosed to a another Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Vendor's Software and associated documentation.

24. OWNERSHIP OF WORK PRODUCT, TITLE AND RISK OF LOSS

24.1 All work performed specifically and solely for County use by Vendor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Vendor, Vendor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

24.2 Title to the System, or any portion thereof, excluding Vendor and Third Party Software, will pass to County upon delivery.

24.3 Vendor shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the County. County shall provide Vendor with a single location for shipment and Vendor shall not be responsible for shipping to more than one location. To retain the benefit of this clause, County shall notify Vendor of any loss or damage within 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 Vendor.

25. COUNTY OWNED DATA

All data produced by the County shall remain the sole property of the County. Ownership of the data shall apply regardless of the form of the data. Upon final payment by County to Vendor, Vendor shall deliver to County all data applicable to the services provided under this Agreement.

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Vendor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2019). As a result, County is required to disclose certain information and materials to the public, upon request. Vendor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

27. ASSIGNMENT

Vendor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Vendor and against any assignee or successor-in-interest of Vendor.

28. TERMINATION

28.1 Termination for Default. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Contractor.

28.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.

28.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

28.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fire, floods, strikes, or unusually severe weather. If such condition continues for a period of excess of 60 days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

28.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either part shall in no event constitute a waiver as to any future breach.

29. SUBCONTRACTING

Vendor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

30. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day

sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Loretta Garcia  
Election Manager  
2001 South State, Suite, S2200  
Salt Lake City, Utah 84190-3100  
385-468-7400

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

30. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

31. ENTIRE AGREEMENT

County and Vendor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Vendor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

32. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

33. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

34. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. County and Vendor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Scope of Work (Exhibit A);
- C. Vendor Terms and Conditions and Pricing Summary (Exhibit C).
- D. Vendor Quote (Exhibit B).

35. THIRD PARTY BENEFICIARIES

No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Vendor or County may be enforced against Vendor or County, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY

By: **Kimberly Barnett**  
Digitally signed by Kimberly Barnett  
Date: 2020.12.31 12:08:27 -07'00'  
\_\_\_\_\_  
Mayor or Designee

Date: **12/31/2020**  
\_\_\_\_\_

Approved by:

ELECTED OFFICIAL APPROVAL

SEE NEXT PAGE FOR SIGNATURE  
\_\_\_\_\_

Sherrie Swensen or Designee  
Salt Lake County Clerk

Date: \_\_\_\_\_

DOMINION VOTING SYSTEMS, INC

By: **SEE NEXT PAGE FOR SIGNATURE**  
\_\_\_\_\_  
Printed Name: John Poulos

Title: President and CEO

Date: \_\_\_\_\_

SALT LAKE COUNTY DISTRICT  
ATTORNEY APPROVAL

Approved as to form:

**Jason S. Rose**  
Digitally signed by Jason S. Rose  
Date: 2020.12.28 14:36:18 -07'00'  
\_\_\_\_\_  
Senior Attorney

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

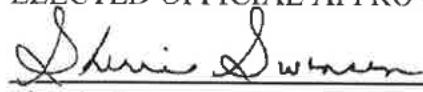
SALT LAKE COUNTY

By: SEE PREVIOUS PAGE FOR SIGNATURE  
Mayor or Designee

Date: \_\_\_\_\_

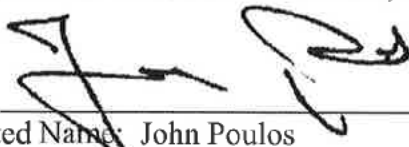
Approved by:

ELECTED OFFICIAL APPROVAL

  
Sherrie Swensen or Designee  
Salt Lake County Clerk

Date: 12/31/2020

DOMINION VOTING SYSTEMS, INC

By:   
Printed Name: John Poulos

Title: President and CEO

Date: 12/30/2020

SALT LAKE COUNTY DISTRICT  
ATTORNEY APPROVAL

Approved as to form:

SEE PREVIOUS PAGE FOR SIGNATURE  
Senior Attorney

## Exhibit A

(Scope of Work)



## EXHIBIT A

### TO THE VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND SALT LAKE COUNTY

#### STATEMENT OF WORK ("SOW")

## 1 Project Team Roles and Responsibilities

### 1.1 Dominion

#### a. Project Manager

Dominion will appoint a Dominion Project Manager as its representative through the implementation (as further described below). The Dominion Project Manager shall communicate with the County Clerk or designee regarding the status of information, milestones, procedures, and progress on the tasks as set out in this Agreement. The Dominion Project Manager will also advise the Clerk upon the occurrence of any event requiring a material change in such plans to discuss obtaining the Clerk's written consent to any such material changes. The Dominion Project Manager will be dedicated to this project and will be on-site as needed to support the county as workflow dictates and will be available commencing with the Effective Date of the Agreement through the completion of the implementation. The Dominion Project Manager will be responsible for arranging all meetings, visits, and consultations between the Parties and for all administrative matters such as invoices, payments, and amendments.

The Dominion Project Manager shall have the requisite skills and experience to provide the services required for the implementation including, without limitation: complete knowledge of election technology, elections support services, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and the ability to manage detail-oriented projects with fixed deadlines.

#### b. Product Specialists

Under the direction of the Dominion Product Manager, product specialists will provide technical support throughout Agreement Term. These resources will assist in the installation, operation, repair, and maintenance of the Dominion Hardware and Software.

