



State of Georgia

State Entity: Secretary of State

Electronic Request for Proposals ("eRFP")

Event Name: Statewide Voting System

eRFP (Event) Number: 47800-SOS0000037

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §50-5-50 et seq.), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified Supplier, who will provide a new Statewide Voting System ("SVS") to the Secretary of State - State of Georgia (hereinafter, "the State Entity" and/or "GASOS") as further described in this eRFP.

Election Structure

State law provides for a uniform voting system where every county uses the same type of voting equipment. Georgia has 159 counties and 159 election superintendents who run elections for each respective county. The GASOS maintains the Voter Registration System ("eNet"), builds ballots for each federal, state, and county election, and creates Electronic Poll Book ("EPoll") files.

Statistics

Polling Places: Approximately 2,364

Registered Voters: Approximately 7,060,000 (93% Active Status; 7% Inactive Status)

Ballots Cast in November 2016 General Election: 4,165,405

Ballots Cast in November 2018 General Election: 3,949,905

2018 General Election Turnout Breakdown:

- 46.03% of Electors Voted on Election Day
- 47.99% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.67% of Electors Voted Absentee by Mail
- 0.31% of Electors Voted Provisionally

2016 General Election Turnout Breakdown:

- 41.20% of Electors Voted on Election Day
- 53.54% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.07% of Electors Voted Absentee by Mail
- 0.19% of Electors Voted Provisionally

Solution Requirements

The proposed Statewide Voting System must have the functionality to support all 159 counties that will use the same equipment, software, and processes for creating, collecting, and tabulating votes. Please refer to Section 8. "List of eRFP Attachments" for additional details.

1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services (“DOAS”) and all Suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers’ responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning the State Entity’s actual award strategy (single, multiple, split awards, etc.).

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	March 15, 2019	N/A
Bidders/Suppliers’ Conference Location: 2 Martin Luther King Jr. Drive, Suite 1514, West Tower, Atlanta, GA 30334 Attendance is Mandatory	March 28, 2019	10:00 a.m. EST
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 8, 2019	12:00 p.m. EST
Responses to Written Questions	April 12, 2019	5:00 p.m. EST
Proposals Due/Close Date and Time	April 23, 2019	2:00 p.m. EST
Vendor Demonstrations	TBD	TBD
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	4 to 5 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about)	6 to 7 Weeks after Closing	TBD

about); discretionary process		
Final Evaluation (on or about)	8 to 9 Weeks after Closing	N/A
Finalize Contract Terms	9 days after Final Evaluation	N/A
Notice of Intent to Award* [NOIA] (on or about)	10 to 11 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Verneicher Favors
vfavors@sos.ga.gov

1.6. Definition of Terms

Any special terms or words which are not identified in this State Entity eRFP may be identified separately in Attachment "B" to the eRFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

1.7. Contract Term

The initial term of the contract(s) is for 10 calendar year(s) from the execution date of the contract(s). The State Entity shall have 10 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded Supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to this eRFP, the Supplier is acknowledging that they:

1. Have read the information and instructions,
2. Agree to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the Supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at <https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until the Notice of Award is posted (or the eRFP is officially cancelled), Suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, as allowed by the Issuing Officer during the

Bidders/Suppliers' conference, or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any Supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFP, including questions posed at the Bidders/Offers conference (if any), must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP should be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. Attending Bidders/Suppliers' Conference

The Bidders/Suppliers' Conference or any other information session (if indicated in the schedule of events) will be held at the location referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory. Although, Suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Supplier must attend the conference in its entirety to be considered eligible for contract award. The Supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative that failed to sign in or arrives late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. State's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, the State Entity must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the Supplier's ability to perform, if awarded, the State Entity has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a Supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State

Entity to reject responses **that do not contain all elements and information requested in this eRFP**. A Supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case basis. A minor informality or irregularity is one which is merely a matter of form or some immaterial variation from the exact requirements of the solicitation having no effect or merely a trivial or negligible effect on a Supplier's proposal's total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to other Suppliers. DOAS maintains discretion to provide a Supplier with an opportunity to cure any deficiency resulting from a minor informality or irregularity in a response or waive any such deficiency when it is to the advantage of the State. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

- a. Failure of a Supplier to furnish the required information concerning the number of the Supplier's employees or failure to make a representation concerning its size.
- b. Failure of a Supplier to furnish cut sheets or product literature
- c. Failure of a Supplier to furnish financial statements
- d. Failure of a Supplier to furnish references
- e. Failure of a Supplier to indicate its contractor's license or other evidence of required licensure, except that a contract must not be awarded to the Supplier unless and until the Supplier is properly licensed under the laws of Georgia.

2.1.8. State's Right to Amend and/or Cancel the eRFP

The State Entity reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the Supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Supplier submitted its response) unless expressly stated otherwise in the Supplier's response. Therefore, each Supplier is individually responsible for reviewing the revised eRFP and making necessary or appropriate changes and/or additions to the Supplier's response prior to close of the eRFP. Suppliers are encouraged to frequently check the eRFP for additional information. Finally, the State Entity reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.10. Costs for Preparing Responses

Each Supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Supplier. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Suppliers' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures, including O.C.G.A. §50-5-67 and the Georgia Open Records Act. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

2.1.12.1: State Purchasing Act: The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, Supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award (or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award). Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request, including information marked as "confidential," "proprietary," etc. DOAS is under no obligation to notify Supplier of disclosure of records under the State Purchasing Act.

2.1.12.2 Georgia Open Records Act: After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to Supplier proposals and/or communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted.

2.1.12.2.1 Marking Submissions as "Confidential," "Proprietary," or "Trade Secret:" If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as "Confidential," "Proprietary," or "Trade Secret." All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as "Confidential" will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. Even though information submitted by a Supplier may be marked as "confidential," "proprietary," "trade secret" etc., the State Entity will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2.2 Submission of Redacted Copies: If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier

submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential," "proprietary," "trade secret" etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. Please note that the redacted version will be utilized for purposes of responding to requests for records pursuant to the Open Records Act. DOAS will provide access to copies of original bids and proposals in response to requests made pursuant to the State Purchasing Act. The State does not consider pricing information to be confidential or proprietary.

2.1.12.2.3 Trade Secret: In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include with its bid/proposal submission, an affidavit indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a "trade secret" shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. In general, the State does not consider pricing information to be trade secret.

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the Supplier hereby certifies that the Supplier and its lobbyists are in compliance with O.C.G.A. § 21-5-51 et seq.

2.2. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP, and submitting a response to the eRFP. Suppliers are required to access, print, and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the Supplier successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a Supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a Supplier to build and save a response over time until the Supplier is ready to submit the completed response. Each Supplier interested in competing to win a contract award must complete and submit a response to

this eRFP using Team Georgia Marketplace™. Therefore, each Supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/state-purchasing/purchasing-education-and-training/Supplier-training>

2.2.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “The State Entity eRFP Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the “header” level of the Event. Please select “View/Add General Comments & Attachments,” which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments,” the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors,” such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, the State Entity may also provide documents at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses,” which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost Proposal”) as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.

2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the State Entity can easily organize and navigate the Supplier's response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, Portable Document Format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

2.2.4. Uploading Forms

Once the Supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the Supplier to upload all of the documents and worksheets which were provided by the State Entity under the "View Event Attachments" link. Once the Supplier has completed the Event Attachments, the Supplier can then select "Add New Attachments" to upload the completed documents. The Supplier can upload as many documents as necessary in this section of the Event.
2. Second, the Supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the "View/Add General Comments & Attachments" link of the Event. To the right of each question or bid factor, the Supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments," the Supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the Supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the Supplier to select "Upload" in order to include an attachment as part of the Supplier's response. In the alternative, the Supplier can also select the link "Bid," which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the Supplier can select "View/Add Question Comments and Attachments" to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each Supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.

3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the Supplier. The State Entity will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier. Please note that submission is not instantaneous; therefore, each Supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the "View/Edit" feature for the Supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response, the Supplier may select "View/Edit." Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the Supplier should save its progress by selecting "Save for Later." Once revisions are complete, the Supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise make revisions to the submitted response or the Supplier's inability to resubmit a response prior to the eRFP end date and time.

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid.** As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted to

the State Entity. In the event a Supplier desires to withdraw its response after the closing date and time, the Supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, Suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding state holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

3.1. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The Supplier is required to maintain the following insurance coverage during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (a self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident – per employee	\$100,000
Bodily injury by disease – per employee	\$100,000
Bodily injury by disease – policy limit	\$500,000
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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- 4) Professional Liability / Errors & Omissions \$3,000,000
- 5) Fidelity Coverage \$1,000,000
- 6) Umbrella Liability \$5,000,000
- 7) Cyber Liability \$15,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be

canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The Supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

Performance Bond/Letter of Credit

The awarded Supplier(s) shall be required to furnish a performance bond or an irrevocable letter of credit to the State Entity for the faithful performance on the contract in an amount equal to 100% of the Contract Award. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State Entity within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded Supplier.

3.3. Proposal Certification

By responding to this solicitation, the Supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Supplier and the State Entity; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's response; and
3. That the response submitted by the Supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Supplier's offer may be held open for a lengthier period of time subject to the Supplier's consent; and
4. That the Supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to complete the Event Bid Factors and then upload the Worksheets titled "Supplier General Information," "Mandatory Response Worksheet," "Mandatory Scored Requirement Worksheet," and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the Supplier's technical proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions Suppliers may have available; rather, the Suppliers shall propose to meet the State Entity's needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected Supplier. Each Supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Supplier General Information

Each Supplier must complete all of the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the Supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible, and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible, and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but instead merely requires a response. All requirements labeled "Mandatory Scored" must be met by the Supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Scored Responses (No Additional Scored Questions)

All items labeled "Additional Scored Responses" represent information that is requested by the State Entity. Suppliers are encouraged to provide a thorough narrative description in the space provided in the **Additional Scored Response Worksheet**. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.6. Additional Information

As noted in Section 2.2.2 “eRFP Review,” please access and review all of the attachments provided by the State Entity within the Event. If supplemental materials are requested by the State Entity to be submitted by the Supplier as part of the technical proposal, the Supplier should upload these additional materials as noted in Section 2.2.4 “Uploading Forms.”

5. Cost Proposal

5.1. Cost Proposal

Each Supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations, and Award” of this eRFP. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the Supplier’s unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (1) the Supplier’s pricing as quoted on the eRFP’s provided cost worksheet and (2) the Supplier’s pricing as quoted by the Supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

5.2. Cost Structure and Additional Instructions

The State Entity’s intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each Supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

Download the cost worksheet, complete the worksheet, and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFP.

6. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this eRFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful Supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity’s contract. The State Entity will announce the results of the eRFP as described further in Section 6.9 “Public Award Announcement” of this eRFP.

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the Supplier's proposal passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

6.2.2. Review of Additional Scored Information Questions

For all proposals determined to be "Responsive Proposals," the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

The Supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.3.1. Cost Scoring

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Supplier deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the State Entity may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other Supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.3.3. Total Score

The Supplier's cost score will be combined with the Supplier's technical score to determine the Supplier's overall score (or "total combined score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	250 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" & Oral Presentations/Demonstrations	750 points
Total	N/A	1000 points

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

6.6. Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS' supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the Supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE STATE ENTITY URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the Suppliers' proposals, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible Suppliers or only those

Suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those Suppliers included in the competitive range must have highly-scored proposals.

After each round of negotiations (if any), the Supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the Supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The State Entity reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those Suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those Suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range

If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity may either (1) elect to negotiate with all responsive and responsible Suppliers, (2) limit negotiations to those Suppliers identified within the competitive range, or (3) limit negotiations to the number of Suppliers with whom the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those Suppliers identified within the competitive range, the State Entity will identify the competitive range by (1) ranking Suppliers' proposals from highest to lowest based on each Supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the State Entity determines the number of responsive and responsible Suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked Suppliers as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the Suppliers. However, whether or not the State Entity engages in verbal discussions, any revisions the Supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any Supplier failing to submit timely revisions

will not be disqualified from consideration for award based on its final proposal as accepted by the State Entity.

6.7. Selection and Award

The responsive and responsible Supplier receiving the highest Total Combined Score and with whom the State Entity is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations

The State Entity reserves the right to conduct site visits or to invite Suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the Supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors."

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is the State Entity's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this eRFP will be based upon the eRFP, the successful Supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful Supplier's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the awarded Supplier and any subsequent revisions to the awarded Supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the Supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the Supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Suppliers to better evaluate the costs associated with the eRFP and the potential resulting contract.

Exception to Contract

By submitting a proposal, each Supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Supplier is selected for potential award, the Supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Supplier. The State Entity reserves the right to proceed to discussions with the next best ranked Supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the Supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 “eRFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFP (this document)
- B. Special Term Definitions from Section 1.6 “Definition of Terms” of this eRFP
- C. Background and Scope of Work of this eRFP
- D. Mandatory Response Worksheet
- E. Mandatory Scored Response Worksheet
- F. Cost Worksheet
- G. Litigation and Default
- H. References
- I. Election Management System Form
- J. Polling Place Scanner Form
- K. Central Scanning Device Form
- L. Ballot Marking Device Form
- M. Electronic Poll Book Data Management System (EPDMS) Form
- N. Electronic Poll Book (EPoll) Form
- O. Potential Equipment Distribution
- P. Supplier Q & A Worksheet
- Q. Tax Compliance Form
- R. Certificate of Non-Collusion
- S. Department of Audits Immigration and Security Form
- T. Systems and Jurisdiction
- U. Contract – Place Holder for Contract
- V. Contract Exception Form
- W. County Delivery Points and Email Contacts

ATTACHMENT B – DEFINITIONS

Please review the following acronyms:

- ADA – Americans with Disabilities Act
- API – Application Programming Interface
- APO – Agency Procurement Officer
- ALM – Application Lifecycle Management
- BMD – Ballot Marking Device
- CO – Contracting Officer
- COAR – Contracting Officer Administrative Representative
- CV – Curriculum Vitae
- CSD – Central Scanning Device
- EAC – U.S. Election Assistance Commission
- EMS – Election Management System
- eNet – Georgia Voter Registration System
- ENR – Election Night Reporting System
- EPDMS – Electronic Poll Book Data Management System
- EPoll – Electronic Poll Book
- eRFP – Request for Proposal
- GASOS – Georgia Secretary of State
- HAVA – Help America Vote Act
- LAN – Local Area Network
- MLSA – Master Level Service Agreement
- O.C.G.A. – The Official Code of Georgia Annotated
- PPS – Polling Place Scanner
- SDLC – Software Development Life Cycle
- SEB – State Election Board
- SLA – Service Level Agreement
- SOW – Statement of Work
- SVS – Statewide Voting System
- TDP – Technical Data Package
- UAT – User Acceptance Testing
- VVSG – Voluntary Voting System Guidelines

Please review the following terms:

- Absentee In-Person Voting (Advance Voting) – the time period set by law, three weeks before an election, whereby voters may cast an in-person absentee ballot.
- Agency Procurement Officer (“APO”) or Contracting Officer (“CO”) – any person who is authorized to take actions on behalf of the State Entity: to enter into a contract, amend, modify, or deviate from the contract terms, conditions, requirements and specifications; terminate the contract for convenience or default; to issue final decisions regarding contract questions or matters under dispute. The APO or CO may delegate certain responsibilities to his or her authorized representative.
- Contract – the Contract awarded to a successful Supplier pursuant to this eRFP.
- Contract Administration – the management of actions taken to assure compliance with the terms of the contract after award.
- Contracting Officer Administrative Representative – any person designated to assist in the administration of the contract, or to assist the APO/CO in the discharge of his/her duties.

- Electronic Poll Book (“EPoll”) – combination of hardware and software that allows election officials to review and maintain voter registration information including voter lookup, verification, identification, precinct assignment, and ballot assignment.
- General Election – Election usually held the first Tuesday after the first Monday in November where candidates are elected to office.
- Supplier – an entity that submits a proposal to this eRFP.
- Optical Scan Ballots – marked paper ballots to be read by an optical or digital scanner to tabulate results.
- Overvote – a casting of more selections per race or ballot issue than allowed.
- Polling Place – designated voting facility where citizens cast ballots.
- Precinct – geographical area established in accordance with O.C.G.A. Title 21, within which all electors vote at one polling place.
- Primary Election – election held to narrow the field of candidates for the general election.
- Provisional Ballot – ballot that allows a voter whose name does not appear on the precinct elector’s list of registered voters to cast a ballot. Said ballot is not added to other voted ballots until it is determined by local election officials whether the individual was properly registered to vote in the election in question or not.
- Supplier(s) – companies desiring to do business with the state of Georgia.
- State Entity or Georgia Secretary of State (“GASOS”) – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.
- Undervote – a failure to register the maximum allowed number of selections for a race or ballot issue.
- Voter Verifiable Paper Record – paper ballot that the voter can read, prepared by the voter for the purpose of being read by an optical or digital scanner.
- Voting System – the totality of the components needed to fulfill the requirements of this eRFP for the in-person and absentee casting and tabulating of ballots.
- Warranty – a written guarantee issued to the purchaser of an item by its Supplier promising to repair or replace it if necessary within a specified period of time.

ATTACHMENT C – BACKGROUND AND SCOPE OF WORK

BACKGROUND

Following the 2000 presidential election in the United States and the ensuing controversy surrounding issues of balloting, then Secretary of State Cathy Cox led the effort to replace the multiple voting systems in use in 159 counties with a uniform solution (the same voting equipment and procedures statewide).

While the current Diebold Direct Recording Electronic (“DRE”) machines deployed in 2002 have given good service to the state, they are reaching the end of their useful life. Additionally, citizens in Georgia and across the nation have become increasingly concerned with election security. Both federal and state officials have been facing questions as to whether DRE machines, as well as other components of Georgia’s voting system, could be compromised. There is not now, or has there ever been, any evidence that Georgia’s voting system has been compromised, or that it has done anything but accurately count the legal votes of citizens who participate in the election process.

In 2017, the Georgia House of Representatives’ Science and Technology Committee (“STC”) held two meetings to discuss the future of Georgia’s voting equipment and overall system. In the first meeting, the Elections Director from the Secretary of State’s Office explained that the current system has worked well, but that Georgia should set a goal of replacing the system by the 2020 election cycle. The second meeting of the STC on this issue included demonstrations of some of the newest solutions available on the market.

The 2018 legislative session saw two bills introduced that were intended to modernize and update Georgia’s voting system and election code: House Bill 680 and Senate Bill 403. While neither of these bills passed, they increased discussion and understanding of the issues involved and the necessity of replacing the existing system.

Following the 2018 legislative session, then Secretary of State Brian Kemp established the Secure, Accessible, & Fair Elections (SAFE) Commission to examine the options for Georgia’s next voting system. The SAFE Commission’s mission was to thoroughly study and discuss all options for Georgia’s next voting system, with a focus on security, transparency, voter experience, accessibility and inclusion, voters’ ability to adjust to and use a new system, and election officials’ ability to adapt to a new system quickly and accurately.

The SAFE Commission’s final report made a series of recommendations that the Georgia General Assembly has used to outline a new Statewide Voting System that includes these major aspects:

1. Georgia should adopt a voting system with a verifiable paper vote record. Every effort should be made to implement this system statewide in time for the 2020 election cycle. The system should create an auditable paper record that the voter has an opportunity to review before casting. Rules should be put in place ensuring a rigorous chain of custody for these paper records, as are in place now for security of paper ballots and memory cards.
2. Georgia should remain a uniform system state, with each county using the same equipment that is initially provided by the state.
3. The implementation of a new system should include a training plan and budget to educate both voters and county election officials.
4. Any new system should ensure that disabled voters have the same opportunity for access and participation as other voters in accordance with the Help America Vote Act (“HAVA”) and the Americans with Disabilities Act (“ADA”). Any new system should be certified by the U.S. Election Assistance Commission (“EAC”).
5. Georgia’s new voting system should include new vote casting devices, new scanners, and new electronic poll books. There should be paper backups for each of these systems to the extent possible, including paper registered voter lists and ballots. For each new type of hardware,

steps should be taken to ensure both security and functionality. Any new hardware or software needs to be compatible with Georgia's existing Voter Registration System.

6. Given Georgia's history as a state that uses DREs and the familiarity of voters and election officials with this method of vote casting, Georgia should move to a primarily ballot marking device solution with verifiable paper ballots.
7. Georgia should require post-election, pre-certification audits.

Building upon the foundation laid in the 2018 legislative session and the guidance from the SAFE Commission's final report, House Bill 316 was introduced in the 2019 legislative session to authorize the purchase of a new voting system. HB 316 requires that in-person voting be conducted on ballot marking devices that print a voter handled verifiable paper ballot. It also requires that any new voting system be certified by the U.S. Election Assistance Commission. HB 316 passed the Georgia General Assembly on March 14, 2019.