#### c. Election Programmers

Dominion will provide election setup services and support for the election

database creation and ballot review for the first election. Ballot definition services will be provided in English only and will include the following: Democracy Suite Election project setup, provide the ballot PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Clerk's expense.

"Election" means a single election event administered by the County including any absentee, vote by mail, and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacement elections. Any follow on event shall be considered an Election in and of itself.

For election setup and database creation services, the County shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the County. In the event the County discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the County. In the event the County approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates

**d. Additional Personnel**

Dominion will provide personnel as necessary for other processes during the implementation such as Acceptance testing, Pre-Logic and Accuracy Testing, Early and Election Day Voting, and Post-Election activities, as further described in this SOW.

**1.2 Customer Resources**

The County's Office shall appoint a Project Manager, who will be responsible for review, analysis and acceptance of the Dominion System and the coordination of personnel, equipment, and facilities.

The Salt Lake County Project Manager shall be empowered to make decisions on behalf of County with respect to the work being performed under this SOW including the allocation of required resources.

## Primary Contacts

Primary County Contacts
Loretta Garcia Election Manager Email: <a href="mailto:LGarcia@slco.org">LGarcia@slco.org</a> Telephone: (385) 468-7400
Project Manager Email: <a href="mailto:@slco.org">@slco.org</a> Telephone (385)
Primary Dominion Contacts
Melissa Romero Implementation Manager Email: <a href="mailto:melissa.romero@dominionvoting.com">melissa.romero@dominionvoting.com</a> Telephone: (505) 934-9933
John Stewart Project Manager Email: <a href="mailto:John.Stewart@dominionvoting.com">John.Stewart@dominionvoting.com</a> Telephone: (602) 619-3200

## 2 Project Overview / Activities

### 2.1 Project Management

- a. The Dominion Project Manager and County Project Manager (collectively the "Project Management Team") will collaborate in coordinating the implementation of the System, including the planning, communication and finalize the draft implementation schedule. The Dominion Project Manager will provide the direction, expertise and leadership for the project planning of all tasks required for the successful implementation of the Systems, as well as coordinating with the County Project Manager. The completion of tasks shall be cooperatively managed by the Project Management Team.
- b. The Project Management Team will meet weekly and include other personnel as appropriate. During the weekly meetings the Project Management Team will discuss and manage the project's progress, which will include tracking milestones (completed or missed), expending of resources, evaluating the status of issues, and identifying any actions needed to meet deadlines. The Dominion Project Manager will maintain and distribute meeting minutes during the implementation.
- c. The Dominion Project Manager is the key project person, identifying the level and allocation of specific resources for the Project. The County reserves the right to request a change in Dominion's representation if, at the customer's sole discretion, assigned personnel are not adequately

satisfying the customer's requirements. The Dominion Project Manager will be the primary contact for all project change requests.

- d. The Dominion Project Manager and the County Project Manager shall follow the Implementation Schedule, specifying the details for all tasks necessary to successfully complete the project, working cooperatively to set hard and soft deadlines. Each task identified will include a start and end date and the responsible parties involved. The Implementation Schedule will include milestones and activities, which includes product delivery and installation, Acceptance testing, and training schedule.
- e. The draft Implementation Schedule developed for this Agreement represents the sample milestones and activities based upon initial discussions with the County. Upon execution of the Agreement, the Parties shall develop an updated Implementation Schedule that includes the delivery of equipment and the training of personnel on the various aspects related to operating the System. The Parties agree that during the implementation, changes to the Implementation Schedule may be required. Any changes to Implementation Schedule must be mutually agreed to by both Parties, which shall not be unreasonably withheld.

## **2.2 Weekly Project Meetings**

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

### **a. Ballot Templates**

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

### **b. Reporting**

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

## **2.3 Implementation Milestones**

### **2.3.1 Procurement / Delivery**

- a. Initiation of the equipment and consumables procurement phase begins upon receipt of a signed contract. Procurement will be conducted in a manner that allows the coordination of supplies and consumables to be shipped to the county warehouse in accordance with project milestones.

- b. The Dominion Project Manager will manage the shipment process through an authorized shipper to ensure delivery is successful.
- c. In the event any shipping problems or discrepancies occur, the County will make the driver aware of the issues and note them on the bill of lading along with the name and number of the shipper's agent for claim resolution. It is recommended that the customer retain a subset of all System materials for future shipping needs.

### **2.3.2 Installation / Configuration / Acceptance Testing**

- a. Dominion shall provide an Acceptance Test Plan ("ATP"). The ATP shall identify all tests necessary to demonstrate System compliance with the requirements for Utah and the County.
- b. Dominion shall be responsible for providing all training and training materials required to support the Acceptance testing.
- c. Dominion and the County shall finalize the development of the ATP and procedures prior to the Acceptance testing phase.
- d. Dominion shall assist in creating an ATP log sheet, to be used as a control sheet showing which System items have been received, tested, and accepted. This log sheet will be completed individually for each item, noting any physical damage, and shall contain the results of each test conducted.
- e. Dominion will provide an ATP log sheet template for printing and distribution during the Acceptance test process. For each System item, the County, working with a Dominion product specialist, will complete the Acceptance test for each System item. Each form will be signed and stored by the County with copies made or scanned for Dominion to ensure that each System component is in proper working order upon receipt and unpacking.
- f. Throughout the Term of the Agreement, after delivery of any Dominion Software or Dominion Hardware, the County will conduct Acceptance testing of such components. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after installation.
- g. The County will provide Dominion with records that identify units that did not successfully pass Acceptance testing. If defects are uncovered during testing that result in an unsuccessful test, the

affected System component(s) will be rejected and the County will send a notice to Dominion indicating the issues and reason for rejection. Upon receipt of notice, Dominion will have fifteen (15) business days to repair or replace the System component(s).