With these directions from the Georgia General Assembly, the State Entity is releasing this Statewide Voting System eRFP.

Statistics

Polling Places: Approximately 2,364

Registered Voters: Approximately 7,060,000 (93% Active Status; 7% Inactive Status)

Ballots Cast in November 2016 General Election: 4,165,405

Ballots Cast in November 2018 General Election: 3,949,905

2018 General Election Turnout Breakdown:

- 46.03% of Electors Voted on Election Day
- 47.99% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.67% of Electors Voted Absentee by Mail
- 0.31% of Electors Voted Provisionally

2016 General Election Turnout Breakdown:

- 41.20% of Electors Voted on Election Day
- 53.54% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.07% of Electors Voted Absentee by Mail
- 0.19% of Electors Voted Provisionally

Election Structure

State law provides for a uniform voting system where every county uses the same type of voting equipment. Georgia has 159 counties and 159 election superintendents who run elections for each respective county. The GASOS maintains the Voter Registration System ("eNet"), builds ballots for each federal, state, and county election, and creates Electronic Poll Book ("EPoll") files.

Georgia has four methods of voting: absentee by mail voting using optical scan paper ballots, absentee in-person voting (three weeks of advance voting), provisional ballot voting, and Election Day voting. During absentee in-person voting, voters are able to vote in any advance voting location in their county, and on Election Day, voters must vote at their assigned polling place.

Federal, state, and county elections are held in even-numbered years. For partisan offices, there is a general primary and a general election. In order to win a primary, general, or special election in Georgia, a candidate must receive a majority of the votes cast for that office. If no candidate receives a majority of votes cast, a runoff election is held between the candidates with the two highest number of votes. Non-

partisan and judicial elections occur simultaneously and on the same ballot as the primaries in even-numbered years. Municipal elections usually occur in November of odd-numbered years, but some are held in even-numbered years.

SCOPE OF WORK

Overall Areas of Content to Emphasize in Responses

The more specifics and information each Supplier provides will better enable the State Entity's evaluation team to carry out its scoring and analysis. It is important to understand the overall intent of each section of the eRFP to ensure responses comply with the State Entity's requirements and show the overall experience that each Supplier can deliver.

A. Solution Requirements

1. The proposed SVS must have the functionality to support all 159 counties that will use the same equipment, software, and processes for creating, collecting, and tabulating votes. At a minimum, the proposed solution must be able to collect the following inputs and produce the following outputs:
 - Inputs
 - Contests to be voted on
 - Candidates or questions for each contest
 - District combos (define district-specific races for each specific voter)
 - Eligible voters
 - Outputs
 - Ballots
 - Election results
 - Voter participation and turnout
2. All other requirements to produce, maintain, and manage the SVS are included in the overall requirements of the eRFP. These include but are not limited to:
 - ADA accessibility
 - Application for creating ballots
 - Application for creating poll book datasets
 - Ballot Marking Devices ("BMDs") - ballot display and printing solutions
 - Electronic Poll Books ("EPolls")
 - Secure polling place ballot storage solution
 - Ballot counting solution
 - Application for result consolidation
 - Equipment for moving and storage of voting equipment and poll books
 - Training
 - User manuals and documentation
3. In-person (absentee in-person and Election Day) voting will be conducted solely with Ballot Marking Devices to mark ballots. Ballots marked using BMDs will be scanned and deposited into a secure ballot box. Provisional ballots will be available as required by law. To meet this requirement, the Supplier must deliver, during the first quarter of 2020, a minimum of:
 - Election Management System(s) ("EMS") needed for operation at the state level and 159 counties
 - Electronic Poll Book Data Management System(s) ("EPDMS") needed for operation at the state level and 159 counties

- 30,050 Ballot Marking Devices (“BMDs”)
 - 8,000 Electronic Poll Books (“EPolls”)
 - 3,665 Total Scanners (consisting of 3,500 Polling Place Scanners (“PPS”) and 165 Central Scanning Devices (“CSD”))
 - All related hardware
4. Suppliers must provide definitions of the application programming interfaces (“APIs”) between the proposed SVS and external systems. These systems include:
- Voter Registration System (“eNet”)
 - Election Management System (“EMS”)
 - Election Night Reporting (“ENR”)
5. The interface should provide a system-to-system interface that does not require data manipulation or conversion by staff. Suppliers must define all data transfers that require secure storage media to bridge air-gap environments between eNet and the proposed SVS. Suppliers must also define data transfer processes for the following:
- Inputs
 - Contests to be voted on
 - Candidates or questions for each contest
 - District Combos (define district-specific races for each specific voter)
 - Eligible Voters
 - Outputs
 - Ballots
 - Poll lists
 - Election results
 - Voter participation and turnout
6. Suppliers must identify all security measures utilized to secure data entering and leaving the proposed SVS. Suppliers must identify all security measures used to protect data between the proposed SVS applications in the air-gapped environment (EMS and EPDMS) and SVS applications outside of the air-gapped environment (EPolls, BMDs).

A. State Certification and Acceptance Testing

The proposed SVS must pass GASOS certification and acceptance testing. Acceptance testing is a state-executed examination of each component of the SVS before the component can be distributed by the Supplier to any local jurisdiction. If a component fails acceptance testing, the component cannot be forwarded to its assigned jurisdiction. The failed component is returned to the Supplier along with information outlining the reason for failure.

If a component passes acceptance testing, the component can then be delivered to the assigned jurisdiction with its testing documentation.

B. Staging and Delivery Requirements

1. The Supplier must secure and provide a distribution facility (or facilities) in the state of Georgia to complete any final assembly and testing of SVS components. The facility (or facilities) must be secure and accessible by GASOS personnel for acceptance testing of all units prior to distribution to the counties. The Supplier must also propose staffing in terms of full time equivalents (FTEs) and their available resources for assembly, testing, and distribution efforts given the compressed delivery schedules required for this proposal.

2. The Supplier should also propose and describe their plan to distribute equipment to the counties as part of their overall roll-out plan. The Supplier must design and describe the optimal plan of distribution, whether from one centralized distribution center or multiple regional distribution centers to cover delivery to all 159 counties and their secured facilities.

C. Company Background and Financial Capability

Suppliers must demonstrate stability and experience delivering similar projects to other customers by providing: case studies, references, company history, overall company resources, subcontractor or joint venture partner resources, previous experience implementing the proposed or similar solution with such subcontractor or joint venture partner, company organizational structure including number of employees/organizational chart, and the overall ability to execute this project. It is important to show company stability, sales levels, the necessary financial resources, and an overall ability to finance delivery, installation, buildout, implementation, support, maintenance, and all other requirements of the eRFP.

D. Hardware

Suppliers must provide specifications for equipment, equipment volume capacity (including all hardware required with the Supplier's system), any white papers, any environmental performance white papers, geographical locations where hardware is in use (including population numbers, density numbers, and customer experiences using the equipment). Provide overall system configurations and required equipment for each voting system or polling locations in exhibit form as well as a graphical description. Suppliers must also provide documented capability in all areas to ensure the ability to execute on this project deliverable.

E. Hardware Development

Each Supplier should describe its inventory on hand, inventory storage capacity, manufacturing capacity and ability to finance and deliver the state's necessary equipment levels. Suppliers should also include ability to deliver on future equipment enhancements, decommission current machines, and replace of hardware, excess inventory, and any specific advantages the Supplier may possess in delivering on this specific eRFP. For this and all key deliverables, Suppliers should include named resources and CVs for all key personnel including subcontractor or joint venture partner resources and previous experience implementing the proposed or similar solution with such subcontractor or joint venture partner.

F. Software Development

The Supplier should describe its company resources and financial commitment as a percentage of revenue, including overall development models, programming language and specifics, database modeling, lifecycle management, testing resources, and release management plan via white papers, models, and any other documentation to demonstrate domain expertise. For this and all key deliverables, include named resources and CVs for all key personnel including subcontractor or joint venture partner resources.

G. Consumables/Peripherals

It is important for the State Entity to understand the costs associated with peripherals and consumables for the proposed SVS and eventual purchase by local jurisdictions. Details should be provided for both equipment required peripherals and consumables with minimum unit pricing in a Master Services Level Agreement (MSLA); also be able to accommodate local jurisdiction aggregated purchases per Georgia law.

H. Security

The proposed SVS must ensure security and ballot secrecy for all forms of voting (absentee by mail, absentee in-person, and in-person on Election Day). Additionally, the proposed SVS must integrate with the State Entity's current Voter Registration System ("eNet") (Vendor: PCC Technology Group) and integrate with the State Entity's current Election Night Reporting system ("ENR") (Vendor: Scytll). In addition to these overall requirements, the proposed SVS must have the following core functions:

- Creation of the election ballot styles
- A method for distribution of all ballot styles
- Creation of electronic poll book datasets for the election
- A method for distributing poll book datasets
- A method for access and use of poll books at polling locations
- Methods for presenting correct ballot to voter
- A method for documenting the ballot results
- A method for provisional balloting
- A method for counting ballots
- A method for tabulating all results
- Produce state, county, precinct, district, precinct combo, and municipal results
- Security for protecting data integrity
- A solution for maintaining chain of custody of ballots throughout the election process

Suppliers must provide details as to the security of your company and equipment including supply chain and ownership. This security overview should include specific software and cyber defenses in design, manufacturing, functionality, and delivery of all components of the offering. This should also include physical security capabilities on each component of the offering as well as tamper-evident properties of all aspects of the offering.

I. Implementation Plan

For the purposes of this eRFP, the Supplier's preliminary plan and estimates for delivery are to be in a phased roll-out as a pilot project and then a full roll-out to all counties.

Phase 1 will be the full inventory distribution and necessary training of up to ten (10) counties selected by GASOS to participate in a pilot project to be executed in November 2019. The pilot equipment will be used in any associated November 2019 election scheduled for the selected counties.

Phase 2 will be broken into two parts. Phase 2 – Part 1 will be distributing a minimum of five (5) BMD, two (2) PPS, and one (1) EMS computer to each county (159). These components will facilitate election official and poll worker training activities. Phase 2 – Part 2 will be the full distribution of all equipment to the counties including training. Phase 2 – Parts 1 and 2 will begin after the distribution of equipment to the counties participating in the scheduled pilot project in November 2019.

Completion of Phase 2 – Part 1 will be completed by end of the fourth quarter of 2019 (December 31, 2019). Completion of Phase 2 – Part 2 will be completed prior to the end of the first quarter of 2020 (March 31, 2020).

Suppliers should include detailed plans to demonstrate domain and project management expertise for the delivery and execution of the proposed SVS.

It is important that each Supplier's response to the eRFP display its company resources, project plans, implementation strategy including physical logistics and the overall ability to provide the necessary support to deliver this project to all 159 counties. Detailed project plans and project approaches for this and similar projects are important to the assessment. For this and all key deliverables, Suppliers should

include named resources and CVs for all key personnel including subcontractor or joint venture partner resources.

J. Support

Suppliers must provide details for any additional support the Supplier will provide to supplement GASOS resources and counties, including replacement units and system parts, ballot building capability, call center resources, ticketing systems, Service Level Agreements (SLA), and any other core competencies the Supplier can offer to ensure project success with named resources and CVs for all key personnel.

K. Training

Suppliers must provide details for the training support the Supplier will provide to supplement GASOS and county resources. Include call center resources, staff training, training materials, and any other core competencies the Supplier would include in its eRFP response in order to ensure project success. For this and all key deliverables, include named resources and CVs for all key personnel including subcontractor resources.

L. Ease of Use

Suppliers must provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback that give the Supplier specific advantages over other voting equipment solutions.

RFP NAME: Statewide Voting System				
RFP NUMBER: 47800-SOS0000037				
SUPPLIER:				
Attachment D - Mandatory Questions				
Suppliers must answer all the questions in this spreadsheet in the cell provided.				
<u>Failure to answer these questions will result in disqualification of the proposal.</u>				
Suppliers must indicate whether their proposal meets each individual requirement and provide a supporting narrative. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column to provide additional information about specific questions. Documents not requested in this column will not be evaluated.				
DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.				
Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attchts with Additional Information?	Attachment File Name
	Proposal Factors			
1	EAC Certified. The proposed SVS must be certified by the U.S. Election Assistance Commission (EAC) and must have obtained (at minimum) EAC certification in conformance with the Voluntary Voting System Guidelines (VVSG) Version 1.0. Provide EAC certification documentation.		Yes	0-1 EAC Certification
2	Voter-Handled Paper Ballot Verification. The proposed SVS solution must provide a voter verifiable paper ballot for every vote cast. The proposed SVS must produce a physical, voter-handled ballot containing the voter's selections from the input made by the voter. It must also facilitate navigating, marking, and reviewing the displayed ballot on the Ballot Marking Device (BMD) that can be printed, scanned, imaged, and tabulated by the Polling Place Scanner (PPS) and Central Scanning Device (CSD). Provide example BMD and Absentee by Mail ballots created by the proposed SVS.		Yes	0-2 Example Ballots

3	<p>State Level and EPoll Dataset-Building and Reporting. Supplier must propose a SVS solution that includes:</p> <ul style="list-style-type: none"> - State level ballot building (EMS) - EPoll data set building and reporting (EPDMS), - Electronic Poll Books (EPoll), - Ballot Marking Devices (BMD), - Polling Place Scanners (PPS), - Central Scanning Devices (CSD), - Consumables, - and Peripherals <p>Provide the name and configuration of the product(s), product descriptions, and quantity proposed to be provided in the SVS (do not include cost).</p>		Yes	0-3 Proposed SVS
4	<p>Organizational Structure/CVs. List key personnel including personnel that would supervise implementation of the proposed SVS and provide a CV or resume for each person uploaded as "Organizational Structure."</p>		Yes	0-4 Org Structure
5	<p>Litigation and Default. List all litigation, contract breaches, and events of default you have been a party to in the past ten years on the attached form titled "Litigation and Default."</p>		Yes	0-5 Litigation and Default
6	<p>Financials. Provide evidence of financial health to include, if available, financial statements, financial institution agreements for inventory and production, balance sheets, profit and loss reports for the past three years, Dun and Bradstreet Business Credit Reports, and PAYDEX Score uploaded as "Financial Documentation."</p>		Yes	0-6 Financial Docs
7	<p>References. Provide a list of current and past clients that have implemented a similar voting system solution to the proposed SVS on the form titled "References."</p>		Yes	0-7 References

RFP NAME: Statewide Voting System			
RFP NUMBER: 47800-SOS0000037			
SUPPLIER:			
Attachment E - Mandatory Scored Questions			
Suppliers must answer all the questions in this spreadsheet.			
<u>Failure to answer these questions will result in disqualification of the proposal.</u>			
Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.			
DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.			
Question #	Questions per Proposal Factors/Categories	Upload Attchts with Additional Information?	Attachment File Name
1	Business Background and Financial Capability		
1.1	Describe the history of your business and organizational structure. Describe the organization and ownership structure to include parent companies, divisions, subsidiaries, headquarters, and regional offices. List key personnel including personnel that would supervise implementation of the proposed SVS and provide a CV or resume for each person uploaded as "Organizational Structure."	Yes	1-1 Org Structure
1.2	Describe your prior experience providing a similar solution to the proposed SVS and include how long you have offered this type of solution. Explain why the system is proposed as a solution for Georgia.	Yes	1-2 SVS Experience
1.3	Complete the attached form titled "Systems and Jurisdictions Implemented" to list jurisdictions where you have implemented a similar solution to the proposed SVS. Include the name, size and type of jurisdiction, the year of implementation, type of system implemented, and other details to explain the applicability of the comparison with Georgia.	Yes	1-3 Implementations
1.4	Describe how your company is financially positioned to handle a project of this size and scope under the timeframe required.	Yes	1-4 Financial Narrative
2	Election Management System (EMS)		
2.1	Complete the attached form titled "Election Management System" and include narrative.	Yes	2-1 EMS
2.2	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	2-2 EMS Validation
2.3	Describe the proposed EMS' post-election auditing capabilities.	Yes	2-3 EMS Audit
2.4	Define how the proposed EMS can be virtualized to run on GASOS and county virtual operating system (OS) environments.	Yes	2-4 EMS Virtual
2.5	Describe how the proposed EMS configures BMD, PPS, and CSD for provisional balloting.	Yes	2-5 EMS Provisional
2.6	Ease of Use for GASOS and Local Election Officials: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	2-6 EMS Ease of Use
2.7	Describe how the proposed EMS will support the building of ADA accessible ballots.	Yes	2-7 EMS ADA
2.8	Describe how the proposed EMS interfaces with upstream and downstream applications.	Yes	2-8 EMS Interface
3	Polling Place Scanner (PPS)		
3.1	Complete the attached form titled "Polling Place Scanner" and include narrative.	Yes	3-1 PPS

3.2	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	3-2 PPS Validation
3.3	Describe your PPS' tabulation process.	Yes	3-3 PPS Tabulation
3.4	Describe what functions the PPS provides to assist with post-election audits.	Yes	3-4 PPS Audit
3.5	Ease of Use for Local Election Officials and Voters: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	3-5 PPS Ease of Use
3.6	Ballot Scanning Capacity: Provide the number of ballots that can be held by the ballot box to which the proposed PPS would be connected. Specify capacity by ballot size dimensions.	Yes	3-6 PPS Capacity
3.7	Describe how the proposed PPS handles adverse environmental and physical ballot conditions (i.e. water, humidity, bent or torn ballots, etc.).	Yes	3-7 PPS Environment
3.8	Describe how the proposed PPS will support ADA accessibility for scanning ballots.	Yes	3-8 PPS ADA
4	Central Scanning Device (CSD)		
4.1	Complete the attached form titled "Central Scanning Device" and include narrative.	Yes	4-1 CSD
4.2	Describe your CSD's tabulation process.	Yes	4-2 CSD Tabulation
4.3	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	4-3 CSD Validation
4.4	Describe how the CSD assists with post-election audits.	Yes	4-4 CSD Audit
4.5	Ease of Use for Local Election Officials: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	4-5 CSD Ease of Use
4.6	Ballot Scanning Capacity: Describe the number of ballots per minute that can be scanned, imaged, and tabulated by the proposed CSD. Specify by ballot type and size.	Yes	4-6 CSD Capacity
4.7	Describe how the proposed CSD handles adverse environmental and physical ballot conditions (i.e. water, humidity, bent or torn ballots, etc.).	Yes	4-7 CSD Environment
5	Ballot Marking Device (BMD)		
5.1	Complete the attached form titled "Ballot Marking Device" and include narrative.	Yes	5-1 BMD
5.2	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	5-2 BMD Validation
5.3	Describe how the proposed BMDs transition from Absentee In-Person voting to Election Day use.	Yes	5-3 BMD Transition
5.4	Ease of Use for Local Election Officials and Voters: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	5-4 BMD Ease of Use
5.5	Describe the impact of environmental factors on ballot printing related to BMDs. Describe if the printed surface of the paper ballot produced by a BMD is subject to smearing, erasure, or other intentional or accidental environmental factors such as water, oils from human skin, or other elemental substances one might find in an election office, warehouse, or polling location.	Yes	5-5 BMD Environment
5.6	Describe how the proposed BMD will support ADA accessibility.	Yes	5-6 BMD ADA
6	EPoll Data Management System (EPDMS)		
6.1	Complete the attached form titled "EPoll Data Management System" and include narrative.	Yes	6-1 EPDMS
6.2	Describe how election configuration information is loaded. Is it done via encrypted, removable memory devices created by the EPDMS or through direct a connection to EPDMS through a LAN?	Yes	6-2 EPDMS Media
6.3	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	6-3 EPDMS Validation
6.4	Ease of Use for the State and Election Official: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	6-4 EPDMS Ease of Use

7	Electronic Poll Book (EPoll)		
7.1	Complete the attached form titled "Electronic Poll Book" and include narrative.	Yes	7-1 EPoll
7.2	Describe how election configuration information is loaded. Is it done via encrypted, removable memory devices created by the EPDMS or through direct a connection to EPDMS through a LAN?	Yes	7-2 EPoll Media
7.3	Describe any software/firmware validation tools built into the device for use in installation, pre-election, and post-election testing to verify that software/firmware has not been modified.	Yes	7-3 EPoll Validation
7.4	Ease of Use for the Election Official: Provide and demonstrate customer experiences via referrals and specific case studies or white papers including access, special features, and any other customer feedback.	Yes	7-4 EPoll Ease of Use
8	Consumables/Peripherals		
8.1	Describe all consumables used to support the proposed SVS, including estimated life of each product, spoilage/scrap rate, manufacturer, product specifications, part numbers, and quantities required for each piece of equipment or polling place. Examples of consumables include, but are not limited to, ink cartridges, paper, replacement parts, etc.	Yes	8-1 Consumables
8.2	Describe all peripheral equipment used to support the proposed SVS. Details should include manufacturer, product specifications, part numbers, and quantities required for each piece of equipment or polling place. Peripherals should include any and all equipment that is required for use, including spare parts, memory cards, equipment stands, proprietary cables or connectors, etc. Also describe non-proprietary equipment that you can provide or provide details for items available for purchase outside of the Master Service Level Agreement (MLSA), including generic cables, extension cords, etc.	Yes	8-2 Peripherals
9	Training and Support - State Level		
9.1	Provide an extensive, in-depth training plan and documentation for GASOS staff on the setup and use of the proposed EMS in creating and configuring election databases for use in Georgia elections and primaries.	Yes	9-1 GASOS Train EMS
9.2	Provide an extensive, in-depth training plan and documentation for GASOS staff on the setup and use of the proposed PPS, CSD, and BMD.	Yes	9-2 GASOS Train Equip
9.3	Provide extensive, in-depth training plan and documentation for GASOS staff on the setup and use of the proposed EPDMS and EPolls.	Yes	9-3 GASOS Train EPoll
10	Training and Support - County Level		
10.1	Provide an extensive, in-depth training plan for county election officials on the setup and use of the proposed PPS, CSD, and BMD. Include a diagram of Advance-In Person voting and Election Day setup of all proposed SVS components.	Yes	10-1 County Training

10.2	<p>Provide a training plan and documentation to each county elections office on, at minimum, the following:</p> <ol style="list-style-type: none"> 1. Loading prepared election database to EMS. 2. Setting amount of Absentee by Mail scanning, Absentee In-Person voting, Election-Day use, and Provisional scanning equipment in EMS to be used for a given election. 3. Viewing and printing pre-election proofing reports from EMS. 4. Preparing necessary election media from EMS for use in the proposed PPS, CSD, and BMD. 5. Preparing and testing equipment for Absentee by Mail scanning, Absentee In-person voting, Election Day use, and Provisional scanning. 6. Configuring and sealing equipment for Absentee by Mail scanning, Absentee In-person voting, Election Day use, and Provisional scanning. 7. Absentee In-Person voting equipment opening and closing procedures (PPS, BMD, EPoll). 8. Election Day equipment opening and closing procedures (PPS, BMD, EPoll). 9. Polling scanning procedures. 10. Central scanning procedures. 11. Transitioning equipment from Absentee In-person voting use to Election Day use. 12. Basic equipment troubleshooting, while in use. 13. Removing and securing collected ballots and removable media. 14. Recovering archived data from internal memory (PPS, EPoll, and CSD). 15. Uploading removable media to EMS. 16. Producing tabulation reports from EMS. 17. Generating export files from EMS for Election Night Reporting (ENR). 18. Preparing post-election documentation from EMS. 19. Preparing finalized copy of election results from EMS for delivery to GASOS for certification. 20. Conducting recounts. 21. Conducting post-election audits. 22. Proper storage and maintenance of all SVS components. 	Yes	10-2 County Train Docs
11	Ballot Building Support		
11.1	State Level Support - Describe your ability to build ballots for all federal, state, county, and municipal (if executed on the proposed SVS) elections through June 30, 2021.	Yes	11-1 Ballot Building
11.2	State Level Support - After June 30, 2021, describe your ability to provide phone support to the GASOS until the end of the Contract, including 24/7 support on Election Day and normal GASOS business hours (8:00 AM to 5:30 PM) 45 days prior to each election.	Yes	11-2 GASOS Phone
11.3	County Level Support -Describe your ability to provide voluntary, county-requested on-site support to county election offices in the general use of the proposed EMS when loading a prepared election dataset, creating and uploading necessary election media, and generating pre and post-election reports through December 31, 2020.	Yes	11-3 County Support
11.4	County Level Support - Describe your ability to provide phone support to county election offices in the general use of the proposed EMS when loading a prepared election dataset, creating and uploading necessary election media, and generating pre-election and post-election reports through December 31, 2021.	Yes	11-4 County Phone
12	Project Management and Program Support		
12.1	Provide detailed organizational charts, project management methodology, named resources, use of external resources, and work history of projects completed using those resources.	Yes	12-1 PM Plan
12.2	Provide detailed staffing and project management requirements/organizational structure and time commitments required of GASOS staff. Describe the organizational structure and full time equivalent (FTE) required for each resource.	Yes	12-2 PM Staff

12.3	Provide a high-level project plan with timeline to implement a project of this magnitude and demonstrate historical information of similar projects and approach to demonstrate ability to deliver this project on schedule.	Yes	12-3 PM Time
12.4	Provide a roll-out plan for deploying all components of the proposed SVS to the GASOS for up to 10 local jurisdictions for use in November 2019 elections by August 1, 2019. Reference Attachment O - Potential Equipment Distribution.	Yes	12-4 Deploy 1
12.5	Provide a roll-out plan for deploying of a representative sample of equipment for each county by December 2019. Reference Attachment O - Potential Equipment Distribution.	Yes	12-5 Deploy 2
12.6	Provide a roll-out plan for deploying all equipment to all 159 counties through a phased roll-out in the first quarter of 2020. Reference Attachment O - Potential Equipment Distribution.	Yes	12-6 Deploy 3
13	Application Lifecycle Management and Release Management Plan		
13.1	Detail all of the environments used for your development lifecycles (i.e. development, sandbox, user acceptance testing (UAT), and production).	Yes	13-1 ALM
13.2	Provide a description of testing protocols and outputs provided to GASOS used to formalize releases and make sure all testing has been completed prior to any release. Include sample use cases and sample test results.	Yes	13-2 ALM Test
13.3	Provide a generic map or description of your system development lifecycle (SDLC) process for implementing the proposed SVS, GASOS staff required for each SDLC step, your personnel or resources for each step, and provide a generic timeline that is representative of a typical installation for an entity similar to the GASOS.	Yes	13-3 ALM Map
14	Current Equipment Inventory and Production Capacity		
14.1	Describe your plan to deliver all acceptance tested SVS components and associated peripherals to the GASOS and each county election office in Georgia during the first quarter of 2020.	Yes	14-1 Accept Test
14.2	Provide your SVS equipment specifications and full inventory required (PPSs, CSDs, BMDs, EPolls, etc.).	Yes	14-2 Equip Spec
14.3	Identify the replacement process and cycle time for equipment that fails acceptance testing.	Yes	14-3 Replacement
14.4	Identify testing failure rates currently seen on new deployments of implementations similar to this project.	Yes	14-4 Fail Rates
15	Lifecycle Inventory Management and Support		
15.1	Identify the spare inventory management model to be to be used with this Contract.	Yes	15-1 Spares
15.2	Identify SVS equipment that will be replaced by the Supplier.	Yes	15-2 Supplier Replace
15.3	Describe the process for jurisdictions to submit requests for SVS equipment repair or purchase additional equipment.	Yes	15-3 Repair Request
15.4	Describe the process for jurisdictions to purchase SVS peripherals (i.e. storage media devices, ballot storage boxes, batteries, etc.).	Yes	15-4 Purchase Equip
15.5	Describe the process for jurisdictions to purchase consumables necessary to operate the proposed solution (i.e., paper, toner, etc.).	Yes	15-5 Purchase Consum
15.6	Provide examples of common repair requests seen on like systems with other customers.	Yes	15-6 Common Repairs
15.7	Provide typical repair turnaround process and times.	Yes	15-7 Turnaround
16	Supply Chain Continuity		
16.1	Describe your measures in place and commitments to assure availability of products, components, software, services, and other deliverables for possible length of contract with renewals (15+ years). Describe whether second sourcing of generic or proprietary products is available or could be obtained by the GASOS or counties in the event of a failure or disruption in supply by the Supplier; price protection available to assure reasonable market prices for the life of the contract; and options available for services or upgrades from independent service organizations (if any) authorized or licensed by Supplier.	Yes	16-1 Supply Chain
17	Quality Assurance		

17.1	All equipment must be presented to the GASOS for acceptance testing before distribution. All equipment that fails acceptance testing is prohibited from distribution and shall be returned to the Supplier, at Supplier cost. Describe your quality assurance plan to meet the above requirement to ensure that new and repaired equipment moves efficiently through GASOS acceptance testing.	Yes	17-1 Quality Assurance
18	Documentation		
18.1	Provide a complete technical data package (TDP) for the proposed SVS.	Yes	18-1 TDP
18.2	Provide a system map for the proposed SVS that explains how each component (EMS, EPDMS, PPS, CSD, BMD, etc.) creates the overall proposed SVS.	Yes	18-2 System Map
18.3	Provide user guides and manuals for all components of the proposed SVS to the GASOS and to all county election offices.	Yes	18-3 User Guides
18.4	Provide storage guidelines for all components of the proposed SVS to the GASOS and to all county election offices.	Yes	18-4 Storage Guide
18.5	Provide a sample of county election official training documentation to the GASOS on the basic setup and use of all components of the proposed SVS.	Yes	18-5 County Train Sample
18.6	Provide a sample of poll worker training documentation to all counties on the basic setup and use of the proposed BMD, PPS, and EPoll solutions.	Yes	18-6 PW Train Sample
18.7	Provide a sample of voter instructional information on the use of the proposed BMD and PPS solutions.	Yes	18-7 Voter Info Sample
19	New Technology		
19.1	During the term of the Contract, the GASOS may wish to incorporate new components or technologies within the scope of the proposed SVS, which at the time of the Contract's start date were unavailable. Describe how you would manage this process.	Yes	19-1 New Tech
19.2	Supplier may request to add additional types of SVS components throughout the term of the Contract. Describe how you would manage this process. (i.e., introduction of a new model of equipment because of end of life of a component).	Yes	19-2 Add Component
20	Ballot Printing		
20.1	Describe your ballot-on-demand solution.	Yes	20-1 BOD
20.2	Describe your ballot printing solution for Absentee by Mail voting.	Yes	20-2 Abs Mail
21	System Data, Security, and Access		
21.1	Describe how data is imported into the proposed SVS and how data is exported out. Describe how this process is protected against a cyber attack.	Yes	21-1 Cyber
21.2	In the proposed SVS, describe how you handle data security. - Data security for data in transit in and out of the proposed SVS from external systems. - Data security for data at rest in the EMS. - Data security for data in transit in the EMS. - Data security for data at rest in the polling place (EPolls, PPS, and CSD). - Data security for data in transit to and from the polling place (EPolls, PPS, and CSD).	Yes	21-2 SVS Security
21.3	Describe how and how often your business is assessed for cybersecurity and your notification plan to GASOS of any incidents, events, or threats. What standards are followed in establishing cybersecurity to protect your development and repair environment?	Yes	21-3 Security Assess
21.4	Describe the best practices that you recommend for protecting the environment that you are proposing for the SVS.	Yes	21-4 Best Practices
21.5	Describe if the proposed SVS employs any type of wireless, Bluetooth, or internet communication. If yes, what protocols and what security standards do you use? Can it be turned off and still allow the SVS to function?	Yes	21-5 Connect

21.6	What type of user access protection is required for each part of the proposed SVS? What is required for administrative and maintenance access to SVS equipment?	Yes	21-6 Access
21.7	Describe the process for updating the proposed SVS as security requirements change. Describe how often updates are supplied and the certification process for these updates.	Yes	21-7 Updates
21.8	Describe if any component of the proposed SVS has a key, dongle, licensing time clock, or disabling device.	Yes	21-8 Key
21.9	For physical security purposes, provide footprint dimensions for storage and use for all equipment proposed in the SVS environment including stacking height for storage and placement spacing while in use. Also, list all GASOS or county supplied equipment that would be required to store and use the proposed SVS (i.e. tables, chairs, extension cords, privacy shielding, computer hardware, etc.).	Yes	21-9 Footprint
21.1	Describe your method of securing voted paper ballots upon removal from the PPS for transport and storage.	Yes	21-10 Ballot Secure
21.11	Describe the chain of custody best practices that you recommend for handing completed ballots during collection, in transit, and in storage to ensure the security of the ballots.	Yes	21-11 Chain
21.12	Describe how the proposed SVS prevents “stuffing the ballot box” with paper ballots printed from BMDs and/or photocopied or otherwise forged ballots.	Yes	21-12 Ballot Box
21.13	Describe your proposed SVS’ physical security features including seals, locks, and tamper-evident features and describe if there are any exposed data ports such as USB ports, cable inputs, etc. on any components.	Yes	21-13 Physical Security
22	Post Election Audits		
22.1	Describe the proposed SVS’ hardware and software features that facilitate post-election tabulation audits.	Yes	22-1 Tab Audit
22.2	Describe the proposed SVS’ ability to facilitate risk limiting audits including the creation of a cast vote record and the format of the cast vote record.	Yes	22-2 Risk Audit

eRFP Proposal for the Georgia Secretary of State	
2019	
eRFP Name	
Statewide Voting System	
eRFP Number	
47800-SOS0000037	
Vendor Name	
Vendor Address	
Vendor Point of Contact and Contact Information	

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Vendor	0
	The purpose of the Cost Model for this eRFP is to provide a fixed price fee structure for initial purchase and a total cost of ownership for a ten (10) year period so that the Suppliers' responses can be compared equitably. At a minimum , each Supplier should provide the details for the line items requested for: the initial purchase requirements, installation, cost through December 31, 2021 as covered in the warranty period, and the remaining costs for the ten (10) year term of the contract.
	Each Supplier is encouraged to supplement this pricing information with additional details as a separate worksheet and/or line items to demonstrate a fully loaded cost. Pricing information should support and demonstrate the ability to cover all costs associated with the requirements and as detailed in your responses to the Mandatory Scored Questions.
	Note that the Cost Model Evaluation will include the initial ten (10) year term of the contract to ensure that the interest of the counties is represented in the proposal and for them to budget for future years. The initial cost through December 31, 2021 to fully purchase, distribute, implement, and train all GASOS employees and counties (fully loaded) will be considered under and constrained by the budget proposal as defined by the Georgia General Assembly.
	The initial cost through December 31, 2021 to fully purchase, distribute, implement, and train all GASOS employees and counties (fully loaded) will be constrained by the budget proposal as defined by the Georgia General Assembly.

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eRFP	
This section will be used to capture the total contract cost for the initial equipment purchase, implementation, and training and will be included in the Cost Model Calculation.	
Post Warranty	
After the initial purchase and two year initial warranty period through December 31, 2021, the state and counties will need details for the additional cost to support the software via software and licensing fees and all equipment through applicable additional maintenance and warranty costs. This worksheet is to provide these details and will be included in the Cost Model Calculations.	
County Purchases	
After the initial purchase and two year initial warranty period through December 31, 2021, counties will need details for the additional cost for consumables to support elections for counties of various sizes. The cost model includes four sections to capture the cost for extra large counties (200,000 ballots), large counties (75,000 ballots), medium counties (35,000 ballots) and small counties (10,000 ballots) to be included in the Cost Model Calculations. There is an additional section for reference only that will be used as check sum and data point for consumables to support an election with 7,000,0000 ballots and will not be included in the Cost Model Calculations.	
Implementation Worksheet	
This worksheet is to be used to show your detailed implementation costs and will be a subset of the total of your implementation costs as captured in the eRFP tab. This worksheet will not be included in the Cost Model Calculations except as an item in the eRFP tab and line item total.	
Cost Calcs	
The Supplier is to provide no information on this tab, it is to be calculated from the populated sections covered. The Supplier should confirm and check that the totals from the individual worksheets are accurately reflected.	
Additional Products and Services	
This worksheet will be used to capture future equipment purchases that may be independently made and pricing that could be used to create a Contract MSLA and will not be included in the Cost Model Calculations.	

eRFP	47800-SOS0000037				
Vendor	0				
	SVS components included in the eRFP	Qty	Price Per Unit	Total Price	Notes
	Election Management System (EMS) - Software & Hardware	1		\$0.00	All components needed for operation at state level and 159 counties
	Electronic Poll Bool Management System (EPDMS) - Software & Hardware	1		\$0.00	All components needed for operation at state level and 159 counties
	Electronic Poll Book (EPoll)	8,000		\$0.00	All components needed for operation
	Ballot Marking Device (BMD) (with ability to stand and provide privacy)	30,050		\$0.00	All components needed for operation
	Polling Place Scanner (PPS) and Ballot Box	3,500		\$0.00	All components needed for operation
	Central Scanning Device (CSD)	165		\$0.00	All components needed for operation
	Implementation and Training Cost	1		\$0.00	All services needed for full implementation (Use Implementation Worksheet for Detail)
	TOTAL:			\$0.00	

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Vendor	0									
	Post Warranty Cost									
	Item Description		Annual Software License and Support							
		Units	2022	2023	2024	2025	2026	2027	2028	2029
	Election Management System (EMS)	1								
	Electronic Poll Bool Management System (EPDMS)	1								
	Electronic Poll Book (EPoll)	8,000								
	Ballot Marking Device (BMD)	30,050								
	Polling Place Scanner (PPS)	3,500								
	Central Scanning Device (CSD)	165								
	TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									TOTAL:	\$0.00
	Item Description		Annual Hardware Maintenance Fees							
		Units	2022	2023	2024	2025	2026	2027	2028	2029
	Electronic Poll Book (EPoll)	8,000								
	Ballot Marking Device (BMD)	30,050								
	Polling Place Scanner (PPS)	3,500								
	Central Scanning Device (CSD)	165								
	TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									TOTAL:	\$0.00

eRFP	47800-SOS0000037
Vendor	0

Assume No Stock on Hand

Provide pricing for one Extra Large Sized County to provide Consumables for 200,000 ballots	Qty	Qty Required	Price Per Unit 2020	Total Price 2020	Price Per Unit increase (Fixed % or ≤ C.P.I.)	Total Price 2021	Total Price 2022	Total Price 2023	Total Price 2024	Total Price 2025	Total Price 2026	Total Price 2027	Total Price 2028	Total Price 2029
Ballots	200,000	200,000		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Paper (e.g. printer tapes)				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ink				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL: \$0.00 TOTAL: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Total: \$0.00
Quantity 11 \$0.00

Assume No Stock on Hand

Provide pricing for one Large Sized County to provide Consumables for 75,000 ballots	Qty	Qty Required	Price Per Unit 2020	Total Price 2020	Price Per Unit increase (Fixed % or ≤ C.P.I.)	Total Price 2021	Total Price 2022	Total Price 2023	Total Price 2024	Total Price 2025	Total Price 2026	Total Price 2027	Total Price 2028	Total Price 2029
Ballots	75,000	75,000		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Paper (e.g. printer tapes)				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ink				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL: \$0.00 TOTAL: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Total: \$0.00
Quantity 41 \$0.00

Assume No Stock on Hand

Provide pricing for one Medium Sized County to provide Consumables for 35,000 ballots	Qty	Qty Required	Price Per Unit 2020	Total Price 2020	Price Per Unit increase (Fixed % or ≤ C.P.I.)	Total Price 2021	Total Price 2022	Total Price 2023	Total Price 2024	Total Price 2025	Total Price 2026	Total Price 2027	Total Price 2028	Total Price 2029
Ballots	35,000	35,000		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Paper (e.g. printer tapes)				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ink				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL: \$0.00 TOTAL: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Total: \$0.00
Quantity 50 \$0.00

Assume No Stock on Hand

Provide pricing for one Small Sized County to provide Consumables for 10,000 ballots	Qty	Qty Required	Price Per Unit 2020	Total Price 2020	Price Per Unit increase (Fixed % or ≤ C.P.I.)	Total Price 2021	Total Price 2022	Total Price 2023	Total Price 2024	Total Price 2025	Total Price 2026	Total Price 2027	Total Price 2028	Total Price 2029
Ballots	10,000	10,000		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Paper (e.g. printer tapes)				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ink				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Required Consumables				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL: \$0.00 TOTAL: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Total: \$0.00
Quantity 57 \$0.00

Assume No Stock on Hand

Consumables for running one statewide election with 7 million ballots on the proposed SVS	Qty	Price Per Unit	Total Price	Notes
Ballots	7,000,000			Assume no spoilage
Other Paper (e.g. printer tapes)	TBD			
Ink	TBD			
Other Required Consumables	TBD			
Other Required Consumables	TBD			
Other Required Consumables	TBD			
Other Required Consumables	TBD			

TOTAL: \$0.00

TOTAL: 159 \$0.00

47800-SOS0000037

0

Fill out all labor types applicable

Job Position	FTE, Supplier or Subcontractor Name	Hourly Rate During Implementation	Estimated Project Hours (through complete State rollout, installation of all equipment and training for all counties)	Cost Total
Project Director				\$0.00
Project Manager				\$0.00
Business Analyst				\$0.00
Database Administrator				\$0.00
Hardware Specialist				\$0.00
Programmer				\$0.00
Quality Assurance Lead				\$0.00
Security Architect				\$0.00
Technical Lead				\$0.00
Test Lead				\$0.00
Tester				\$0.00
Training Lead/Manager				\$0.00
Training Specialist				\$0.00
Other (specify)				\$0.00
			Total:	\$0.00

Implementation and Training Cost for Full SVS	Unit Price (Specify Unit Type)	Units	Total Price
FTE's - (Labor Rates captured above)			\$0.00
Project Management (if not included in Labor Rate above)			\$0.00
Software Programming and Configuration (if not included in Labor Rate above)			\$0.00
Application Interface Modeling and Development (if not included in Labor Rate above)			\$0.00
Consulting (if not included in Labor Rate above)			\$0.00
Travel (Estimated Using State Travel Per Diem and Travel Guidelines)			\$0.00
Sub contractors (if not included in Labor Rate above)			\$0.00
Ballot building services for all elections through June 30, 2021			\$0.00
Distribution cost: Warehouse, Acceptance, and Distribution			\$0.00
Election Day Support- State Level On Site			\$0.00
Election Day Support- County Level On Site (Single County)			\$0.00
Election Day Support- State Level Remote			\$0.00
Election Day Support- County Level Remote (Single County)			\$0.00
Training Fees (if not included in Labor Rate above)			\$0.00
		TOTAL:	\$0.00

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Vendor	0	
	RFP TOTAL COST ANALYSIS	
	Cost Model	
		System Total \$0.00
		eRFP Total \$0.00
	Sample (159 County Purchase)	
		System Total \$0.00
		Consumables Total \$0.00
		County Total \$0.00
		Total Cost Model: \$0.00
	8 Years Post Warranty (County and State)	
		License Fees Total \$0.00
		Maintenance Fees Total \$0.00
	7,000,000 Ballots (For Benchmark/Assessment Purpose Only)	
		Consumables Total \$0.00

eRFP	Revised - 47800-SOS0000037														
Vendor	0														
	Systems	Qty	Price Per Unit 2021	Total Price 2021	Price Per Unit increase (Fixed % or ≤ C.P.I.)	Total Price 2022	Total Price 2023	Total Price 2024	Total Price 2025	Total Price 2026	Total Price 2027	Total Price 2028	Total Price 2029	Total Price 2030	
	SAMPLE	100	\$10.00	\$1,000.00	1.23%	\$0.01	\$1,012.30	\$1,024.75	\$1,037.36	\$1,050.12	\$1,063.03	\$1,076.11	\$1,089.34	\$1,102.74	
	Ballot Marking Device - (Sample Purchase of 100)	100		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	BMD Stand (if required)			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Privacy Shield/Solution (if required)			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Polling Place Scanner, Stand, and Ballot Box - (Sample Purchase of 100)	100		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Central Scanning Device			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	CSD Stand (if required)			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Poll Book - (Sample Purchase of 100)	100		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Peripheral Equipment (if required)			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Ballot on Demand			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Central Ballot Printing			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL:			\$0.00	TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total: \$0.00



ATTACHMENT G LITIGATION AND DEFAULT

List all litigation, contract breaches, and events of default you have been a party to in the past ten years.