### **2.3.3 Training**

#### **a. Training Outline for County Personnel:**

During the implementation meetings, the Project Management Team will identify training materials that Dominion shall prepare including training manuals and technical reference manuals. The content of training materials and the methods of training will be responsive to the County's requirements. Dominion will provide resources and trainings that will develop personnel's technical proficiencies for using the new System and provide educational materials and opportunities to users of the new System.

Dominion's training shall be tailored, using various teaching methods, learning principles, and proper course pacing. Training customization begins with tailoring the courses to the County's needs. Dominion's training courses cover the complete System's operations. Dominion will provide training on and off-site and coordinate all scheduling with the County.

#### **b. Poll Worker Training:**

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

Dominion will assist in developing training guides and quick reference guides that poll workers can use to assist voters. Dominion will provide instruction manuals for poll worker training such as "train the trainer" materials. Dominion will assist the County in organizing materials and content and then observe a minimum of two mock poll worker training sessions that the County conducts. The purpose of the mock training sessions is for Dominion to assess the accuracy and delivery of information to poll workers.

#### **c. Trainings:**

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

The suggested number of attendees noted for each training session will provide the most opportunity for the attendees to obtain hands-on training on the System's components.

**d. User Definitions:**

The table below mentions several user types. For purposes of clarity, the user types mentioned above may be understood / classified as follows:

- **Administrator** – County staff who will be responsible for overseeing or supervising system/election activities
- **Super User** – System user(s)/County staff who will be responsible/have elevated privileges for conducting and/or understanding system/election activities
- **Support Staff** – County staff who will be responsible for supporting/participating in system/election activities
- **Senior County Staff** – managers/executive staff
- **Poll workers** - staff responsible for the proper and orderly voting at vote centers.

Training Class Title	User Category	Class Objective	Class Overview	Number of Days/Hours
Election Management System - Administrator	Administrator and/or Super Users	Competence with the import of election definition data, completing election definition, laying out and styling paper ballots, importing dynamic and static audio files, styling screen content, creating tabulators and preparing the election project for an election.	<p>I. Election Preparation Overview</p> <ul style="list-style-type: none"> <li>a. Phases of Election Setup</li> <li>b. Applications used during election setup (EDT, EED, AS)</li> </ul> <p>II. Import Election definition data</p> <ul style="list-style-type: none"> <li>a. Working with external data from the voter registration system</li> <li>b. Preparing the import file</li> </ul> <p>III. Layout/Style Paper Ballots</p> <ul style="list-style-type: none"> <li>a. Determine consolidation level</li> <li>b. Layout &amp; Style ballots</li> </ul> <p>IV. Import/Edit Audio Files</p>	7 days

			<ul style="list-style-type: none"> <li>a. Working with static audio (common sets of voter instructions)</li> <li>b. Working with and editing dynamic audio (audio associated with each election)</li> </ul> <p>V. Styling on-screen content (for ICX)</p> <p>VI. Defining tabulators and counting groups</p> <p>VII. Finalize and prepare database for LAT</p>	
ImageCast X Administrator Training	Administrator and/or Super Users and/or Technicians	Competence with the setup and configuration of the ICX devices in an election, use of the ICX, and general troubleshooting	<p>I. Setup of the ICX-VVPAT</p> <ul style="list-style-type: none"> <li>a. Storage</li> <li>b. Transport</li> <li>c. Boxing/Unboxing</li> <li>d. Sealing/unsealing</li> <li>e. Power requirements</li> <li>f. Hardware review</li> </ul> <p>II. Basic security protocols, including safeguards to prevent and detect tampering</p> <p>III. Preparing the devices for the election</p> <ul style="list-style-type: none"> <li>a. Loading election files</li> <li>b. Opening Polls</li> <li>c. Conducting Logic and Accuracy Testing</li> <li>d. Resetting the ICX for use in the election</li> <li>e. Reviewing Audit Logs</li> </ul> <p>IV. Voting on the ICX</p> <ul style="list-style-type: none"> <li>a. Working with regular Voting Sessions</li> <li>b. Working with accessible voting sessions</li> </ul> <p>V. Troubleshooting and Usage</p> <ul style="list-style-type: none"> <li>a. Loading paper into the printer</li> <li>b. Changing the printer toner</li> <li>c. Troubleshooting</li> </ul> <p>VI. Closing Polls</p>	1 day
ImageCast X Operator Training	Support staff and/or pollworkers	Competence with the use of the ICX devices in a Vote Center	<p>I. Setup of the ICX-VVPAT</p> <ul style="list-style-type: none"> <li>a. Plugging in and turning on</li> <li>b. Best practices for use in a polling place</li> </ul> <p>II. Basic security protocols, including safeguards to prevent and detect tampering</p> <p>III. Opening Polls</p>	0.5 days