REF #	PARTY NAME	DATE	LITIGATION	CONTRACT BREACHES	DEFAULTS
1			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
4			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
5			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
6			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
7			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
8			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
9			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
10			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**This form is considered in the evaluation of Supplier responsibility.



ATTACHMENT H

REFERENCES

Provide a list of current and past clients that demonstrate successful implementation of a similar voting system solution to the proposed SVS, including ones of a similar size and scope to this eRFP. Does the GASOS have your permission to contact any current, past, or prospective customers to discuss their experience with your company?

REF #	CLIENT	VOTING SYSTEM SOLUTION?	SIMILAR SIZE AND SCOPE?	CURRENT OR PAST?	PERMISSION TO CONTACT?
1				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
4				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
5				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS)	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Describe all answers regarding your EMS solution. The proposed EMS solution shall:			

Election Data Set Control Capabilities			
a. Allow state administrators to establish different levels of user permissions within each election database generated.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Permit county-level users access to the EMS application without requiring administrative privileges to the operating system.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Require all users to have unique login credentials including but not limited to a unique username and unique password.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Secure ballot layout and election configuration data to prevent unauthorized modification or copying of such data.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Data Import Capabilities			
a. Candidate names to appear on ballot	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Candidate names to appear on election reports	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Candidate names sequence on the ballot	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Candidate names to appear by political party/body affiliation of each candidate	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Political party sequence on the ballot	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Incumbency status of each candidate	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Candidate export codes (for election night reporting purposes)	YES <input type="checkbox"/> NO <input type="checkbox"/>		
h. Election ID	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Contested office	YES <input type="checkbox"/> NO <input type="checkbox"/>		
j. Contest export codes (for election night reporting purposes)	YES <input type="checkbox"/> NO <input type="checkbox"/>		

State of Georgia

Statewide Voting System
eRFP: 47800-SOS0000037

Secretary of State

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
k. County name	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Precinct name	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. Polling place name and address	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Polling place ID	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Political districts	YES <input type="checkbox"/> NO <input type="checkbox"/>		
p. District combination values	YES <input type="checkbox"/> NO <input type="checkbox"/>		
q. Political parties	YES <input type="checkbox"/> NO <input type="checkbox"/>		
r. Vote for 1 or vote for many	YES <input type="checkbox"/> NO <input type="checkbox"/>		
s. District combination value	YES <input type="checkbox"/> NO <input type="checkbox"/>		
t. Precinct	YES <input type="checkbox"/> NO <input type="checkbox"/>		
u. Polling place	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Audio Input Capabilities			
a. Accept imports of audio files required for audio ballot as single files or as a bundle of audio files.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Provide a text-to-speech process for generating necessary audio files with the ability to edit and correct pronunciation when necessary.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Support audio files in any of the following formats: .wav, mp3, .avi, or .mpg.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Election Dataset Editing			
a. Allow manual data entry of election database information.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Allow manual adjustment of ballot layout (both for printed ballots and ballots displayed by ballot marking devices (BMD)).	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
c. Allow the layout of pre-printed and/or ballot on demand printed ballots to be one (1), two (2), three (3), or four (4) columns.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. The EMS needs to be able to allow the ballot builder to configure the ballot to take advantage of the whole piece of paper.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Allow changes to font sizes and style.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Allow for creation of two-side and multi-page ballots.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Ballot Length Capabilities			
a. 11 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. 14 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. 17 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. 18 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Other Sizes	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Ballot Formatting Capabilities			
a. Be capable of providing ballot headers and instructions in both the pre-printed ballot and ballot marking device formats.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Allow for shading in various areas of the optical scan ballot (i.e., ballot headers and contests headers).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Allow for ballot headers and contest headers to be in specific colors when displayed by a BMD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Be capable of establishing the number of write-in candidate options for a given contest (e.g., if a contest is a vote for two, then regardless of the number of qualified candidates, there must also be two write-in candidate lines on the ballot).	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS)	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Describe all answers regarding your EMS solution. The proposed EMS solution shall:			

Ballot Proofing and Sample Ballot Production Capabilities			
a. Be capable of presenting the generated ballot styles in multiple languages. Specify what languages the EMS, PPS, CSD, and BMD can manage.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Be capable of producing and exporting, via removable media, PDF images of all ballot styles per precinct for proofing purposes.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Be capable of producing and exporting, via removable media, PDF images of all ballot styles for the specific election for sample ballot purposes.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Be capable of producing and exporting, via removable media, PDF images of consolidated ballots for jurisdictions containing all contests and questions for the given election or primary.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Be able to copy and edit a previously configured election database.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Election Dataset			
a. Allow authorized users to create newly defined ballot layouts to facilitate error-free definition of ballot layouts for BMD and CSD (e.g. the system should have the capability to report discrepancies between ballot layouts).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Maintain a printable audit report of activities within the database that can be organized by various factors (i.e., timestamp, user, etc.).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Encrypt election configuration and ballot layout data to be transferred from EMS to BMD, PPS, and CSD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
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d. Allow encrypted election configuration and ballot layout data to be exported from the EMS to the proposed BMD, PPS, and CSD through removable memory devices.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Provide an account of number of encrypted removable memory devices prepared for a given election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Be capable of producing a report, at any point in the process, showing which encrypted, portable removable memory devices have been uploaded to the EMS, and which have not been uploaded to the EMS.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Allow authorized users to display on-screen status (i.e., uploaded or not) of encrypted, portable removable memory devices created by the EMS for use in BMD, PPS, and CSD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
h. Allow encrypted election data collected by PPS and CSD to be imported through removable memory devices.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Only allow upload results from encrypted removable memory devices keyed to the specific current election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Tabulation and Result Reporting Capabilities			
a. Jurisdiction	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. District	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Polling Place	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Precinct	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. District Combination within Precinct	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Voting Type (i.e., Election Day, Absentee In-Person, Absentee by Mail, Provisional)	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
g. Permit the re-upload (updating of previous uploads) of election data collected by PPS and CSD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Data Export Capabilities			
a. County code (159 Counties)	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Contest code	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Candidate code	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Votes per candidate	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Number of precincts	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Number of precincts counted	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Registered Voters	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Election Dataset Retention Capabilities			
a. Save an election database with election results on removable storage media for election retention purposes.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Be capable to retaining, maintaining, and reloading, when necessary, configurations and data from previous elections.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Allow authorized users the ability to electronically adjudicate ballots scanned and collected from PPS and CSD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Be capable of transferring election database and election results data to a redundant system in the event of a hardware or software failure.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Be capable of exporting election results data in multiple widely used data formats including .mdb, .xls, .pdf, .xml, .html, .csv, .doc, and .txt.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
Report Capabilities			

Vendor:

Attachment I - Election Management System

2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
a. Be capable of producing all reports on standard letter size paper (8.5 by 11 inches).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Election name and date	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Name of each contest within the election	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Name of each candidate or option per contest	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Party affiliation of each contest and/or candidate	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Incumbency status, if applicable	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Number of ballots cast	YES <input type="checkbox"/> NO <input type="checkbox"/>		
h. Number of votes counted per contest	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Number of votes per candidate or option	YES <input type="checkbox"/> NO <input type="checkbox"/>		
j. Number of votes per candidate or option by category (i.e., Election Day, Absentee In-Person, Absentee by Mail, Provisional, etc.)	YES <input type="checkbox"/> NO <input type="checkbox"/>		
k. Number of precincts	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Number of precincts reporting	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. Number of registered voters	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Be capable of producing periodic unofficial and incomplete election summary results on election night without disrupting ongoing functions of the EMS.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Be capable of generating election night export files for transmission to the GASOS without disrupting ongoing functions of the EMS.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
p. Be capable of generating a report that details precinct level results of all contests.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
q. Allow authorized users the ability to customize election summary reports (i.e., alter headers, alter counter groups and/or specific districts/precincts displayed).	YES <input type="checkbox"/> NO <input type="checkbox"/>		

State of Georgia

Statewide Voting System
eRFP: 47800-SOS0000037

Secretary of State

pg. 7

Vendor:

Attachment I - Election Management System

<p>2. Election Management System (EMS)</p> <p>Describe all answers regarding your EMS solution. The proposed EMS solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?)</p> <p>(DO NOT INCLUDE COST)</p>
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Narrative:

Vendor:

Attachment J - Polling Place Scanner

Polling Place Scanner (PPS) Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits. Describe all answers regarding your PPS solution. The proposed PPS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
--	--	--	--

Capabilities			
a. Allow for election configuration information loaded via encrypted removable memory device created by the EMS or through a direct connection to the EMS through a secured LAN.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Provide ability for user to conduct pre-election testing on all functions of the PPS with the outputs of the testing stored both internally by the PPS and on the encrypted removable memory device loaded to the device, in addition being able to be printed by the device at the conclusion of pre-election testing.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Be able to print all reports (pre-election, election, and post-election).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Utilize an on-board touchscreen interface to securely access the functionality of the device as required for pre-election setup, testing, election operational use (opening and closing of the polling place), and post-election use.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Secure access to internal memory and removable memory components.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Secure access to the ballot receptacle.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Provide instructions to poll workers and voters through the on-board touchscreen interface.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment J - Polling Place Scanner

<p>Polling Place Scanner (PPS)</p> <p>Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits.</p> <p>Describe all answers regarding your PPS solution. The proposed PPS solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)</p>
---	---	---	---

h. Scan all ballot types (i.e., ballots generated by BMD, optical scan ballots printed on-demand or pre-printed).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Record and tabulate the voter selections from each ballot scanned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
j. Record and tabulate only those ballot styles specific to the current Election the PPS has been configured.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
k. Collect digital images of every ballot scanned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Scan ballots of the following lengths:			
• 11 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• 14 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• 17 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• 18 inches	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Other	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. Be capable of scanning one-sided ballots, two-sided ballots, and multi-page ballots while recording the event as one ballot cast.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Accept ballots in any of the four possible orientations: top side up, top side down, header in first, footer in first.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Scan and properly tabulate ballots cast and report the results collected back to the precinct and split-precinct level to which the ballots were associated.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
p. Maintain an audit log of each activity occurring on the PPS that includes at least the following:	YES <input type="checkbox"/> NO <input type="checkbox"/>		

State of Georgia

Statewide Voting System
eRFP: 47800-SOS0000037

Secretary of State

pg. 2

Vendor:

Attachment J - Polling Place Scanner

<p>Polling Place Scanner (PPS)</p> <p>Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits.</p> <p>Describe all answers regarding your PPS solution. The proposed PPS solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)</p>
---	---	---	---

<ul style="list-style-type: none"> • Date/time of the event 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Description of event 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Tabulation timestamps 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Device serial number 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>q. Recognize a ballot with overvotes or undervotes and further:</p>			
<ul style="list-style-type: none"> • Provide visible message concerning the recognized condition on the on-board touchscreen. 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Provide instructions to voter and/or poll worker on options to remediate or correct the condition. 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Provide the option to override the message and cast the ballot as marked. 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>r. Identify ballots that are not valid (e.g. voter issued incorrect ballot style, ballot unreadable) and further:</p>			
<ul style="list-style-type: none"> • Provide visible message concerning the recognized condition on the on-board touchscreen. 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<ul style="list-style-type: none"> • Provide instructions to voter and/or poll worker on options to remediate or correct the condition. 	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>s. Record write-in selections when write-in options are part of the configured election.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		

Vendor:

Attachment J - Polling Place Scanner

Polling Place Scanner (PPS) Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits. Describe all answers regarding your PPS solution. The proposed PPS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
t. Capture an image of the write-in name placed on the ballot when write-in options are part of the configured election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
u. Tabulate results from ballots scanned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
v. Print tabulated results from PPS once the election has been ended on the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
w. In the event of a power failure, be able to recover collected images and tabulations upon restoration of power.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
x. Retain tabulated results from ballots scanned to redundant memory locations on the device, one location being the encrypted, removable media device created by the EMS for the specific election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
y. Retain collected digital images of every ballot scanned to redundant memory locations on the device, one location being the encrypted, removable media device created by the EMS for the specific election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
z. Be capable of retrieving tabulated results and ballot images saved to the device's internal memory for the specific election, if the encrypted, removable media device becomes damaged or unreadable.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
aa. Securely transfer information collected by the PPS back to the EMS using the encrypted, removable device or	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment J - Polling Place Scanner

Polling Place Scanner (PPS) Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits. Describe all answers regarding your PPS solution. The proposed PPS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
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through direct connection to the EMS through a secured LAN.			
bb. Operate on standard 110/120V AC power.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
cc. Contain an internal backup power supply that in the event of a power failure permits the device to continue normal operation for a minimum of two (2) continuous hours.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
dd. Maintain and display a visible public count of the total number of ballots scanned since the election opened.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ee. Display the device's serial number both physically and within any applicable software, logs, or reports.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ff. Provide the physical dimensions of the secured ballot receptacle to which the PPS would be attached during an election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
gg. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routine handling in the course of normal storage, and distribution to and from polling locations.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
hh. Continually conduct internal system diagnostics while in use and immediately report issues on the touchscreen interface	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment J - Polling Place Scanner

Polling Place Scanner (PPS) Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits. Describe all answers regarding your PPS solution. The proposed PPS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
ii. Describe the recommended storage conditions for the proposed solution.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment J - Polling Place Scanner

Polling Place Scanner (PPS)	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
<p>Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits.</p> <p>Describe all answers regarding your PPS solution. The proposed PPS solution shall:</p>			

Narrative:

Vendor:

Attachment K - Central Scanning Device

1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits. Describe all answers regarding your CSD solution. The proposed CSD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
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Capabilities

a. Allow election configuration information loaded via encrypted, removable memory devices created by the EMS or through direct a connection to the EMS through a secure LAN.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Must provide ability for user to conduct pre-election testing on all functions of the CSD with the outputs of the testing stored both internally and to the encrypted, removable memory device loaded.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Be capable of producing a printable report detailing the results of any testing executed on the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Provide a user interface to securely access the functionality of the device as required for pre-election setup and testing, election operational use, and post-election use.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Display instructions to the user through the user interface.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Scan all ballot types.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Record and tabulate the voter selections from each ballot scanned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
h. Record and tabulate only those ballot styles specific to the current election for which the CSD has been configured.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Collect digital images of every ballot scanned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
j. Scan ballots of the following lengths:	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment K - Central Scanning Device

1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits. Describe all answers regarding your CSD solution. The proposed CSD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
<ul style="list-style-type: none"> 11 inches 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> 14 inches 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> 17 inches 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> 18 inches 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> Other 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
k. Be capable of scanning one-sided ballots, two-sided ballots, and multi-page ballots while recording the event as one ballot cast.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Accept ballots in any of the four possible orientations: top side up, top side down, header in first, footer in first.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. Be capable of batch feeding and scanning of ballots from a feed tray until the tray is empty.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Maintain an audit log of each activity occurring on the CSD that includes at least the following:	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> Date/time of the event 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> Description of event 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> Tabulation timestamps 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
<ul style="list-style-type: none"> Device serial number 	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Be capable of identifying ballots containing overvotes and batching those ballots for review.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
p. Be capable of identifying ballots containing undervotes and batching those ballots for review.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
q. Be capable of identifying ballots containing write-in selections and batching those ballots for review.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment K - Central Scanning Device

1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits. Describe all answers regarding your CSD solution. The proposed CSD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
r. Identify ballots that are not valid, and do not collect information from these ballots. Batch those ballots for review.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
s. Capture an image of the write-in name placed on the ballot when write-in options are part of the configured election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
t. Scan and properly tabulate ballots cast and report the results collected back to the precinct and split-precinct level to which the ballots were associated.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
u. In the event of a power failure, be able to recover collected images and tabulations upon restoration of power.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
v. Retain tabulated results from ballots scanned to redundant memory locations on the device, one location being the encrypted, removable media device created by the EMS for the specific election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
w. Retain collected digital images of every ballot scanned to redundant memory locations on the device, one location being the encrypted, removable media device created by the EMS for the specific election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
x. Be capable of producing a printable report detailing the results tabulated by the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
y. Be capable of producing a printable report detailing the results tabulated by batch on the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment K - Central Scanning Device

1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits. Describe all answers regarding your CSD solution. The proposed CSD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
z. Securely encrypt the tabulated results from the device and securely send via encrypted, removable memory device, or a secure Local Area Network (LAN) to the EMS.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
aa. Maintain and display while scanning ballots a visible numeric count of the total number of ballots scanned since the scanning was initiated.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
bb. Operate on standard 110/120 V AC power	YES <input type="checkbox"/> NO <input type="checkbox"/>		
cc. Display the device's serial number both physically and within any applicable software, logs, or reports.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
dd. Allow authorized users to re-run a batch or batches of ballots, if necessary, without affecting previously tabulated results.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ee. Allow authorized users the ability to remove saved ballot batches from the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ff. Identify and batch, for adjudication, ballots that cannot be read or read as blank.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment K - Central Scanning Device

<p>1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits.</p> <p>Describe all answers regarding your CSD solution. The proposed CSD solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)</p>
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Narrative:

Vendor:

Attachment L - Ballot Marking Device

Ballot Marking Device (BMD) For use in polling places (Election Day and Absentee In-Person voting) by voters to prepare the ballot that will be scanned, imaged, and tabulated. Describe all answers regarding your BMD solution. The proposed BMD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
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Capabilities

a. Load election configuration information via encrypted removable memory devices created by the EMS or through a direct connection to the EMS through a secure LAN.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Provide ability for user to conduct pre-election testing on all functions of the BMD with outputs of the testing stored internally by the BMD or to the encrypted, removable memory device loaded to the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Utilize a touchscreen interface to securely access the functionality of the device as required for pre-election setup and testing, election operational use (opening and closing of the polling place), and post-election use.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Have secure access to internal memory and removable memory components.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Utilize a touchscreen interface for viewing, navigating, and marking displayed ballot.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Describe how the voter accesses the ballot on the BMD.	Describe.		
g. Describe the look and feel of the BMD User Interface.	Describe.		
h. Give the voter the ability to select desired language in which to view, navigate, and mark the displayed ballot.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

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Attachment L - Ballot Marking Device

Ballot Marking Device (BMD) For use in polling places (Election Day and Absentee In-Person voting) by voters to prepare the ballot that will be scanned, imaged, and tabulated. Describe all answers regarding your BMD solution. The proposed BMD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
i. Give the voter the ability to magnify the display on the touchscreen interface.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
j. Give the voter the ability to adjust the contrast of the display on the touchscreen interface.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
k. Give the voter the ability to access, navigate, and mark an audio-assisted ballot without direct assistance from a poll worker.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Produce a physical, voter-handled ballot containing the voter's selections from the marks made while viewing and navigating the displayed ballot on the BMD that can be scanned, imaged, and tabulated by the PPS and/or CSD.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. The physical, voter-handled ballot produced by the BMD must be marked in a manner that does not fade, smear, or degrade, when stored properly, over a 22-month period of time that begins upon the certification of the election. Describe your ability to meet this requirement.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Contain an internal backup power supply that, in the event of a power failure, permits the device to continue normal operation for a minimum of two (2) continuous hours.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routine	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment L - Ballot Marking Device

Ballot Marking Device (BMD) For use in polling places (Election Day and Absentee In-Person voting) by voters to prepare the ballot that will be scanned, imaged, and tabulated. Describe all answers regarding your BMD solution. The proposed BMD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
handling in the course of normal storage and distribution to and from polling locations.			
p. Operate on standard 110/120 V AC Power	YES <input type="checkbox"/> NO <input type="checkbox"/>		
q. Maintain an audit log of each activity occurring on the BMD that includes at least the following:	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Date/time of the event	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Description of event	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Timestamps	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Device serial number	YES <input type="checkbox"/> NO <input type="checkbox"/>		
r. Continually conduct internal system diagnostics while in use and immediately report issues on the touchscreen interface.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment L - Ballot Marking Device

<p>Ballot Marking Device (BMD) For use in polling places (Election Day and Absentee In-Person voting) by voters to prepare the ballot that will be scanned, imaged, and tabulated.</p> <p>Describe all answers regarding your BMD solution. The proposed BMD solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)</p>
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Narrative:

Vendor:

Attachment M - EPoll Data Management System

EPoll Data Management System (EPDMS) – Used to combine voter registration and election ballot data into an election-specific elector’s list that powers the electronic poll book (EPoll) and provides each voter with the properly assigned ballot style. Describe all answers regarding your EPDMS solution. The EPDMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY
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Capabilities

a. Accept imports of voter registration data from eNet on removable memory devices for the purposes of building an elector’s list for any given election. The data transferred from eNet includes but is not limited to:	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Voter Name (First, Middle, Last, Suffix)	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Voter Street Address	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Voter City, State, Zip	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Driver License number	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Voter Registration ID	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Voter Status	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Assigned Precinct	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Assigned District Combination Value	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Assigned Polling Place	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Polling Place Street Address	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Polling Place City, State, Zip	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Absentee Status	YES <input type="checkbox"/> NO <input type="checkbox"/>	
b. Accept imports of election ballot data from the proposed EMS on removable memory devices for the purposes of building an elector’s list for any given election. The data transferred from the	YES <input type="checkbox"/> NO <input type="checkbox"/>	

Vendor:

Attachment M - EPoll Data Management System

EPoll Data Management System (EPDMS) – Used to combine voter registration and election ballot data into an election-specific elector’s list that powers the electronic poll book (EPoll) and provides each voter with the properly assigned ballot style. Describe all answers regarding your EPDMS solution. The EPDMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY
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proposed EMS is expected to include, but is not limited to:		
• Precincts	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Polling Places	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• District Combination Values	YES <input type="checkbox"/> NO <input type="checkbox"/>	
• Ballot Styles	YES <input type="checkbox"/> NO <input type="checkbox"/>	
c. Generate reports that provide user guidance in the preparation of the elector’s list.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
d. Generate and encrypt elector list data and update files that can be extracted using removable memory devices and transferred to the EPoll solution. Describe how encrypted files are transferred to and from EPoll solution.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
e. Collect activity or transaction logs generated by EPoll at the conclusion of the election.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
f. Use collected activity or transaction logs from EPoll to generate Numbered Lists of Voters in a format that can be securely transmitted to a jurisdiction and then printed locally.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
g. Use collected activity or transaction logs from EPoll to provide an update of voter history back to eNet.	YES <input type="checkbox"/> NO <input type="checkbox"/>	

Vendor:

Attachment M - EPoll Data Management System

<p>EPoll Data Management System (EPDMS) – Used to combine voter registration and election ballot data into an election-specific elector’s list that powers the electronic poll book (EPoll) and provides each voter with the properly assigned ballot style.</p> <p>Describe all answers regarding your EPDMS solution. The EPDMS solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>
<p>h. Describe the expected amount of time needed to complete a single dataset containing all voters and all ballot styles (7.1 million voters, with 159 election databases, with 3300 precincts).</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>	
<p>i. Be virtualized to run on GASOS and county virtual operating system (OS) environments.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>	

Vendor:

Attachment M - EPoll Data Management System

EPoll Data Management System (EPDMS) – Used to combine voter registration and election ballot data into an election-specific elector’s list that powers the electronic poll book (EPoll) and provides each voter with the properly assigned ballot style.

**Describe all answers regarding your EPDMS solution.
The EPDMS solution shall:**

**CONFIRM THAT
CAPABILITY
EXISTS AND IS
ABLE TO BE
DEMONSTRATED**

KEY FUNCTIONALITY AND SYSTEM CAPABILITY

Narrative:

Vendor:

Attachment N - Electronic Poll Book

Electronic Poll Book (EPoll)	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Describe all answers regarding your EPoll solution. The proposed EPoll solution shall:			

Capabilities

a. Provide ability of user to conduct pre-election testing on all functions of the EPoll with the outputs of the testing stored internally by the EPoll or to the encrypted, removable memory device loaded to the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Utilize a touchscreen interface to securely access the functionality of the device as required for pre-election setup and testing, election operational use, and post-election use.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
c. Has secure access to internal memory and removable memory components.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
d. Read and display encrypted data generated by the proposed EPDMS.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
e. Support polling place, precinct, countywide, and statewide voter lists and voter searches.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
f. Allow users to search for voter using various inputs; expected but not limited to:	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Name (Last, First, Middle, Suffix)	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Date of Birth	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Voter Registration ID Number	YES <input type="checkbox"/> NO <input type="checkbox"/>		
• Driver's License Number	YES <input type="checkbox"/> NO <input type="checkbox"/>		
g. Display the polling place address for any polling location in use for a given election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
h. Allow multiple EPolls assigned to the same polling place to be networked to one another.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Be secure from unauthorized access.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

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Attachment N - Electronic Poll Book

Electronic Poll Book (EPoll) Describe all answers regarding your EPoll solution. The proposed EPoll solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
j. Display up-to-date Numbered List of Voters for the polling place to which the EPoll is assigned.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
k. Display current polling place information; expected but not limited to:	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Number of Voters	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ii. Number of Voters Issued Ballots	YES <input type="checkbox"/> NO <input type="checkbox"/>		
iii. Current Date/Time	YES <input type="checkbox"/> NO <input type="checkbox"/>		
iv. Poll Status	YES <input type="checkbox"/> NO <input type="checkbox"/>		
v. Connection Status with other EPolls	YES <input type="checkbox"/> NO <input type="checkbox"/>		
l. Enable media that directs the proposed BMD to display the selected voter's proper ballot style for the given election.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
m. Display the ballot style of the selected voter to the poll worker.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
n. Maintain an audit log of each activity occurring on the EPoll that includes at least the following:	YES <input type="checkbox"/> NO <input type="checkbox"/>		
i. Date/time of the event	YES <input type="checkbox"/> NO <input type="checkbox"/>		
ii. Description of event	YES <input type="checkbox"/> NO <input type="checkbox"/>		
iii. Timestamps	YES <input type="checkbox"/> NO <input type="checkbox"/>		
iv. Device serial number	YES <input type="checkbox"/> NO <input type="checkbox"/>		
o. Allow for use of barcode scanning to search elector's list (i.e., Georgia Driver's License Barcode).	YES <input type="checkbox"/> NO <input type="checkbox"/>		
p. Have activity records from EPoll extractable via encrypted, removable memory devices.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
q. Be capable of retrieving activity records saved to the device's internal memory for the specific election, if	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment N - Electronic Poll Book

Electronic Poll Book (EPoll) Describe all answers regarding your EPoll solution. The proposed EPoll solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
the encrypted, removable media device becomes damaged, lost, or unreadable.			
r. Operate on standard 110/120V AC power.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
s. Contain an internal backup power supply that, in the event of a power failure, permits the device to continue normal operation for a minimum of two (2) continuous hours.	YES <input type="checkbox"/> NO <input type="checkbox"/>		

Vendor:

Attachment N - Electronic Poll Book

Electronic Poll Book (EPoll) Describe all answers regarding your EPoll solution. The proposed EPoll solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
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Narrative:

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
001	Appling						5	1	1	2	1	44	11	-	27	-	49	12	1	29	1
002	Atkinson						5	1	1	2	1	35	6	-	14	-	40	7	1	16	1
003	Bacon	30	5	1	14	1							-	-	-	-	30	5	1	14	1
004	Baker						5	1	1	2	1	11	7	-	8	-	16	8	1	10	1
005	Baldwin						10	2	1	3	1	102	15	-	25	-	112	17	1	28	1
006	Banks						10	2	1	3	1	43	14	-	30	-	53	16	1	33	1
007	Barrow						10	2	1	3	1	196	19	-	53	-	206	21	1	56	1
008	Bartow	150	15	1	30	1						126	17	-	13	-	276	32	1	43	1
009	Ben Hill						5	1	1	2	1	69	5	-	7	-	74	6	1	9	1
010	Berrien						5	1	1	2	1	44	8	-	16	-	49	9	1	18	1
011	Bibb						10	2	1	3	1	414	41	-	107	-	424	43	1	110	1
012	Bleckley						5	1	1	2	1	35	4	-	3	-	40	5	1	5	1
013	Brantley						5	1	1	2	1	40	5	-	15	-	45	6	1	17	1
014	Brooks						5	1	1	2	1	55	9	-	28	-	60	10	1	30	1
015	Bryan						5	1	1	2	1	137	14	-	18	-	142	15	1	20	1
016	Bulloch						10	2	1	3	1	162	23	-	47	-	172	25	1	50	1
017	Burke						10	2	1	3	1	56	17	-	29	-	66	19	1	32	1
018	Butts						5	1	1	2	1	59	4	-	26	-	64	5	1	28	1
019	Calhoun						5	1	1	2	1	15	7	-	8	-	20	8	1	10	1
020	Camden						10	2	1	3	1	159	20	-	33	-	169	22	1	36	1
021	Candler						5	1	1	2	1	22	4	-	2	-	27	5	1	4	1
022	Carroll	150	15	1	30	1						166	21	-	32	-	316	36	1	62	1
023	Catoosa	187	19	1	36	1							-	-	-	-	187	19	1	36	1
024	Charlton	29	11	1	19	1							-	-	-	-	29	11	1	19	1
025	Chatham						15	3	1	4	1	800	103	-	436	-	815	106	1	440	1
026	Chattahoochee						5	1	1	2	1	17	3	-	1	-	22	4	1	3	1
027	Chattooga						10	2	1	3	1	52	15	-	24	-	62	17	1	27	1
028	Cherokee						15	3	1	4	1	693	67	-	111	-	708	70	1	115	1
029	Clarke						10	2	1	3	1	288	32	-	121	-	298	34	1	124	1
030	Clay						5	1	1	2	1	13	3	-	3	-	18	4	1	5	1
031	Clayton						15	3	1	4	1	717	74	-	141	-	732	77	1	145	1
032	Clinch						5	1	1	2	1	35	7	-	13	-	40	8	1	15	1

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
033	Cobb						20	4	1	6	1	2019	195	-	682	-	2039	199	1	688	1
034	Coffee						5	1	1	2	1	88	9	-	16	-	93	10	1	18	1
035	Colquitt						10	2	1	3	1	91	21	-	36	-	101	23	1	39	1
036	Columbia						15	3	1	4	1	597	51	-	96	-	612	54	1	100	1
037	Cook						5	1	1	2	1	53	10	-	17	-	58	11	1	19	1
038	Coweta						10	2	1	3	1	379	37	-	79	-	389	39	1	82	1
039	Crawford						5	1	1	2	1	35	8	-	10	-	40	9	1	12	1
040	Crisp						5	1	1	2	1	46	8	-	11	-	51	9	1	13	1
041	Dade						5	1	1	2	1	49	9	-	14	-	54	10	1	16	1
042	Dawson						5	1	1	2	1	73	7	-	12	-	78	8	1	14	1
043	Decatur	80	13	1	25	1						0	-	-	-	-	80	13	1	25	1
044	DeKalb						20	4	1	6	1	2819	215	-	446	-	2839	219	1	452	1
045	Dodge						10	2	1	3	1	47	18	-	30	-	57	20	1	33	1
046	Dooly						5	1	1	2	1	50	7	-	14	-	55	8	1	16	1
047	Dougherty						10	2	1	3	1	236	32	-	60	-	246	34	1	63	1
048	Douglas						10	2	1	3	1	387	41	-	67	-	397	43	1	70	1
049	Early						5	1	1	2	1	49	7	-	16	-	54	8	1	18	1
050	Echols						5	1	1	2	1	9	3	-	1	-	14	4	1	3	1
051	Effingham						10	2	1	3	1	158	20	-	39	-	168	22	1	42	1
052	Elbert						10	2	1	3	1	52	12	-	21	-	62	14	1	24	1
053	Emanuel						10	2	1	3	1	47	13	-	21	-	57	15	1	24	1
054	Evans	41	5	1	16	1							-	-	-	-	41	5	1	16	1
055	Fannin						10	2	1	3	1	70	13	-	21	-	80	15	1	24	1
056	Fayette						15	3	1	4	1	344	39	-	69	-	359	42	1	73	1
057	Floyd						10	2	1	3	1	218	30	-	50	-	228	32	1	53	1
058	Forsyth						10	2	1	3	1	591	36	-	157	-	601	38	1	160	1
059	Franklin						5	1	1	2	1	78	9	-	35	-	83	10	1	37	1
060	Fulton	200	15	1	30	1						2858	272	-	633	-	3058	287	1	663	1
061	Gilmer						10	2	1	3	1	77	14	-	25	-	87	16	1	28	1
062	Glascocock						5	1	1	2	1	7	6	-	6	-	12	7	1	8	1
063	Glynn						10	2	1	3	1	225	24	-	49	-	235	26	1	52	1
064	Gordon						10	2	1	3	1	124	16	-	35	-	134	18	1	38	1

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
065	Grady						10	2	1	3	1	56	14	-	24	-	66	16	1	27	1
066	Greene						5	1	1	2	1	57	7	-	11	-	62	8	1	13	1
067	Gwinnett	200	15	1	30	1						2057	205	-	513	-	2257	220	1	543	1
068	Habersham						5	1	1	2	1	101	16	-	50	-	106	17	1	52	1
069	Hall						15	3	1	4	1	474	41	-	140	-	489	44	1	144	1
070	Hancock						5	1	1	2	1	35	12	-	18	-	40	13	1	20	1
071	Haralson						10	2	1	3	1	71	14	-	22	-	81	16	1	25	1
072	Harris						10	2	1	3	1	90	13	-	25	-	100	15	1	28	1
073	Hart						5	1	1	2	1	59	10	-	13	-	64	11	1	15	1
074	Heard						5	1	1	2	1	36	8	-	16	-	41	9	1	18	1
075	Henry						15	3	1	4	1	643	63	-	96	-	658	66	1	100	1
076	Houston						10	2	1	3	1	385	34	-	79	-	395	36	1	82	1
077	Irwin						5	1	1	2	1	20	5	-	24	-	25	6	1	26	1
078	Jackson						5	1	1	2	1	176	14	-	29	-	181	15	1	31	1
079	Jasper						5	1	1	2	1	34	6	-	11	-	39	7	1	13	1
080	Jeff Davis						5	1	1	2	1	38	7	-	27	-	43	8	1	29	1
081	Jefferson						5	1	1	2	1	90	10	-	22	-	95	11	1	24	1
082	Jenkins						5	1	1	2	1	21	5	-	12	-	26	6	1	14	1
083	Johnson						5	1	1	2	1	27	6	-	12	-	32	7	1	14	1
084	Jones						5	1	1	2	1	86	12	-	18	-	91	13	1	20	1
085	Lamar						5	1	1	2	1	78	8	-	12	-	83	9	1	14	1
086	Lanier						5	1	1	2	1	18	4	-	7	-	23	5	1	9	1
087	Laurens						10	2	1	3	1	119	18	-	39	-	129	20	1	42	1
088	Lee						5	1	1	2	1	87	13	-	49	-	92	14	1	51	1
089	Liberty						10	2	1	3	1	126	16	-	27	-	136	18	1	30	1
090	Lincoln						5	1	1	2	1	35	9	-	12	-	40	10	1	14	1
091	Long						5	1	1	2	1	32	9	-	12	-	37	10	1	14	1
092	Lowndes	374	17	1	74	1						0	-	-	-	-	374	17	1	74	1
093	Lumpkin						5	1	1	2	1	82	4	-	26	-	87	5	1	28	1
094	Macon						5	1	1	2	1	25	7	-	8	-	30	8	1	10	1
095	Madison						10	2	1	3	1	72	13	-	29	-	82	15	1	32	1
096	Marion						5	1	1	2	1	17	7	-	8	-	22	8	1	10	1

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
097	McDuffie						5	1	1	2	1	88	7	-	8	-	93	8	1	10	1
098	McIntosh						5	1	1	2	1	51	8	-	13	-	56	9	1	15	1
099	Meriwether						10	2	1	3	1	62	15	-	25	-	72	17	1	28	1
100	Miller						5	1	1	2	1	18	3	-	1	-	23	4	1	3	1
101	Mitchell						10	2	1	3	1	49	12	-	25	-	59	14	1	28	1
102	Monroe						10	2	1	3	1	71	16	-	26	-	81	18	1	29	1
103	Montgomery						5	1	1	2	1	19	9	-	12	-	24	10	1	14	1
104	Morgan						5	1	1	2	1	67	9	-	30	-	72	10	1	32	1
105	Murray						5	1	1	2	1	86	10	-	16	-	91	11	1	18	1
106	Muscogee						10	2	1	3	1	463	40	-	70	-	473	42	1	73	1
107	Newton						10	2	1	3	1	288	33	-	53	-	298	35	1	56	1
108	Oconee						10	2	1	3	1	109	15	-	25	-	119	17	1	28	1
109	Oglethorpe						5	1	1	2	1	35	5	-	4	-	40	6	1	6	1
110	Paulding	50	5	1	10	1						432	22	-	59	-	482	27	1	69	1
111	Peach						5	1	1	2	1	67	12	-	14	-	72	13	1	16	1
112	Pickens						10	2	1	3	1	118	13	-	21	-	128	15	1	24	1
113	Pierce						5	1	1	2	1	44	5	-	18	-	49	6	1	20	1
114	Pike						5	1	1	2	1	50	10	-	16	-	55	11	1	18	1
115	Polk						5	1	1	2	1	86	13	-	18	-	91	14	1	20	1
116	Pulaski						5	1	1	2	1	36	4	-	3	-	41	5	1	5	1
117	Putnam						5	1	1	2	1	69	9	-	28	-	74	10	1	30	1
118	Quitman						5	1	1	2	1	5	4	-	2	-	10	5	1	4	1
119	Rabun						5	1	1	2	1	79	4	-	10	-	84	5	1	12	1
120	Randolph						5	1	1	2	1	21	11	-	16	-	26	12	1	18	1
121	Richmond						15	3	1	4	1	600	56	-	138	-	615	59	1	142	1
122	Rockdale						10	2	1	3	1	242	22	-	61	-	252	24	1	64	1
123	Schley						5	1	1	2	1	8	3	-	-	-	13	4	1	2	1
124	Screven						10	2	1	3	1	42	13	-	21	-	52	15	1	24	1
125	Seminole						5	1	1	2	1	25	7	-	8	-	30	8	1	10	1
126	Spalding						10	2	1	3	1	168	21	-	35	-	178	23	1	38	1
127	Stephens						5	1	1	2	1	60	4	-	10	-	65	5	1	12	1
128	Stewart						5	1	1	2	1	30	6	-	6	-	35	7	1	8	1

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
129	Sumter						10	2	1	3	1	62	12	-	20	-	72	14	1	23	1
130	Talbot						5	1	1	2	1	22	9	-	12	-	27	10	1	14	1
131	Taliaferro						5	1	1	2	1	5	4	-	2	-	10	5	1	4	1
132	Tattnall						5	1	1	2	1	79	13	-	21	-	84	14	1	23	1
133	Taylor						5	1	1	2	1	21	5	-	6	-	26	6	1	8	1
134	Telfair						5	1	1	2	1	54	8	-	10	-	59	9	1	12	1
135	Terrell						5	1	1	2	1	28	8	-	10	-	33	9	1	12	1
136	Thomas						10	2	1	3	1	115	21	-	47	-	125	23	1	50	1
137	Tift						10	2	1	3	1	88	13	-	21	-	98	15	1	24	1
138	Toombs						5	1	1	2	1	60	8	-	25	-	65	9	1	27	1
139	Towns						5	1	1	2	1	37	6	-	7	-	42	7	1	9	1
140	Treutlen	23	5	1	6	1						0	-	-	-	-	23	5	1	6	1
141	Troup						10	2	1	3	1	156	16	-	35	-	166	18	1	38	1
142	Turner						5	1	1	2	1	31	5	-	4	-	36	6	1	6	1
143	Twiggs						5	1	1	2	1	21	7	-	12	-	26	8	1	14	1
144	Union						10	2	1	3	1	71	12	-	42	-	81	14	1	45	1
145	Upson						5	1	1	2	1	72	8	-	20	-	77	9	1	22	1
146	Walker						10	2	1	3	1	156	25	-	25	-	166	27	1	28	1
147	Walton						10	2	1	3	1	255	28	-	67	-	265	30	1	70	1
148	Ware						10	2	1	3	1	143	13	-	45	-	153	15	1	48	1
149	Warren						5	1	1	2	1	17	3	-	12	-	22	4	1	14	1
150	Washington						5	1	1	2	1	49	11	-	40	-	54	12	1	42	1
151	Wayne						5	1	1	2	1	66	9	-	25	-	71	10	1	27	1
152	Webster						5	1	1	2	1	5	3	-	3	-	10	4	1	5	1
153	Wheeler						5	1	1	2	1	22	4	-	5	-	27	5	1	7	1
154	White						10	2	1	3	1	70	13	-	31	-	80	15	1	34	1
155	Whitfield						10	2	1	3	1	202	26	-	66	-	212	28	1	69	1
156	Wilcox						5	1	1	2	1	19	8	-	10	-	24	9	1	12	1
157	Wilkes						5	1	1	2	1	33	9	-	26	-	38	10	1	28	1
158	Wilkinson						5	1	1	2	1	50	11	-	19	-	55	12	1	21	1
159	Worth						10	2	1	3	1	66	16	-	37	-	76	18	1	40	1

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
State Extras		45	18	3	14	5											45	18	6	14	16
Total		1,559	158	15	334	17	1,100	220	147	369	147	27,391	3,122	-	7,047	-	30,050	3,500	165	7,750	175



ATTACHMENT P

Supplier Q & A Template

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	Date:
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: 03/15/2019
eMail Address: vfavors@sos.ga.gov	Telephone: 404-656-0998

Questions are to be submitted to the Issuing Officer using this form.