			IV. Voting on the ICX <ul style="list-style-type: none"> <li>a. Working with regular voting sessions</li> <li>b. Working with accessible voting sessions</li> </ul> V. Troubleshooting and Usage <ul style="list-style-type: none"> <li>a. Loading paper into the VVPAT</li> <li>b. Troubleshooting</li> </ul> VI. Closing polls	
Train the Trainer: Pollworker Training	Pollworkers	Competence with how to set up and use the polling place equipment and handle / triage basic equipment issues on Election Day	I. Vote Center Equipment Setup <ul style="list-style-type: none"> <li>a. Setting up the Voting Booth</li> <li>b. Setting up the ICX</li> </ul> II. Basic security protocols, including safeguards to prevent and detect tampering III. Getting Started <ul style="list-style-type: none"> <li>a. Power up the equipment</li> <li>b. Getting the equipment ready for voting</li> </ul> IV. Voting <ul style="list-style-type: none"> <li>a. Working with regular voting sessions</li> <li>b. Working with accessible voting sessions</li> </ul> V. Troubleshooting and Usage <ul style="list-style-type: none"> <li>c. Loading paper into the VVPAT printer</li> <li>d. Troubleshooting</li> </ul> I. Closing polls	0.5 days
ImageCast Central (ICC) Administrator	Administrator and/or Super Users	Competence with the setup and configuration of the central count scanners, use of the central count scanners, and general troubleshooting during ballot scanning	I. Central Count Scanning Overview <ul style="list-style-type: none"> <li>a. Preparation <ul style="list-style-type: none"> <li>o Ballot Inspection</li> <li>o Working with folded ballots</li> </ul> </li> <li>b. Working with batches <ul style="list-style-type: none"> <li>o Batch Size</li> <li>o Batch Tracking/Manifests</li> </ul> </li> </ul> II. Using the ICC Application Canon Scanners <ul style="list-style-type: none"> <li>b. Overview of ICC workstation functionality and structure</li> <li>c. Loading Election Tabulation Files to the ICC <ul style="list-style-type: none"> <li>o Configuration of the application</li> <li>o Confirmation of scan options and settings</li> <li>o Producing a zero report</li> <li>o Opening Polls</li> </ul> </li> </ul>	1 day

			<ul style="list-style-type: none"> <li>○ Troubleshooting</li> <li>○ Closing Polls</li> <li>○ Backing up data</li> <li>d. Central Count Scanning               <ul style="list-style-type: none"> <li>○ Loading ballots into the hopper</li> <li>○ Accepting batches</li> <li>○ Discarding batches</li> <li>○ Handling misread ballots</li> <li>○ Diagnosing misread ballots</li> <li>○ Troubleshooting</li> <li>○ Cleaning the scanner(s)</li> </ul> </li> </ul>	
ImageCast Central (ICC) Operator	Support staff	Competence with the daily operations of central count scanning and basic troubleshooting during ballot scanning	I. Central Count Scanning Overview <ul style="list-style-type: none"> <li>a. Preparation               <ul style="list-style-type: none"> <li>○ Ballot Inspection</li> <li>○ Working with folded ballots</li> </ul> </li> <li>b. Working with batches               <ul style="list-style-type: none"> <li>○ Batch Size</li> <li>○ Batch Tracking/Manifests</li> </ul> </li> </ul> II. Using the ICC Application and Canon Scanners <ul style="list-style-type: none"> <li>a. Overview of ICC workstation functionality</li> <li>b. Central Count Scanning               <ul style="list-style-type: none"> <li>○ Loading ballots into the hopper</li> <li>○ Accepting batches</li> <li>○ Discarding batches</li> <li>○ Handling misread ballots</li> <li>○ Basic Troubleshooting</li> </ul> </li> </ul>	1 day
Adjudication Administrator Training	Administrator and/or Super Users	Competence with the setup and configuration of the adjudication setup for use in an election, operation of the application, supervisorial /administrative functions of adjudication and general troubleshooting during adjudication activities	I. Adjudication Overview <ul style="list-style-type: none"> <li>a. Workflow: How ballots are delivered from ICCs</li> <li>b. Determining which ballots should be presented for adjudication</li> <li>c. Functions performed by adjudication users / administrators</li> <li>d. Daily Adjudication Procedures</li> <li>e. Best Practices/ Developing processes for determining voter</li> </ul>	2 days

			<p>intent</p> <p>II. Preparing for Adjudication</p> <p>a. Setting up a new adjudication session</p> <p>b. Defining outstack /adjudication criteria</p> <p>III. Adjudication of ballots</p> <p>a. Adding Marks</p> <p>b. Removing Marks</p> <p>c. Resolving Write-ins</p> <p>IV. Administrative Functions</p> <p>a. Reviewing adjudicated ballots</p> <p>b. Making changes / corrections</p> <p>c. Submitting Batches</p> <p>d. Running reports</p> <p>V. Back-up and Close out</p> <p>a. Backing up adjudication data and reports</p> <p>b. Closing out/ stopping adjudication</p>	
Adjudication Operator Training	Support staff	Competence with the daily operations of ballot adjudication	<p>I. Adjudication Overview</p> <p>a. Workflow: How ballots are presented for Adjudication</p> <p>b. Which ballots will be presented for adjudication</p> <p>c. Identifying why a ballot has been presented for adjudication</p> <p>d. Daily Adjudication User Procedures</p> <p>II. Adjudication of ballots</p> <p>a. Adding Marks</p> <p>b. Removing Marks</p> <p>c. Resolving Write-ins</p>	1 day
Results Tally and Reporting Training – Administrator	Administrator and/or Super Users	Competence with the setup and configuration of the Results, Tally, and Reporting application, setting up all reporting configuration for an election, managing batches during ballot tabulation, supervisory functions, and general troubleshooting	<p>I. Results Tally and Reporting Overview</p> <p>a. Workflow: How batches (result files) are delivered to the application</p> <p>b. Workflow: How batches are moved through RTR to Adjudication</p> <p>c. Navigating within the application</p> <p>d. User management (creating and managing application</p>	2 Days

			users) II. Preparing the System a. Enabling the project for adjudication b. Turning on Automatic Results Loading c. Managing Preferences III. Working with Batches (results files) a. Receiving batches from ICCs b. How to reject, reset, and/or delete batches c. Use cases for rejecting, resetting and/or deleting batches IV. Reporting a. Election Summary Report o Available report parameters o Available report filters o Report output formats o Report output review b. Statement of Votes Cast o Available report parameters o Available report filters o Report output formats o Report output review c. Cards Cast Report o Available report parameters o Available report filters o Report output formats o Report output review V. Exports a. Available Exports b. Cast Vote Record Export c. Image Export d. Auditmark File export VI. Troubleshooting	
Adjudication, Results Tally and Reporting Training – Executive	Senior Staff members	Competence with understanding and describing report contents to be able to explain to public/media what the information contained on reports from the System mean	I. Results Tally and Reporting Overview a. Workflow: How batches (result files) are delivered to the application b. Workflow: How batches are moved through RTR to Adjudication II. Reporting a. Election Summary Report o Available report parameters o Available report filters	0.5 days

			<ul style="list-style-type: none"> <li>o Report output formats</li> <li>o Report output review</li> <li>b. Statement of Votes Cast <ul style="list-style-type: none"> <li>o Available report parameters</li> <li>o Available report filters</li> <li>o Report output formats</li> <li>o Report output review</li> </ul> </li> <li>c. Cards Cast Report <ul style="list-style-type: none"> <li>o Available report parameters</li> <li>o Available report filters</li> <li>o Report output formats</li> <li>o Report output review</li> </ul> </li> </ul>	
			<ul style="list-style-type: none"> <li>III. Exports <ul style="list-style-type: none"> <li>a. Cast Vote Record Export</li> <li>b. Image Export</li> <li>c. Auditmark File export</li> </ul> </li> </ul>	

#### **4.2 Removal of the County's Existing DRS scanners**

Dominion will prepare and return the County's current Premier DRS scanners, including the rental scanners at no cost to the County. If needed, Dominion can provide assistance in determining the State requirements for disposal of the AccuVote TSX units.

### **3 Ongoing Support / Election Support Services**

After the completion of the implementation, Dominion will assign a Customer Relations Manager (CRM) to directly support the County for the duration of the contract. Dominion's Customer Relations Manager provides ongoing product support to customers and works and supports project teams in addressing and resolving issues to clients' satisfaction. Customer Relations Managers work with customers to ensure the correct resources are assigned to support Ballot programming, maintenance, logic and accuracy testing and election day support. The CRM ensures accurate and timely invoicing while working with the customer to solve and outstanding accounts receivables.

#### **3.1 Ballot Programming and Election Definition Services**

- a. Dominion shall provide election definition services (layout ballots, prepare audio content, and generate ballot test deck files) for the first election.
- b. The County shall review and approve, or identify issues, in all Dominion deliverables, with attention to ballot proofs and audio files. In the event the County discovers an issue, it shall provide written notice to Dominion

following the discovery of any issue and Dominion shall rectify the issue within 24-hours at no additional cost to the County.

- c. Democracy Suite shall create all ballots, e.g. vote-by-mail, voting center, and audio ballots, from the same content used to define an election. Democracy Suite shall allow audio files using recorded human voices and/or voice simulation programs.
- d. Democracy Suite will support profile data such as voting locations, precincts, offices, and party affiliations.
- e. Dominion will use the same candidate and contest information file to create the paper ballots, the digital ballots, audio ballots, sample ballots, and test ballots.
- f. Democracy Suite will generate PDF files of ballot-related content for full-sized, press-ready ballot artwork. To create ballots, Democracy Suite will provide options to control fonts, line weights, determine the number of columns, include multiple languages on one ballot card, create multi-card ballots with content appearing on both sides of all of the cards, provide for formatting content in both portrait-style and landscape orientations, and allow for ballot-card headers of different colors. Democracy Suite will allow for final ballot proofs that are 8.5 inches in width and variable lengths of 11, 14, 17, 18, 19, 20 and 22 inches. Democracy Suite will allow the County to determine the appropriate length of the ballots depending on the amount of content to format.
- g. The System will generate accessible ballot content such as large print formats. Additionally, the System will generate accessible sample ballots in PDF or other accessible format that allows the County to post the sample ballots on its website, which are compatible with commonly used screen reading technology.

### 3.2 Support Hours / Response Times

The following table represents timeframes by which Dominion will respond to the County's requests for technical assistance or notice that any component of the System has malfunctioned.