Note: This document is intended for informational purposes only. Any changes to the RFX must occur through a published addendum (or through publication of a new version of the RFX in Team Georgia Marketplace™). If multiple Q & A documents are posted, the most recent Q & A shall govern in the event of a conflict.

QUESTIONS AND ANSWERS

#	Questions	Referenced RFX Section	Answers
1.			
2.			
3.			
4.			
5.			
6.			
7.			



#	Questions	Referenced RFX Section	Answers
8.			
9.			
10.			



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- ✓ Supplier's Name:
- ✓ Physical Location Address:
- ✓ Federal Identification Number (FEI):
- ✓ Have you ever been registered in the State of Georgia?
- ✓ If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- ✓ What type of service will you perform?
- ✓ Will you sell any tangible personal property or goods?
- ✓ Supplier's Affiliate's Name:
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- ✓ Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name:
 - Telephone Number:
 - E-mail Address:

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. **MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.**

STATE ENTITY: Please submit this form via email to DOR at tsd-state-contractors@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.



**ATTACHMENT R
CERTIFICATE OF NON-COLLUSION**

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____,_____, 201 in_____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE_____DAY OF_____,201 .

NOTARY PUBLIC

My Commission Expires:



ATTACHMENT T

SYSTEMS AND JURISDICTIONS IMPLEMENTED

List jurisdictions where you have implemented voting systems in the past ten years. Include the type of system implemented and the year of implementation.

#	Jurisdiction	Type of System	Year Implemented
1			
2			
3			
4			
5			



MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

**[●]
as Contractor,**

and

**SECRETARY OF STATE OF THE STATE OF GEORGIA
as State**

Dated as of [●], 2019

Contract No. [●]

***CONFIDENTIALITY:** THIS DRAFT MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT IS PROVIDED IN CONNECTION WITH eRFP (EVENT) NUMBER 47800-SOS0000037 AND IS FOR DISCUSSION PURPOSES ONLY SHOULD YOU BE SELECTED FOR AWARD IN ACCORDANCE WITH THE eRFP. Except with the express prior written permission of the State this document and the information contained herein may not be published, disclosed, or used for any purpose other than in considering a response to the eRFP. This draft (i) is not a contract, (ii) does not memorialize any agreement between the parties, (iii) does not accept an offer for a contract or constitute an offer to form a contract, and (iv) is based on the eRFP but may not contain all items referred to in the eRFP or on which the parties will need to agree. No agreement, oral or written, regarding or relating to any of the matters covered by this draft has been entered into between the parties. This document, in its present form or as it may be hereafter revised by any party will not become the agreement of the parties until, with all exhibits and schedules attached, it has been duly executed and delivered by all of the parties.

Master Solution Purchase and Services Agreement

THIS MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between the Secretary of State of the State of Georgia, with its principal executive offices at 2 Martin Luther King Jr. Drive, West Tower, Atlanta, Georgia 30334 (“**Contractor**”), and _____, with an office at _____ (“**State**”). All capitalized terms used in this Agreement are defined, or the location of such definitions indexed, in Section 19.

1. BACKGROUND AND SCOPE.

1.1 **Background.** State desires to acquire, and enable other State Entities to acquire, from Contractor certain Services, Software, Equipment and/or any Licensed Programs or any combination of the foregoing (collectively, the “**Solution**”) capable of providing a new Statewide Voting System (“**SVS**”) with a verifiable paper record which is sufficient to support all primaries and general elections, as more fully described in the State’s request for proposal document (event number 47800-SOS0000037) released March 15, 2019 and all documents attached thereto or links contained therein (as amended, the “**eRFP**”). Based on Contractor’s experience, State has selected Contractor to supply such Solution and, if selected by State, to perform (through itself or one or more Contractor Solution Partners) Services to customize, install, implement and/or maintain a Solution, as further described herein.

1.2 **Guaranteed Functionality & Guaranteed Performance.** Before the selection of Contractor, State issued the eRFP whereby Contractor was required to make an initial, written response to such eRFP and to engage in meetings and discussions with State regarding the suitability of the Solution and Services for identified needs of the State Entities set forth in the eRFP. As part of the eRFP process, State required Contractor to perform certain professional services and demonstrations to validate and confirm that the Solution and Services fulfill the needs of the State as described in the eRFP and to identify and gather any additional State requirements in order to create and deliver to State a new, updated requirements document. Such updated requirements, together with the initial requirements described in the eRFP, Contractor’s eRFP Response, the Functional Requirements, and the deadlines described in the Installation Plan shall be considered the “**Mandatory Requirements**” for purposes of this Agreement, which shall be incorporated in writing into this Agreement. Contractor expressly represents that the Solution will meet all Mandatory Requirements, and, when implemented, will accurately function in accordance with those requirements to allow the State and other State Entities to accurately and securely administer elections in Georgia (the “**Guaranteed Functionality**”). State selected Contractor and the Solution and enters into this Agreement based on (a) the features, functions and attributes of the Solution described in Contractor’s eRFP Response and the Documentation, (b) Contractor and the Solution’s ability to meet the Mandatory Requirements, and (c) Contractor’s guarantee that Contractor will have timely and completely implemented the Solution prior to the date of the 2020 Presidential Preference Primary, including delivery of all Equipment and initial training on the use of such Equipment in the registration of voters and administration of an election, such that the SVS is in place and the Solution fully operational and available for use by all State Entities in such Primary and in all subsequent primary and general elections (the “**Guaranteed Performance**”).

1.3 **Solution Partners.** Contractor may provide certain of the Services and/or components of the Solution (including certain Third Party Licensed Programs) through one or more Contractor Affiliates, suppliers, resellers, or service providers (each, a “**Contractor Solution Partner**”), provided, each is expressly identified by Contractor to State and State agrees to its inclusion on Exhibit D hereto. As between Contractor and each Contractor Solution Partner on the one hand, and State on the other hand, Contractor shall be the prime contractor to State hereunder and in such capacity shall have full responsibility and liability for the performance of the Solution (including each of its Contractor Solution Partner components) and all Services hereunder (including all Services provided by Contractor Solution Partners). Unless the context otherwise requires, all references to “**Contractor**” throughout this Agreement shall refer to both Contractor and each Contractor Solution Partner. If any Services or any portion or component of the Solution is subject to a warranty claim or otherwise suffers a malfunction or defect and Contractor and a Contractor Solution Partner dispute the cause of and/or fault for such malfunction or defect, then until such

time as Contractor and the Contractor Solution Partner resolve their dispute, Contractor shall, without delay or cost to State continue to provide the Maintenance Services and complete all repairs, replacements or other applicable remedy obligations hereunder as necessary to full remedy the warranty claim.

1.4 Purchasing by State and State Entities. State may use the Solution and/or Services purchased under this Agreement on its own behalf and for the benefit of all other State Entities, in accordance with the terms and conditions hereof. Contractor acknowledges and agrees that this Agreement is intended [to be] [to be subject to] an intergovernmental agreement between State and State Entities, and, therefore, that State or any other State Entity may purchase the Solution and/or any of the Services directly under this Agreement by issuing a valid purchase order and entering into a Solution Order or Services Order, as applicable. Any State Entity directly purchasing a Solution and/or Services under this Agreement (i) shall be solely responsible for payment of the Solution or Services purchased by such State Entity, (ii) shall be entitled to all of the rights and benefits afforded to State under this Agreement, and (iii) may enforce this Agreement in its own name with respect to such Solution and/or Services as if this Agreement, in its entirety, had been executed by Contractor and the applicable State Entity, and (iv) subject to Section 18.6.1, shall only be held responsible by Contractor for the performance of its obligations (including payment obligations) with respect to the specific Solution and/or Services purchased by such State Entity as set forth in the applicable Solution Order or Services Order.

1.5 Non-Exclusive Rights. This Agreement is not exclusive. The State and each State Entity reserve the right to select other contractors to provide the same or other products, licenses and services.

1.6 No Minimums Guaranteed. Except as provided in an executed Solution Order, this Agreement does not guarantee any minimum level of purchases.

2. SOLUTION AND DELIVERABLES.

2.1 Solution Order and Delivery. During the Term, and subject to all of the terms and conditions contained herein, Contractor agrees to deliver to State the Solutions ordered pursuant to a Solution Order, as hereinafter described.

2.1.1 Solution Order. For the ordering of a Solution from Contractor, any State Entity and Contractor will, subject to mutual agreement by both parties, execute a written order (each an “**Solution Order**”). Each Solution Order shall: (a) be substantially in the form of Exhibit A hereto; (b) be consecutively numbered with respect to all prior Solution Orders; and (c) include, where applicable and available at that time, the following information:

(i) the services described in this Agreement, including the Configuration Services, Implementation Services, Maintenance Services, Training Services and other services provided by Contractor under this Agreement (the “**Services**”), which are being purchased by the applicable State Entity;

(ii) licenses and/or sublicenses to the application software (the “**Application Programs**”), and to the custom programming application software (the “**Special Programs**”) required in connection with the Services;

(iii) the software support services to be provided by Contractor for the Application Programs and the Special Programs (collectively, the “**Support Services**”);

(iv) the hardware and equipment Deliverables to be provided by Contractor hereunder, including any computer systems, accessories, supplies, parts, related Documentation, and Revisions thereto to be provided by Contractor required for the operation of the Solution (the “**Equipment**”) and the licenses and/or sublicenses to the operating software for such Equipment granted by Contractor (the “**Operating Programs**”);

- (v) the maintenance services for the Equipment (collectively, the “**Maintenance Services**”);
- (vi) the date by which the Solution must be fully delivered;
- (vii) the particular State Site to which such Solution must be delivered; and
- (viii) the price applicable to the items set forth on such Solution Order.

The terms “Application Programs,” “Special Programs,” and “Operating Programs” are collectively referred to as the “**Software**.” In the event of a conflict between the terms of this Agreement and the terms of any Solution Order, except with respect to any provision of this Agreement which explicitly states that it may be modified or superseded by an analogous provision in a Solution Order, the terms of this Agreement shall control. The terms and conditions of each Solution Order will apply solely with respect to the Solution purchased under such Solution Order and shall not be deemed to modify this Agreement.

2.1.2 Additional Products and Services. As further provided in Section 2.3 and other provisions describing the Solution, it is acknowledged that Contractor is obligated as part of the Solution to provide the State Entities from time to time additional services, application software, custom programming application software, operating software, software support services, equipment and equipment maintenance services, at no charge, which are then being provided by Contractor and are not specifically covered by this Agreement of an existing Solution Order or Services Order. Such additional items, if provided as part of the Solution, will automatically be considered within the terms “Services,” “Application Programs,” “Special Programs,” “Operating Programs,” “Support Services,” “Equipment,” and “Maintenance Services”. shall automatically be amended to include all such additional services, application software, custom programming application software, operating software, software support services, equipment, and equipment maintenance services, as the case may be, which are provided by Contractor to State.

2.1.3 Installation Plan. Attached to this Agreement as Exhibit C is the installation plan, developed by Contractor and approved by the State (the “**Installation Plan**”) which describes in detail: (i) each element of the delivery, installation, and initial training of State Personnel in the operation and use of, the Solution, each in a manner that meets the Mandatory Requirements (each a “**Installation Event**”); (ii) the specific dates set by which each of the Installation Events are to be completed (the “**Installation Deadlines**”); and (iii) the applicable Site Specifications, if any. The initially agreed Installation Plan dated as of the Effective Date may be replaced and superseded from time to time upon agreement of the parties in order to reflect mutually agreed changes in the Installation Events or Installation Deadlines by using the change control procedures set forth in Section 5.2.

2.1.4 Delivery. Contractor shall deliver the Solution ordered, including all Equipment and Documentation, to the State Site specified in the Solution Order, by the date(s) specified in the Installation Plan and otherwise in strict compliance with the terms and conditions of this Agreement and Installation Plan. Contractor shall not make any substitutions for the Solution of any other version, model, capacity or manufacturer without the prior written consent of State. Contractor represents and warrants that the Solution shall be new (not remanufactured or refurbished), free of defects, and in good operating condition at all times prior to the expiration of the Warranty Period. Solutions which consist solely of Licensed Programs may also be delivered electronically upon mutual agreement of the parties.

2.1.5 Shipment, Title and Risk of Loss. For each piece of Equipment or other Solution hardware component, Contractor shall pass title and ownership of such Solution component to State upon State's payment in full for such Solution component. Upon State's payment in full for each Solution, Contractor will deliver a bill of sale for each Solution component to State, as applicable. Contractor guarantees that State shall acquire good and clear title to the Equipment and other Solution hardware components being purchased hereunder, free and clear of all liens and encumbrances. Contractor shall arrange for shipment, at Contractor's expense, of Equipment by a mutually acceptable common carrier F.O.B. to the applicable State Site, or other delivery location specified in the Solution Order, at a mutually agreeable time. Risk of loss for such Equipment shall pass to State upon proper delivery at the designated destination. There shall

be no additional charge to State for shipping, delivery or insurance beyond the prices set forth in the Solution Order. In the event of damage to any Equipment or hardware during transit or if Contractor or its designee delivers Equipment or hardware that does not pass Acceptance Testing, then Contractor will replace such Equipment or hardware at Contractor's expense, including covering all shipping costs associated with returning such items to Contractor.

2.1.6 Inspection. In accordance with the Installation Plan and the requirements for the Acceptance Testing Plan, all Equipment shall be inspected as follows: (i) following arrival of the initial deliveries at the central warehouse designated by the State and (ii) for the same deliveries, when forwarded to the State Site (or any subsequent delivery made directly to the State Site(s)). Prior payments shall not be considered as waiving any right of testing or inspection of the State Entities under this Agreement. Determination by a State Entity that Equipment or component has passed Acceptance Testing is without prejudice to any other rights or remedies that such State Entity may have with respect to any subsequently uncovered non-compliance, defect, or non-conformity. Any State Entity may return any Equipment or component of the Solution to Contractor that it determines not to have passed Initial Testing or Acceptance Testing for replacement, and such returns shall be at Contractor's expense including as relates to transportation charges. Any return made by a State Entity for failure of the Equipment or any component of the Solution to pass the Acceptance Testing shall not be affected by any determination by State that such Equipment or component passed Initial Acceptance Testing. If Contractor fails to arrange shipment and pickup of such rejected Equipment by a mutually acceptable common carrier (F.O.B. the State Site from which such rejected items will be dispatched) and redeliver appropriate replacement Equipment or components sufficient to cure the defect prompting the rejection and otherwise fully functional in accordance with the requirements of this Agreement, within thirty (30) days of the applicable State Entity's notification of such rejection, the State Entity shall be entitled to, at its option: (a) rescind the applicable Solution Order and receive a payment from Contractor of the "Standard Liquidated Damages" as defined below; (b) accept the rejected Equipment or component at an equitable price reduction agreed by the parties; or (c) demand specific performance. "**Standard Liquidated Damages**" shall mean and include (1) all fees actually paid by the State Entity (and not previously refunded) towards the purchase price for Equipment set forth in the rescinded Solution Order as of the date of such payment of Standard Liquidated Damages; and (2) the actual expenses incurred by the State Entity following execution by the parties of the applicable Solution Order related to such Solution Order.

2.1.7 Cancellation of Solution Order for Convenience. A State Entity may cancel a Solution Order or any part thereof at any time without charge or cancellation fee. If State cancels any Solution Order, other than pursuant to Section 2.1.6, then the applicable State Entity will bear the cost of shipping any Equipment already delivered pursuant to such Solution Order back to location designated by Contractor (F.O.B. the State Site from which such rejected items will be dispatched). The remedy set forth in this Section 2.1.7 shall be Contractor's sole and exclusive remedy and State's entire liability for claims related to any such cancelled Solution Order.

2.2 Documentation. Contractor shall deliver to State in such form as State shall request the number of copies requested by State of Documentation relating to the Solution and any updates thereto at no additional charge to State. State Entities may duplicate the Documentation provided that the State Entities reproduce the copyright that appears on such Documentation being duplicated. In no event will any provision of this Agreement, or any right or benefit of State or the other State Entities provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Documentation.

2.3 Revisions; Upgraded Solution.

2.3.1 If Contractor makes any revision, modification, enhancement, improvement or otherwise updates the Solution, the Software, any component thereof, or code used therein to include any patches, upgrades, updates, new versions, substitutions, replacements, and other modifications, improvements and enhancements, including through the introduction of new products that have comparable purpose and functionality as the Solution used by the State Entities (collectively the "**Revisions**"), such Revisions will be made available to the State Entities, and, if approved by the State, installed and implemented by Contractor,

on a no-charge basis (with a corresponding credit for the amortized cost of the component being replaced by the accepted Revision) and will be deemed to be part of the Solution. Contractor shall keep State informed of any potential Revisions being considered by Contractor, Revisions which may be necessary to keep the Solution relevant, and any developments in the industry or election practices generally that could adversely affect the Solution or render it obsolete including by: (i) meeting with State quarterly throughout the twenty-four (24) months immediately following the Effective Date and then twice in each of the successive twelve (12) month period remaining during the Term to discuss the same and (ii) providing State with a detailed comparison of the Solution as would exist after any proposed Revisions (the “**Upgraded Solution**”) with the original Solution hereunder. The Upgraded Solution and the Revisions contained therein shall be subject to State’s prior review and approval and State may conduct such testing and evaluations of the same as it determines to be necessary. If the State declines to use the Revisions or the Upgraded Solution, Contractor will remain obligated to support the existing version of the Solution during the Term. For the avoidance of doubt, except as otherwise specified in Section 2.3.2, Contractor shall provide all Revisions occurring at any time during the Term at no additional cost to, and without increases to any existing fees payable hereunder by, any State Entities.

2.3.2 If Contractor makes Revisions at the request of the State which are major in nature and are required as a result of a change to Applicable Laws of the State of Georgia as relates to elections (e.g. a change to a ranked-choice voting system) (“**Major Revisions**”) may be accompanied by an increased fee as mutually agreed upon by the parties at the time State requests such Major Revisions in accordance with the Change Request procedure described in Section 5.4. Notwithstanding the foregoing, Contractor acknowledges and agrees that any Revisions or other changes to the Solution that are required due to changes in federal law, regulation, or standard shall not be accompanied by an increased fee.