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an election period (after the most recent election is certified until 120 days before the next election).	On-site, telephone, and video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the election and the creation of ballots (120 days before Election Day through 60 days before Election Day).	On-site, telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	On-site, telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
Election Period E-10 to E-1	On-site, telephone, and video calls.	Immediate.	Within 60 minutes.	Within one hour.
On Election Day	On-site.	Immediate.	Within 60 minutes.	Within one hour.
The day after Election Day until election is certified.	On-site (if requested), telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	On-site (if requested), telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

### 3.3 Election Support

- a. Starting fourteen (14) weeks before each Election Day and continuing seven (7) calendar days before Election Day, either the Dominion Project Manager (implementation) or Customer Relations Manager (ongoing support) will be available by cell phone, Monday through Friday, during the County's regular business hours, to provide election-related support services.
- b. Seven (7) calendar days before Election Day and continuing until completion of the Statement of Vote, the Dominion Customer Relations Manager will be available by cell phone to answer questions or respond to problems or concerns regarding the voting and tabulation of the hardware and software, the aggregation or tabulation of voting data, canvass, audit data or reporting of election results.

### **3.4 Logic and Accuracy Testing**

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

### **3.5 Election Day Support**

Dominion shall provide qualified and competent personnel Onsite during the hours required by this Agreement to support and enable the County's personnel to successfully conduct each Election.

### **3.6 Post-Election Support**

#### **3.6.1 Official Canvass**

Dominion will provide instruction regarding Democracy Suite generating reports associated with conducting the official canvass including, but not limited to, Interim, Semi-Final, and Final Statement of the Votes reports. Dominion will be available to assist the County's staff in generating canvass-related reports for elections through the 2021 election cycle. Dominion shall provide sample procedures and recommendations for the County to review.

#### **3.6.2 Recount**

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



**Schedule C-1**  
**Draft Implementation Schedule**

The following table provides an overview of the implementation draft milestones and activities. The Parties will finalize this initial Implementation Plan prior to the project kick-off.

**Insert Draft Schedule**

## Exhibit B

(Vendor Quote)

**Salt Lake County, UT**

Prepared by:

Dana LaTour

dana.laour@dominionvoting.com

**Q00005330**

Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
<b>Central Scanning: Absentee / Vote By Mail Hardware</b>				
ImageCast Central Kit - G2140 (5270)		7	\$25,000.00	\$175,000.00
Sub-Total				<b>\$175,000.00</b>
<b>In-Person Voting: Polling Location Hardware</b>				
MBP Kit #2 Portable High Volume (3490)		5	\$5,800.00	\$29,000.00
ImageCast X Kit - Prime (aluminum) VVPAT		700	\$3,500.00	\$2,450,000.00
Sub-Total				<b>\$2,479,000.00</b>
<b>Accessories</b>				
ImageCast X Voting Booth - Standard		700	\$295.00	\$206,500.00
ATI Kit - ICX - USB		10	\$375.00	\$3,750.00
ImageCast X VVPAT Printer Transport Bag		700	\$29.50	\$20,650.00
ImageCast X Prime Transport Bag - Single		700	\$60.00	\$42,000.00
Sub-Total				<b>\$272,900.00</b>
<b>Election Management Hardware</b>				
EMS Standard Server Kit (R630/WS2012/SS2016)		1	\$17,000.00	\$17,000.00
EMS Client Workstation Kit (3430)		2	\$1,700.00	\$3,400.00
EMS Adjudication Workstation Kit (3430)		4	\$1,700.00	\$6,800.00
Smart UPS 1500 (rack mountable)		1	\$800.00	\$800.00
Mini Server Rack - 12U		1	\$900.00	\$900.00
EMS Report Printer - LBP6230DW		1	\$125.00	\$125.00
Sub-Total				<b>\$29,025.00</b>
<b>Election Management Software</b>				
Rank Choice Voting Module	Approved by mgmt	1	\$1.00	\$1.00
Adjudication Module		1	\$50,000.00	\$50,000.00
Automated Test Deck Module		1	\$18,000.00	\$18,000.00
Mobile Ballot Printing Module		1	\$10,000.00	\$10,000.00
Democracy Suite Standard		1	\$250,000.00	\$250,000.00
Sub-Total				<b>\$328,001.00</b>
<b>Support Services</b>				
Project Management & Implementation (/day)	Logic & Accuracy Testing	3	\$2,000.00	\$6,000.00
Project Management & Implementation (/day)	Product Implementation & Support	10	\$2,000.00	\$20,000.00
Project Management & Implementation (/day)	Implementation	10	\$2,000.00	\$20,000.00
On-site Services - Election Day		2	\$4,500.00	\$9,000.00
Sub-Total				<b>\$55,000.00</b>
<b>Training</b>				
Training (/day)		12	\$2,000.00	\$24,000.00
Sub-Total				<b>\$24,000.00</b>
<b>Estimated Shipping</b>				
Bulk Shipping (estimated)	added two trucks for 700 booths;	2	\$4,320.00	\$8,640.00
Bulk Shipping (estimated)	ESTIMATED - Customer to pay actual	4	\$4,320.00	\$17,280.00
Sub-Total				<b>\$25,920.00</b>
<b>Total Purchase Sub-Total</b>				<b>\$3,388,846.00</b>
<b>Discounts</b>				
Discount	added 700 booths to original quote,	1	-\$31,500.00	-\$31,500.00



## Salt Lake County, UT

Prepared by:  
Dana LaTour  
dana.latur@dominionvoting.com

October 9, 2020

**Q00005330**

Budgetary Quote

Discount	Overall discount - DL changed to equal MM discount from 6-22	1	-\$827,977.50	-\$827,977.50
Sub-Total				<b>-\$859,477.50</b>