2.3.3 Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, Contractor will seek to improve the quality, efficiency and effectiveness of the Solution to keep pace with technological advances and support the State’s evolving needs as related to election administration. Without limiting the generality of the foregoing, Contractor will: (a) identify and apply ‘best practice’ techniques and methodologies in performing and delivering the Solution and Services consistent with then-current industry standards and Contractor’s normal course of business; (b) train Contractor Personnel in new techniques and technologies used generally within the industry; and (c) maintain the currency of the Contractor’s tools, infrastructure, software and other resources. Notwithstanding anything contained herein to the contrary, Contractor shall not, without the prior written consent of the State, (i) make any Revision or otherwise add to or alter the Solution or any component part thereof in any way that could remove Guaranteed Functionality or materially degrade Guaranteed Performance (or any portion thereof) or (ii) fail to make any Revisions necessary to ensure the Solution used by the State Entities remains current and at the forefront of voting technology throughout the Term.

2.4 Additional Requirements and Dependencies. Items or services which are included in or required for a Solution but not provided directly by Contractor must be identified as such in the Schedule for the corresponding Solution. Items or services which are required but are not available without further development or engineering must be identified as such in the Schedule for the corresponding Solution. If for any Solution Contractor sells or licenses to State Contractor’s own or a Contractor Solution Partner’s software, hardware, network communications, or interfaces, including project tools that Contractor regards as proprietary, Contractor will provide State, in addition to descriptions contained in a Schedule, a separate purchase order, contract, or license agreement describing the terms of such transaction. State will not be subject to extraneous royalties or other extended payment terms or usage restrictions of any kind arising from the purchase or license of such items unless shown in such purchase order, contract, or license agreement and unless such purchase order, contract, or license agreement is approved in writing by an authorized representative of State.

2.5 Interoperability; Integration. Requirements of the Solution include full integration with other devices and applications to be specified in the applicable Schedules. Within industry standards, State reserves the right to select the features, tools, accessories and companion applications to be used in or with the Solution. Contractor agrees to work with and support the other contractors who offer such products and solutions.

State reserves the right to approve system configuration, architecture, or functionality that affects the choice or use of the third-party products.

3. LICENSE AND AUTHORIZED USE.

3.1 Grant of License.

3.1.1 Grant of License. Except as provided elsewhere in this Agreement or an applicable Solution Order, Contractor hereby grants to State a non-exclusive, perpetual, irrevocable, and worldwide license for State and State Entities to use, install, execute, store, and display the object version of all Contractor Licensed Programs in connection with State's use, operation, or support of the Solution and in accordance with all the terms and conditions of this Agreement. In addition, State, the other State Entities, and/or State Contractors, subject to the restrictions and processes set forth herein, shall be permitted, in connection with the use, operation, or support of the Solution, to: (a) use the Contractor Licensed Programs at any State Site; (b) make and use [XX] copies, per State Site, of the Contractor Licensed Programs;¹ (c) use the Contractor Licensed Programs for to fulfill the Mandatory Requirements including by providing access at all applicable State Sites to the Contractor Licensed Programs, other than by remote connection; and (d) use and/or copy of the Contractor Licensed Programs for the purpose of creating and using training materials relating to the Contractor Licensed Programs for internal purposes, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Contractor Licensed Programs.

3.1.2 License to Source Code Version. The License also includes the right to receive from Contractor and use the source code version of the Contractor Licensed Programs to the extent so provided in Section 3.1.4.

3.1.3 Deactivation at State's Request. From time to time, State may elect to deactivate one or more Contractor Licensed Programs for some period of time. If any State Entity elects to deactivate any Contractor Licensed Program such State Entity shall not be responsible for payment of any further fee applicable to such deactivated Contractor Licensed Program(s). If State elects to reactivate any such Contractor Licensed Program(s) (i) the Extended Warranty applicable to such Contractor Licensed Program(s) will recommence as of the date such Contractor Licensed Program(s) is reactivated and (ii) any such reactivation by State will be at no cost to State other than as provided above.

3.1.4 Rights Upon Contractor Insolvency. All rights and licenses granted under or pursuant to this Agreement by Contractor to State and any State Entities are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code ("**Bankruptcy Code**"), licenses to rights to "intellectual property" as defined under the Bankruptcy Code. Contractor acknowledges that if it, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, then State or a State Entity may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of any bankruptcy proceeding by or against Contractor under the Bankruptcy Code, State and each State Entity shall be entitled to retain all of such rights under this Agreement. Contractor agrees and acknowledges that enforcement by State or any State Entity of any rights under Section 365(n) of the Bankruptcy Code in connection with this Agreement shall not violate the automatic stay of Section 362 of the Bankruptcy Code and waives any right to object on such basis. Upon rejection of this Agreement by Contractor or the bankruptcy trustee in a bankruptcy case under the Bankruptcy Code and written request of State or a State Entity to Contractor or the bankruptcy trustee pursuant to Section 365(n) of the Bankruptcy Code, Contractor or such bankruptcy trustee shall: (a) provide State or such State Entity the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any Intellectual Property Rights otherwise required to be provided to State or such State Entity under this Agreement, or any agreement supplementary to this Agreement, held by Contractor or such bankruptcy trustee; and (b) not interfere with the rights of State or such State Entity provided in this Agreement or any other agreement

¹ **Note to Contractor:** Please indicate in your eRFP Response the number of copies reasonably needed according to Contractor's standard specifications.

supplementary to this Agreement, to the materials that are the subject of the rights and licenses described in this Section 3.1.4, and any Intellectual Property Rights provided under such agreements, including any right to obtain the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any such Intellectual Property Rights from another party.

4. Services.

4.1 Configuration Services.

4.1.1 State Solution and Functional Requirements. Contractor acknowledges that State has relied, and will rely on, Contractor's experience and expertise in installing, implementing, and servicing the Solution purchased under this Agreement. The Solution will, when installed and implemented, meet State's technology and business requirements including all Functional Requirements. For purposes of this Agreement "**Functional Requirements**" means the technical requirements of State including, where applicable: (a) an identification of all software applications to be run on such Solution (including Licensed Programs provided by Contractor under this Agreement) (collectively, the "**Designated Licensed Programs**"); (b) any performance requirements of the Solution, as applicable (the "**Performance Requirements**"); (c) the anticipated number of users of the Solution and/or Designated Licensed Programs; and (d) details relating to any State systems with which the Solution and Designated Licensed Programs are to interface. Any Functional Requirements described in the Installation Plan, Solution Order, or Services Order shall be incorporated herein.

4.1.2 Contractor System Proposal. If State provides Contractor with Functional Requirements, Contractor shall, at no additional cost to State, analyze such Functional Requirements to determine the minimal amount and type of Solution that Contractor believes State needs to purchase in order to meet the Functional Requirements. Within ten (10) business days of its receipt of the Functional Requirements, Contractor shall deliver to State a written proposal (each a "**Contractor System Proposal**") which shall thereupon become part of the Guaranteed Functionality and be attached to the applicable Solution Order. The Contractor System Proposal shall detail at a minimum (as applicable): (a) the Solution components required to meet the applicable Functional Requirements; (b) the minimal operating system, network, and third-party software necessary to run the Designated Licensed Programs in conformity with the Functional Requirements; and (c) the estimated cost for such Solution determined in accordance with this Agreement. Nothing contained in the Contractor System Proposal shall obligate State to purchase any Solution or portion thereof.

4.1.3 Attachments to Solution. Subject to the other terms of this Section, in the event State provides Contractor with Functional Requirements for a certain Solution (and obtains confirmation of approval thereof as required below), State shall be entitled to install any attachment, feature, or device to, or install any Licensed Programs, on such Solution without affecting Contractor's representations and warranties hereunder, if within a reasonable period of time not to exceed thirty (30) business days after receipt from State of notice of its intent to do so (such notice to be addressed to the Contractor Relationship Manager and delivered via return receipt mail), Contractor provides written notice to State either confirming compatibility with the Solution of the such items or stating reasonable grounds upon which it concludes such attachment, feature, device, modification, change, enhancement, upgrade, or addition will adversely affect its obligations, including any warranty or representation hereunder. Contractor shall use reasonable efforts to respond to any such request. Any request for such confirmation from State as provided under this Section that is not responded to by Contractor shall be deemed an acceptance by Contractor of the compatibility of such items with the Solution. If after receipt of the Contractor notice advising State of Contractor's conclusion that such attachments, features, or devices will adversely affect its obligations State employs such attachment, feature, device, modification, change, enhancement, upgrade, or addition, Contractor shall not be liable for those representations and warranties that it notified State it reasonably concluded would be adversely affected as identified in the detailed notice.

4.2 Implementation Services. After delivery, if requested by State, Contractor shall install, configure and/or implement the Solution (the "**Implementation Services**") (a) in accordance with the implementation schedule attached to the applicable Solution Order (the "**Implementation Schedule**") and (b) for the fees

set forth in the applicable Solution Order. For the avoidance of doubt, State will only be responsible for those fees reflected in the applicable Solution Order and any additional fees relating directly or indirectly to Implementation Services shall require mutual agreement of the parties. Upon completion of the Implementation Services, each Solution shall be tested in accordance with the requirements of Section 9.

4.3 Extended Warranty. Contractor shall provide for a period of two (2) years from the Effective Date and thereafter for so long as requested by each State Entity, a “total care solution” for the Solution, which, in addition to basic commitments contained in this Agreement, will include service guarantees sufficient to keep the Solution in good operating order in accordance with the Requirements at all times (the “**Extended Warranty**”). The Extended Warranty will include all Maintenance Services, telephone and online support, remote installation assistance, troubleshooting, “break-and-fix,” replacement of Equipment and components, supply of spare Equipment and components, and other services to be described by Contractor in a “extended warranty agreement” to be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by the State shall be incorporated into this Agreement. Contractor will, at its own expense, upon receipt of written notice from a State Entity of an Extended Warranty claim make all adjustments and modifications necessary to cure any defect or nonconformity affecting the Solution such that it is fully functional in conformity with the specifications and requirement set forth herein. Contractor shall immediately commence correction of all Extended Warranty claims made pursuant to this Section 4.3. For the avoidance of doubt, the parties acknowledge and agree that no fees, charge, or other costs associated with maintenance, repair, modification, adjustment, replacement, or other remediation of the Solution will be owed by any State Entity in connection with the Extended Warranty. The Extended Warranty shall be “all inclusive,” and cover the maintenance and support of the Solution and Equipment and the maintenance and administration of the Contractor owned and operated central processing units and facilities needed to provide the State Entities with the use of the Solution and Services. If the parties agree that the State or any of its personnel shall perform any services relating to an Extended Warranty claim on behalf of Contractor, State shall receive a credit against the next Milestone Payment to the extent of the services so performed by the State. Notwithstanding the administration of any services by a State Entity on behalf of Contractor in connection with the maintenance or support of the Solution, Contractor shall at all times be responsible the integrity and quality of all Services and the Solution

4.4 Training Services. Contractor shall provide training services (“**Training Services**”), for the fees set forth in each applicable Solution Order, on such dates and locations mutually agreed upon, and shall make available any additional training requested by State which will be for the fees set forth in an additional Services Order Attachment (defined below). In addition and at no cost to State, upon request by State, Contractor shall (a) prior to the date of the 2020 Presidential Preference Primary provide up to ten (10) business days (consecutive but for intervening weekend) of training to up to four (4) State designated personnel covering basic level 1 support issues relating to the maintenance of such initial Solution, and (b) up to three (3) business days (consecutive) of training for to up to four (4) State designated personnel on similar issues during each subsequent period. All such training shall occur at the Contractor designated Contractor location within Georgia, and State shall be responsible for all travel, living and other out-of-pocket expenses incurred by such State designated personnel to attend such training. State shall have the right, at its expense, to copy and distribute any and all training materials within State and its State Entities, and to distribute such materials to train its personnel in the use of the Solution without additional charge by Contractor, provided all proprietary notices of Contractor are duplicated and no modifications to such materials are made without Contractor’s prior written consent. Contractor represents that the Training Services described in the Training Schedule attached to each Solution Order as Attachment 6 are designed to enable State personnel to productively use and operate the Solution. All Training Services shall be conducted by qualified instructors.

4.5 Other Services. In the event State wishes Contractor to provide software development or software customization, and/or consulting services, such Services shall be provided pursuant to written Services Orders detailing the Services to be performed. Each such Services Order shall have attached to and incorporated into it all delivery, Milestone Schedules, Specifications, Performance Levels (or other Service Level Agreements), disaster recovery plans or other mutually agreed project requirements or documents related to the Services to be provided (each a “**Services Order Attachment**”). All Services Orders and Services Order Attachments shall be mutually agreed by the parties and executed by their authorized

representatives but shall take substantially the form contained in Exhibit B to this Agreement. All Services Orders require a validly issued State purchase order. State will be under no obligation to pay for any Services unless and until included in a written Services Order signed by State.

5. CHANGE CONTROL.

5.1 No Deviation. Contractor shall not deviate from the terms and conditions of a Solution Order or Services Order by substitution, deletion, or additions to the Solution, Services or other Deliverables without prior written approval or consent to waiver signed by a duly authorized representative of State or the applicable State Entity. Either party may request or recommend changes by following the change control procedures set forth in this Section 5.

5.2 Change Order. Either party may request or recommend changes to the Solution, Services or the scope or nature of Deliverables being developed, by having its Project Manager provide the other party with a written request or recommendation for changes in writing, signed by such requesting party (each a **"Change Request"**). The party receiving the Change Request shall provide a written response to the Change Request, signed by such receiving party, on the same form (a **"Change Response"**) in the manner specified below. Each Change Request and associated Change Response (if any) expressly accepted by the non-requesting party as evidenced by its signature on the applicable Change Control Form shall be deemed a **"Change Order,"** unless the non-requesting party has proposed changes to the original Change Request from the requesting party that require the non-requesting party's acceptance by execution of the revised Change Request, which, upon execution by the initially requesting party without change, shall be deemed a "Change Order." Change Requests, Change Responses and all resulting Change Orders shall be in the form attached to this Agreement as Exhibit E (the **"Change Control Form"**). Any Change Request that is not responded to by the receiving party shall be deemed rejected. Any Change Request not responded to by the non-requesting party as provided below shall be deemed rejected.

5.3 Contractor Requested Change. If the Change Request is submitted by Contractor to State, the Change Request shall, to the extent known at the time of the request, indicate schedule changes and any other items Contractor believes the Change Request is likely to impact (each an **"Impact Analysis"**). If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined at the time of the request, Contractor shall so indicate on the applicable Change Control Form, including a detailed explanation of the basis of such inability of Contractor to so determine. State shall indicate its acceptance or rejection of the Change Request and/or provide a counter-proposal to the Impact Analysis stated thereon via a Change Response. In no event shall any Contractor-submitted Change Request include any additional charges or purport to increase the any of the fees payable by a State Entity hereunder. A Contractor submitted Change Request shall not become a Change Order unless such Change Request (and its related Impact Analysis) are expressly accepted by State as evidenced by its signature on the applicable Change Control Form.

5.4 State Requested Change. If the Change Request is submitted by State to Contractor, then Contractor shall provide an initial response to the Change Request within three (3) business days of the receipt of the Change Request or such other time specified by State that is reasonable and appropriate to the scope of such requested change. Contractor shall provide in its initial Change Response a detailed Impact Analysis, or a date by which such detailed Impact Analysis will be provided in a later Change Response. If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined, at the time of the Change Response, Contractor shall so indicate in its Change Response, including a detailed explanation of the basis of such inability of Contractor to so determine. In no event shall any State-submitted Change Response become a Change Order unless such Change Response (and its related Impact Analysis) are expressly accepted by Contractor as evidenced by its signature on the applicable Change Control Form.

5.5 Limits on Discretion. Notwithstanding any contrary term in this Section, Contractor may not decline to accept any Change Request that: (a) State reasonably believes would reduce the cost of performance, provided that an equitable adjustment in compensation is made for the reasonable out-of-pocket costs of any performance or preparation already undertaken for the original, pre-change Solution, Services, or other

Deliverables; or (b) increases Contractor's internal cost or magnitude of required performance, provided that the requested changes are reasonable in scope and the parties agree upon a commensurate increase in compensation.

5.6 Status of Change Orders. Each Change Order shall become a part of the Solution Order or Services Order to which it relates as if initially entered into as part of that Services Order, and, together with such Solution Order or Services Order, shall be governed by this Agreement. The parties may mutually agree to supersede, modify, or amend these change control procedures in writing under a Solution Order or Services Order, provided they make express reference to this Section or portion thereof being superseded, modified or amended. If there are conflicts between (or ambiguities within) any Solution Order or Services Order and a subsequent Change Order proposing the delivery of specific Solution, Services, or other Deliverables, the Change Order shall control. If there are conflicts between Change Orders, the most recent Change Order shall control.

6. PERSONNEL.

6.1 Relationship Manager. Contractor shall appoint a qualified member of its staff to act as a dedicated manager of Contractor's relationship with State (the "**Contractor Relationship Manager**"), whose duties shall be to act as primary liaison between Contractor and State for all matters relating to Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Contractor and all Contractor Solution Partners under this Agreement; (b) have direct access to the key decision makers of Contractor and all Contractor Solution Partners; and (c) be able to call upon the experience, expertise and resources of Contractor and each Contractor Solution Partner as needed to properly, efficiently and timely perform their duties under this Agreement. The Contractor Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Solution Order or Services Order. State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Contractor in carrying out an efficient delivery of Services ("**State Relationship Managers**"). Both parties shall notify the other party of a change in the identity of their respective Relationship Managers.

6.2 Contractor Personnel. The individuals who perform Services, whether employees or independent contractors of Contractor (or of a Contractor Solution Partner) are hereinafter referred to as "**Contractor Personnel**" and at all times meet the requirements set forth below. If Services are to be performed outside of the United States all Contractor Personnel shall meet these requirements to the maximum extent applicable, and shall further meet, to the maximum extent applicable, equivalent requirements under local law. The Contractor Personnel assignment requirements are as follows:

(a) Unless specifically agreed otherwise by State in each instance, Contractor shall only assign as Contractor Personnel employees of Contractor and those limited non-employees of Contractor who qualify as "independent contractors" or "temp employees" by meeting the following respective criteria: (i) they are consultants who provide services to Contractor or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as "1099" relationships, or (ii) they are individuals who provide services to Contractor or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Contractor and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities, to written duties of confidentiality and obligations to protect State's Intellectual Property Rights that are at least as protective of State as those contained in this Agreement;

(b) Prior to assigning any individual to perform the Services in the United States (which may have been completed at the time of hire), Contractor shall perform a background check, such check shall include the (i) United States Department of Motor Vehicles; (ii) credit check; (iii) national criminal check; (iv) government excluded parties list; (v) the United States Department of Health excluded parties list; (vi) a determination as to whether the person is subject to or identified on any of the lists contained in Exhibit F; (vii) a determination that the individual's employment complies with relevant immigration law; and (viii) Contractor shall obtain finger prints for all Contractor Personnel reasonably expected to have access to

Confidential Information of any State Entity in connection with such individuals performance of Services hereunder. All information obtained by Contractor pursuant to this Section shall remain in Contractor's possession and Contractor shall not be obligated to disclose such information to State; and

(c) Contractor shall not assign any person to perform Services who (i) refuses to submit to such checks; (ii) has in the last seven (7) years been convicted of a financial-related crime or a felony (excluding motor vehicle-related offenses); (iii) is subject to or identified on any of the lists contained in Exhibit F; or (iv) does not meet the requirements under immigration law to be employed. Contractor shall not be responsible for information not disclosed pursuant to the foregoing background check requirements.

6.3 State Review and Acceptance. State shall have the right to interview and otherwise evaluate Contractor Personnel and to accept or reject Contractor Personnel based upon the skills, training and background or experience indicated by such Contractor Personnel. If any Contractor Personnel performing Services is found to be unacceptable to State for cause, including demonstration that he or she is not qualified to perform the Services assigned, State shall notify Contractor of such fact and Contractor shall immediately remove said Contractor Personnel and, if requested by State, provide a qualified replacement. If any Contractor Personnel is found to be unacceptable to State for any other reason, State shall notify Contractor of such fact in writing, and Contractor shall promptly take reasonable and appropriate action.

6.4 Project Managers. At State's election, Contractor shall designate a project manager ("**Project Manager**") who shall be principally responsible for owning and ensuring timely delivery of the Solution or provision of the Services, as applicable.