**Year 1 Purchase Total** **\$2,529,368.50**

### Annual Licenses

ImageCast Central Annual Firmware License - G2140		7	\$2,575.00	\$18,025.00
Mobile Ballot Printing Annual Software License Fee		1	\$2,000.00	\$2,000.00
ImageCast X Annual Firmware License - Prime		700	\$150.00	\$105,000.00
Automated Test Deck Annual Software License Fee		1	\$3,600.00	\$3,600.00
Adjudication Annual Software License Fee		1	\$10,000.00	\$10,000.00
Democracy Suite Standard Annual License Fee		1	\$50,000.00	\$50,000.00
Discount - Annual Licenses	Annual license discount - DL corrected to MM 6-22	1	-\$83,000.00	-\$83,000.00
Sub-Total				<b>\$105,625.00</b>

### Annual Warranties

ImageCast Central Annual Hardware Warranty - G2140		7	\$1,500.00	\$10,500.00
ImageCast X Annual Hardware Warranty - Prime		700	\$155.00	\$108,500.00
Discount - Annual Warranties	Annual warranty discount - DL changed to equal MM 6-22	1	-\$56,000.00	-\$56,000.00
Sub-Total				<b>\$63,000.00</b>

**Annual Fees** **\$168,625.00**

### Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.  
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.  
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.  
Annual warranties are optional.

### Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

# Exhibit C

(Vendor Terms and Conditions)

## EXHIBIT C

### VENDOR TERMS AND CONDITIONS AND PRICING SUMMARY

This Exhibit C is part of the Agreement between Dominion and Customer to which it is attached.

#### SCHEDULE A - SOFTWARE LICENSE TERMS AND CONDITIONS

**1. Definitions.** Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means Customer, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software, as the term is defined in the Agreement.

1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

#### **2. License Terms.**

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

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

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

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. **Intellectual Property Infringement Indemnification.** If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to the Software License fee, on a pro-rate basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

3. **Payment.** In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit B of the Agreement.

4. **Upgrades and Certification.** During the Term, Licenser may provide upgrades to Licensee under the following terms and conditions.

4.1. **Upgrades.** In the event that Licenser, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Customer's State, Licenser shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. **Certification Requirement.** Notwithstanding any other terms of this Agreement, Licenser shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

5. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licenser:

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

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

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

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

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

7. **Warranties.** The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software will comply with the voting system certification requirements and laws of the Customer's State (collectively the "Requirements") in effect as of the date the Software is certified by the certification authority of the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the Customer's State.

7.3. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.



## **SCHEDULE B - PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS**

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

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

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

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee 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 the Licensor, including without limitation:
  - (i) any commercial or non-commercial printer
  - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

**3. No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **SCHEDULE C - HARDWARE WARRANTY TERMS AND CONDITIONS**

- 1.1. Vendor Hardware Warranty Terms. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Schedule D. Vendor warrants that when used with the hardware and software configuration purchased through or approved by Vendor, 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 Vendor. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.
- 1.2. Vendor Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Vendor shall provide a replacement for the Dominion Hardware component or, at Vendor's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Vendor for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
  - 1.2.1. County shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Vendor, and Vendor shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to County.
  - 1.2.2. The following services are not covered by this Agreement, but may be available at Vendor's current time and material rates:
    - 1.2.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, seals, smart cards, removable memory devices, printer toner, scanner rollers, or any other consumable;
    - 1.2.2.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
    - 1.2.2.3. Dominion Hardware modified by any person other than those authorized in writing by Vendor.
- 1.3. No Other Warranties. VENDOR DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## SCHEDULE D - 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 in U.S. Dollars.

Description	Quantity	Unit Price	Extended Price
<b>ImageCast Central Tabulator</b> Canon G2140 high speed document scanner, OptiPlex 5270 All-in-One Series with pre-loaded software, ImageCast Central Software, ibutton driver, One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables.	7	\$25,000	\$175,000
<b>ImageCast ICX with VVPAT printer</b> 21-inch touchscreen tablet, ICX Firmware, 5 smart cards, VVPAT printer, cables, power cord	700	\$3,500	\$2,450,000
ImageCast X Voting Booth - Standard	700	\$295	\$206,500
<b>ATI Accessibly Voting Kit</b>	10	\$375	\$3,750
<b>ImageCast X VVPAT Printer Transport Bag</b>	700	\$29.50	\$20,650
<b>ImageCast X Prime Transport Bag</b>	700	\$60	\$42,000
<b>Mobile Ballot Printing Portable High-Volume Kits</b>	5	\$5800	\$29,000
<b>Election Management Software &amp; Hardware</b>			
Democracy Suite - Standard Software	1	\$250,000	\$250,000
Automated Test Deck Module	1	\$18,000	\$18,000
Mobile Ballot Printing Module	1	\$10,000	\$10,000
ImageCast Adjudication Application	1	\$50,000	\$50,000
Ranked Choice Voting Module	1	included	
Democracy Suite EMS Server Hardware Kit	1	\$17,000	\$17,000
Server Rack	1	\$900	\$900
Smart UPS 1500	1	\$800	\$800
Democracy Suite EMS Client Workstation	2	\$1,700	\$3,400
Democracy Suite Adjudication Hardware Kit	4	\$1,700	\$6,800
EMS Report Printer	1	\$125	\$125
<b>Shipping</b>	1	\$25,920	\$25,920

<b>Implementation and Training</b>			
Project Management and Implementation Support	10	\$2,000	\$20,000
Product Implementation and Support Training	13	\$2,000	\$26,000
Training	12	\$2,000	\$24,000
Election Set- up (1 election) included			
<b>Election Support</b>			
Election Day Support (2 Elections Total)	2	\$4,500	\$9,000
<b><i>SUBTOTAL</i></b>			\$3,388,846.00
<b><i>Discount</i></b>			(\$859,477.50)
<b>TOTAL EXTENDED PRICE</b>			<b>\$2,529,368.50</b>

#### **ANNUAL SOFTWARE LICENSE:**

a. Beginning January 1, 2022

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Democracy Suite Software Annual License</b>	1	\$50,000	\$50,000
<b>ImageCast Adjudication Annual License</b>	1	\$10,000	\$10,000
<b>Automated Test Deck Annual License</b>	1	\$3,600	\$3,600
<b>Mobile Ballot Printing Annual License</b>	1	\$2,000	\$2,000
<b>ImageCast Central Annual Firmware – G2140</b>	7	\$2575	\$18,025
<b>ImageCast ICX-VVPAT Annual Firmware License</b>	700	\$150	\$105,000
<b>Discount</b>			(\$83,000)
<b>TOTAL LICENSE FEE</b>			<b>\$105,625.00</b>

b. Beginning on January 1, 2023

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Rank Choice Voting Software Annual License</b>	1	\$25,000	\$25,000.00

\* Dominion reserves the right to adjust the Annual Software License Fee within five percent (5%) of the then current fee.

## ANNUAL HARDWARE WARRANTY (Beginning January 1, 2022)

Description	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Software	7	\$1,500	\$10,500
ImageCast X – VVPAT Accessible Units	700	\$155	\$108,500
Discount			(\$56,000)
<b>TOTAL WARRANTY FEE</b>			<b>\$63,000</b>

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer 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 Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer.

ID	Payment Invoice Date	Payment Amount
1	Agreement Signing	\$1,264,684.25
2	Completion of System Acceptance	\$1,011,747.40
3	Shipping	TBD
4	Certification of First Election	\$252,936.85
5	2022 License Fee (beginning 1/1/2022)	\$105,625.00
6	Annual License Fee (beginning 1/1/2023)	\$130,625.00
7	Annual Warranty Fee (beginning 1/1/2022)	\$63,000.00

### 3. **Detailed Deliverables Description**

- 3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon G2140 high speed document scanner
- 3.1.2 ImageCast® Central Software including third party Twain software
- 3.1.3 Dell All-in-One Series with pre-loaded software
- 3.1.4 iButton Security Key
- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

- 3.2 **ImageCast® Software.** The Dominion software includes, without limitation:
- 3.2.1 **AuditMark®.** For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
- 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®.
- 3.3 **ImageCast® X (“ICX”)**
- 3.3.1 **Application:** Is an application used for touchscreen DRE voting on tablets at a voting location. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code. The ballot consisting the voter's precinct and ballot style is presented to the voter on the tablet. All voting activity is performed at the tablet, including accessible voting. After review and completion of the ballot selections, the Voter Verified Paper Audit Trail (“VVPAT”) printer prints the voter's selections for review. Once reviewed, the voter is given an option to make changes or cast the ballot. When the ballot is cast, it is electronically recorded on redundant memories on the ICX.
- 3.3.2 **Components:** ImageCast X with VVPAT is composed of a 21” Avalue touchscreen, Android OS, DC 19V input, 6' cable, 5 smart cards, and 8GB flash drive and VVPAT printer.
- 3.4 **Democracy Suite EMS** is an Election Management System (EMS) that supports all ImageCast voting channels from a single comprehensive database. The Democracy Suite EMS consists of the following components:
- 3.4.1 **Election Event Designer (EED).** The 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 through the Election Data Translator (EDT) module from external systems or by defining election project entities without importing external data. It is important to note that an election project initiated through EDT can be further modified within the EED Client Application. The system can generate two types of paper ballots:
- Proofing ballots – ballots produced to allow election officials the ability to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot

barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

3.4.2 Results Tally and Reporting (RTR). The RTR Client Application is the application used for the tally, reporting and publishing of election results.

3.4.3 Audio Studio. The system uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast X Ballot Marking Device. The County also has the option to import human-recorded audio, with or without the use of Audio Studio. Pronunciation may be modified using the Cepstral's Swifttalker application. The system outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ImageCast X.

3.4.4 Automated Test Deck (ATD). ATD is an application used to create test decks for running Pre-Logic and Accuracy Test with marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables for testing.

3.4.5 Ranked Choice Voting Module (RCV). RCV is a software module that allows Salt Lake County to conduct elections under a single or batch elimination process depending on individual contest rules. The algorithm functions until the appropriate number of declared candidates remain based upon the rules and regulations of the County.

3.5 ***Adjudication.*** Multi-client application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to electronically adjudicate ballots requiring review based on exception criteria, such as overvotes, undervotes, blank ballots, write-in selections, and marginal marks. After ballots are adjudicated, the ballot image is appended with a record of that decision including the user's name, action taken by the user, and date and time of the action. This adjudication AuditMark® is appended to the ballot image under the original AuditMark®, which was manifested during tabulation.

3.6 ***Mobile Ballot Printing*** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.