6.5 Continuity. If Contractor reassigns any Contractor Personnel, Contractor shall promptly provide a qualified replacement acceptable to State, and State shall not be charged for any training or transition time for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Solution Order or Services Order may be dependent on such continuity, certain individual Contractor Personnel may be identified in a Solution Order or Services Order as key personnel ("**Key Personnel**"). Except as directed by State under Section 6.3 or for the reasons provided in this Section 6.5, Contractor shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Solution Order or Services Order without State's prior written consent, such consent not to be unreasonably withheld. Contractor shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in Applicable Law, (e) changes in immigration status not caused by the negligence of Contractor or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to reasonably accommodate the circumstances of the adversely affected Contractor Personnel.

6.6 Resource Prioritization. If there is any conflict in the resource demands between State and the State Entities (or among the State Entities), Contractor shall escalate such conflict to the Contractor Relationship Manager and State Relationship Manager immediately upon becoming aware of its existence, and the respective Relationship Managers shall work with the applicable Project Managers to determine appropriate prioritization and allocation of Contractor Personnel.

6.7 Subcontractors; Ineligible Status. The unique abilities, knowledge, and skills of Contractor and Contractor Personnel constitute a material inducement for State entering into this Agreement. Contractor agrees that it shall not employ any agent or subcontractor in connection with the performance of any Services without the prior written consent of State, which may be withheld for any reason. If State does consent, Contractor shall provide State with written evidence (acceptable to State) of said agent's or subcontractor's compliance with the confidentiality and intellectual property provisions of this Agreement prior to the disclosure of any State Confidential Information to, or the performance by, any such agent or subcontractor in connection with or pursuant to this Agreement. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

Contractor will immediately notify the State if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

6.8 Site Visits. Upon the giving of at least five (5) business days' notice to Contractor, State Entity personnel shall have the right to visit the offices of Contractor and/or the Contractor Solution Partners in order to observe the performance of any Services at the sole cost of the applicable State Entity. The State Entities shall cooperate with Contractor to ensure that such site visits do not unreasonably interfere with Contractor's normal business operations.

6.9 Timely and Quality Performance. The Contractor Personnel shall perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable Solution Order or Services Order, if any. At all times during the Term Contractor shall retain sufficient number of Contractor Personnel, with the required skills, to meet the ongoing needs of the State and ensure that Contractor achieves the timely implementation of the Solution, including the Guaranteed Functionality and Guaranteed Performance. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and Deliverables, and the required periodic reporting of the status of all Services and Deliverables to State. In response to any feedback or performance assessment provided by State to Contractor Personnel, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

7. COMPLIANCE.

7.1 State Policies and Directives. Contractor shall ensure that all Contractor Personnel, while at a State Site, will abide by all reasonable policies and directives issued by State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and procedures as may be established by State from time to time, provided such policies or directives are published (or otherwise made know) to Contractor prior to such visit and are limited to administrative and security-based issues. Accordingly, Contractor hereby agrees that prior to sending any Contractor Personnel to work at any State facility, Contractor will provide such Contractor Personnel with a copy of all written State policies and procedures provided by State to Contractor and will have Contractor Personnel review and acknowledge same. In addition, Contractor will cause all Contractor Personnel to comply, when at a State Site, with such standard safety policies applicable to such site and such additional policies as State may, from time to time, communicate to Contractor or Contractor Personnel.

7.2 SSAE 18 Reporting. At State's request Contractor, on an annual basis, shall, at Contractor's expense (i) provide an SSAE 18 Type II assessment covering critical business processes relating to data protection and the safeguards implemented by Contractor or (ii) participate in a similar risk assessment relating to Contractor's controls that ensure data security and reduce cybersecurity threats from being realized conducted by an independent third-party agreed upon by State and the Contractor. Each report will cover the consecutive twelve (12) month period during the Term. State reserves the right to expand the scope of the controls to be covered by any reports prepared during the Term pursuant to this Section 7.2. Contractor shall provide State with a copy of each such report within thirty (30) calendar days after Contractor receives such report.

7.3 Applicable Law – Contractor. Contractor shall obey and abide by all Applicable Laws, regulations, ordinances and other rules of the United States of America, and any other jurisdiction where Services are, or may likely be, performed in connection with this Agreement (including respective states, territories or subdivisions thereof or any other duly constituted public authority in any such jurisdiction). Without limiting the generality of the foregoing:

7.3.1 Contractor will ensure that no labor will be used in the performance of this Agreement that violates the child labor laws of any country in which State or any State Entity is located or any country in which Contractor is located or performs Services hereunder. If State believes that Contractor is using such

labor, then State may immediately terminate this Agreement in which event State shall have no liability whatsoever to pay compensation to Contractor, including for Services already performed.

7.3.2 Contractor represents and warrants that: (i) Contractor, Contractor Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Contractor Personnel), and all of their agents and business partners (collectively, "**Contractor Parties**") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (ii) Contractor Parties are not, and never have been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iii) Contractor will immediately notify State in the event that any of the Contractor Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Contractor Parties will comply with all applicable Transfer Control Laws.

7.3.3 Contractor acknowledges and understands that improper use of material non-public information may be a violation of the law, including the laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of this Agreement.

7.3.4 The Contractor Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

7.3.5 Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.

7.3.6 The Contractor Parties shall comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The Contractor Parties shall also comply with all State and State Entity policies and standards in effect during the performance of this Agreement, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

7.3.7 Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with all Applicable Laws, rules, or regulations. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Agreement by the Contractor.

7.3.8 Contractor hereby certifies as follows:

(a) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

(b) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq. throughout the duration of this Agreement.

(c) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

7.3.9 Contractor may be suspended, terminated, or debarred if it is determined that any of Contractor's certifications in Section 7.3.8 is false or Contractor has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

7.4 Permits and Licenses. Contractor acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Contractor Personnel in advance of their assignment in connection with Services. Contractor will obtain, at Contractor's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

8. PERFORMANCE STANDARDS, MONITORING AND MEASUREMENT.

8.1 Performance Levels. Contractor shall provide the Solution and perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable project documentation, Solutions Order, or Services Order as applicable. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and all applications and Deliverables, and the required periodic reporting of the status of all Services and such applications and Deliverables to State. In fulfilling its obligations under this Agreement, Contractor shall perform, and shall cause each Contractor Solution Partner to perform, all Services and all Deliverables to perform, in accordance with the response, resolution, and other support standards and timelines and such other systems availability and processing requirements as are set forth in the applicable Services Order (the "**Performance Levels**"). If State management, including the State Relationship Manager or Project Manager, provides feedback or performance assessments that identify areas requiring Contractor improvements, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response, including a formal mitigation action plan, within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

8.2 Non-Conformance.

8.2.1 Generally. If Contractor or any Contractor Solution Partner fails to meet any Performance Level or fails to perform its other obligations hereunder, Contractor shall immediately: (a) investigate and report to State on the causes of the failure; (b) prepare an action plan for State's approval to correct the failure; (c) advise State, as and to the extent requested by State, of the status of remedial efforts being undertaken with respect to such failure; (d) correct the failure and begin meeting the Performance Levels; and (e) take appropriate preventive measures so that the failure does not recur. In addition, failures to meet a Performance Level shall entitle State to receive liquidated damages and/or credits (as applicable) from Contractor, as provided in the applicable Services Order.

8.2.2 Software. All Software delivered by Contractor to any State Entity shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the State, any other State Entity or governmental agency, or any court having jurisdiction to contain a defect, to have a serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled,

the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation. The State Entity shall have the option of returning or replacing the defective Software at Contractor's expense. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense, provided the State determines the performance of such repairs and modifications is in the State's best interest. Payment for the Software shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under this Agreement.

8.3 Measurement Tools. Contractor shall utilize, and shall cause the Contractor Solution Partners to utilize, the necessary measurement and monitoring tools and procedures required to measure and report its performance against all Performance Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Levels. Contractor shall provide State with information and access to such tools and procedures, upon request, for purposes of verification. State also shall monitor and measure certain Performance Levels, and any discrepancy between Contractor and State measurements of the Performance Levels shall be resolved by reference to State's measurement and monitoring tools and procedures.

8.4 Proactive Monitoring. Contractor acknowledges and agrees that the performance of Services in accordance with this Agreement is critical to State's business and that State requires metrics to monitor such performance. Accordingly, at no cost to State, Contractor shall, and, if requested by State shall cause each Contractor Solution Partner to: (a) provide to State, on a quarterly basis, data (or metrics) regarding its progress in improving the quality and productivity of Contractor Personnel, including data on the number of Contractor Personnel, average experience, and turnover (overall and on a project basis); (b) provide to State, on a quarterly basis, data on each project covering such matters as productivity, quality and timeliness, new development productivity measures (function points per person/day, error rates per function point, etc.) and maintenance project measures (requests serviced weekly etc.); and (c) provide to State a log reflecting State open issues that is to be updated on a monthly basis. In addition to the periodic delivery described above, Contractor agrees to provide State with the foregoing information within fifteen (15) days of a request made by State for the same.

8.5 Coding Standards. If Contractor or a Contractor Solution Partner will be performing development, programming or other coding services under a Services Order and the Deliverables thereunder will be owned exclusively by State (pursuant to Section 12 below), Contractor or the applicable Contractor Solution Partner shall, with respect to such Services Order, be responsible for such specific coding and naming standards and conventions as may be provided by State in connection with certain of its and/or its third-party licensors' requirements, as well as such quality performance and productivity provisions and documentation requirements, if any, set forth in Exhibit G. Contractor shall, in addition, be responsible for imposing the applicable quality assurance requirements on Contractor Personnel. State shall have the right to conduct quality audits and to perform or witness inspections or tests of the Deliverables furnished hereunder at Contractor's facility, at sole cost of State, at any time during development and prior to delivery.

8.6 Quality Assurance. State may, at its option, employ consultants, including quality assurance consultants, for periodic review of any work or project, including evaluation of Change Orders and monitoring of compliance with Service Level Agreements and Performance Levels. References to State in this Agreement shall include such consultant to the extent State so indicates for that purpose. If so requested by State, State shall have the right to receive and review quality assurance reports produced by Contractor. Contractor shall accommodate reasonable State requests to expand or modify Contractor's quality assurance procedures for Projects in progress.

8.7 Material Defects. Contractor shall give State prompt notice if Contractor becomes aware of a material defect in any Deliverables or the performance of any Services or any issue that may affect Contractor's ability to implement the Solution, including all Guaranteed Functionality and Guaranteed Performance, in accordance with the timeline required by this Agreement.

9. DELIVERY AND ACCEPTANCE.

Each delivery and implementation of the Solution and Services or any additional applications at a State Site shall be subject to acceptance by State in accordance with acceptance testing procedures, as provided in the Solutions Order. An “**Acceptance Testing Plan**” for the Solution and Services shall be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by the State shall be incorporated into this Agreement. The Acceptance Testing Plan shall be based on full implementation of the Solution and Services and shall include testing procedures sufficient to demonstrate that (a) all functionality has been provided and performs in the applicable State Entity’s environment, in all material respects, in accordance with the Guaranteed Functionality; (b) the applications and deliverables meet the warranty requirements specified in this Agreement and the applicable Solution Order; (c) the applications and Deliverables, including any required modifications necessary to support each State Entity’s specific system code tables, default parameters, customizations, interfaces, if any, (d) the applications and Deliverables will perform at acceptable levels required to support the State’s implementation of the SVS and the operation of general and primary elections using such SVS; and (e) the applications and Deliverables will successfully complete an “election voting and processing” simulation. Testing procedures will include testing before, at, and after “go-live” as appropriate before the Solution “goes-live”, but the testing will continue after “go-live” as appropriate to verify that the applications and services meet applicable requirements in a full production mode. State representatives will have the right to be present during the Acceptance Test and review all test results. When the applications and Deliverables meet the requirements of the Acceptance Test, State will provide a written sign-off that Acceptance has occurred. If the applications and Deliverables fail to meet all material requirements of the Acceptance Test, Contractor will, at its sole expense, correct the deficiencies and the Acceptance Test will then be repeated. Acceptance will not relieve Contractor of responsibility for its warranties, support and maintenance obligations, or achieving the Performance Levels.

10. CHARGES, PAYMENT, AND TAXES.

10.1 Payments.² As further provided in Contractor’s fee proposal delivered by Contractor and accepted by State prior to execution of this Agreement (the “**Fee Schedule**”), and subject to the other terms and conditions of this Agreement, in consideration of Contractor’s agreement to provide the Solution to State, deliver necessary documentation, train State Personnel, and render related services in accordance with this Agreement, Contractor shall be entitled to be paid as follows:

10.1.1 Milestone Payments:

- (a) \$[X] on the Effective Date;
- (b) \$[X] following Contractor’s successful completion of the [August 2019] Installation Event by the applicable Installation Deadline;³
- (c) \$[X] following Contractor’s successful completion of the [November 2019] Installation Event by the applicable Installation Deadline;
- (d) \$[X] following Contractor’s successful completion of the [X] Installation Event by the applicable Installation Deadline; and
- (e) \$[X], following Contractor’s successful completion of the [Presidential Preference Primary 2020] Installation Event by the applicable Installation Deadline (the amounts described in this Section 10.1.1, the “**Milestone Payments**”)

² **Note to Contractor:** Subject to further review of Contractor’s Cost Model and proposed Fee Schedule.

³ **Note to Contractor:** The Installation Plan will provide that the Solution is made available to certain State Entities for use in the August and November 2019 municipal elections. Payments will be tied to Contractor achieving implementation for these elections.

10.1.2 Equipment Charges. The price for the Equipment ordered by a State Entity, as contemplated by the Fee Schedule, shall be set out in each applicable Solution Order (the “**Equipment Charges**”). Contractor shall deliver an invoice for the relevant Equipment Charges to the applicable State Entity in accordance with the following: (a) fifty percent (50%) of the Equipment Charges following State’s completion of initial Acceptance Testing and (b) the remaining fifty percent (50%) of the Equipment charged of the applicable State Entity’s confirmation that testing of the same has been satisfactorily completed at the State Site at which such Solution is to be implemented and administered as designated by the applicable State Entity.

10.1.3 T&M Rates. Except as provided in the Fee Schedule, this Agreement does not contemplate payment of Contractor for any of its work, overhead, or expenses on a time and materials basis. To the extent the Fee Schedule provides for such charges Exhibit G hereto provides Contractor’s rates (“**T&M Rates**”). Contractor shall not increase the T&M Rates during the Term.

10.2 Events Affecting Milestone Payments. If (a) an Installation Event does not occur by the applicable Installation Deadline or (b) the Installation Event does not occur at all (in either case a “**Missed Deadline**”), State shall receive, in addition to any discount for prompt payment set forth in Section 10.3, a discount of [X]% from the applicable Milestone Payment described in Section 10.1.1 (each a “**Missed Milestone Discount**”).

10.3 Invoices. Contractor shall submit invoices to the applicable State Entity (a) thirty (30) days prior to the anticipated completion of the applicable Installation Event to which a Milestone Payment relates; and (b) with respect to Equipment Charges, in accordance with Section 10.1.2. The applicable State Entity shall pay all undisputed correct invoices, which are timely submitted to it, within thirty (30) days of receipt. For invoices paid by a State Entity within fifteen (15) days of receipt such State Entity shall be entitled to a [X%] percent discount of the invoiced amount.

10.4 Disputed Charges. In the event State reasonably believes that any invoice submitted by Contractor contains any discrepancies or errors, State shall notify Contractor of such discrepancy(ies) or error(s). The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of State’s notification of dispute, Contractor will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Contractor has investigated such dispute and that Contractor considers the amounts due and payable and no longer in dispute. State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and State withholding payment of disputed charges as permitted under this Agreement will not permit Contractor to suspend or cease performance of the Services and Contractor shall continue to provide such Services.

10.5 Currency; Settlement Method. State may settle payments with Contractor using a procurement credit card. Should State choose to settle payments with this method, Contractor agrees to provide the State location with level 3 billing details as defined by the standards of the applicable card issuer.

10.6 State Status as Most Favored Customer. During the Term, Contractor shall offer to State and the State Entities the Solution, and any other Services which Contractor offers on a general basis to its other customers at prices at least as favorable as Contractor offers or provides to any Person. In comparing the prices offered by Contractor to other customers with the prices offered to State under this Agreement, (a) the fees paid by State hereunder for the applicable Solution shall be reduced by an appropriate amount to compensate for any installation, training, migration and other services provided by Contractor hereunder at no charge and to account for any credits provided by Contractor to State hereunder, and (b) the fees paid by any other Person for the applicable Solution shall be increased by an appropriate amount to compensate for any functionality or service that State receive as part of any such Solution that are not received by such other Person. State shall be entitled to receive, at its request, such information as may be relevant for purposes of determining Contractor’s compliance with this Section 10.6. State shall have the right to have independent auditors selected by State, reasonably acceptable to Contractor, review and copy Contractor’s books and records solely to determine if Contractor has complied with the terms of this Section 10.6,

provided that at no time shall Contractor be required to provide any State or Contractor confidential information (other than the pricing information), and all pricing shall be shown blindly (without other customer names or other means of identification) for applicable Solution or Services, as the case may be. State shall pay all fees associated with retaining such independent auditor. If any such audit reveals that Contractor charges State more than is permitted by this Section 10.6, Contractor shall promptly refund to State all excess charges.

10.7 No Other Charges; Expenses. Contractor acknowledges and agrees that the charges and fees described in this Section 10 shall be “all-inclusive” and represent the total cost for the Solution including all costs associated with all goods, software, and services to be provided Contractor pursuant to this Agreement, including (i) the SVS components described on each Solution Order, (ii) all Equipment described in the applicable Solution Order, (iii) the Training Services described in such Solution Order, and (iv) the Extended Warranty and all maintenance, support, and remedial action thereunder required to ensure the Solution and all components thereof are available to the ordering State Entity and function in accordance with the requirements of this Agreement. In no event shall State be liable for any amounts not described in this Section 10 or any other charges, fees, expenses, or costs incurred by Contractor, which Contractor failed to consider in its eRFP Response. Accordingly, no such expenses of any Contractor Party will be separately reimbursable by any State Entity.

10.8 Taxes.

10.8.1 The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor’s employee’s wages. The State is exempt from State and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Agreement, which verification is incorporated herein by reference.

10.8.2 By executing this Agreement the Contractor certifies it is either (a) registered with the State Department of Revenue and collects and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A. or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare this Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.

10.9 Books and Records.

10.9.1 GAAP Standards; Record Retention. Contractor shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Contractor’s prices and other charges billed to State under this Agreement and each Solution Order and Services Order. Contractor will maintain such books and records for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

10.9.2 Information Regarding Billing Questions. Contractor shall answer billing questions and provide State with such documentation as State may request pertaining to billing. Once per year and at the sole cost of State, Contractor shall provide State and State’s representatives with reasonable access to such books and records for purposes of auditing the fees under this Agreement and/or any Schedule or Services Order.

10.10 Audit. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to audit Contractor to achieve one or more of the following additional objectives: (a) verify the security and integrity of State’s and each other State Entity’s data and examine the systems that process, store, support, and transmit that data or (b) examine Contractor’s performance of, and conformance to the terms of, this Agreement, including,

to the extent applicable to the applications and services provided by Contractor and to the charges therefor, performing audits of (i) Contractor's practices and procedures, including its conformance with State policies with which it is obligated to comply under this Agreement and otherwise as reasonably necessary to enable State to confirm that Contractor is meeting applicable regulatory and other legal requirements for which it is obligated to comply under this Agreement; (ii) supporting information and calculations regarding compliance with Performance Levels, security standards for which Contractor is responsible hereunder or other required standards or levels of performance; and (iii) Contractor's disaster recovery and back-up procedures. State agrees to the following conditions in connection with such audits: (i) State will not unreasonably interfere with Contractor's normal business operations, (ii) Contractor is not entitled to review or see and other Confidential Information of other Contractor States except in an anonymized or redacted format, and (iii) all information disclosed during such site visit shall be considered Contractor's Confidential Information (unless the information Contractor possesses is already Confidential Information of the State or State Data). If as a result of any such audit State determines that Contractor has overcharged State, State will notify Contractor of the amount of such overcharge and provide Contractor with a report setting forth the determination of such overcharge. Upon such notice, Contractor shall promptly pay to State the amount of such overcharge, together with interest thereon at the Interest Rate calculated from the date of such overcharge until the date Contractor reimburses State. In addition, if such audit reveals an overcharge to State in any fee, cost, or charge billed by Contractor, Contractor shall reimburse State for the actual costs of such audit. In the case of a performance-related audit, Contractor and State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. State and Contractor agree to develop operating procedures for the sharing of audit and regulatory findings and reports related to Contractor's operating practices and procedures produced by auditors or regulators of either party. Evidence of criminal conduct uncovered by the State during an audit will be turned over to the proper authorities.

11.13 Delay of Payment Due to Contractor's Failure. If the State Entity in good faith determines that the Contractor has failed to perform or deliver any component of the Solution for which the State Entity is charged as required by the Agreement, the Contractor shall not be entitled to the compensation under this Agreement corresponding to such components until such components are delivered and/or conform to the requirements of this Agreement. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State's right to deduct such incurred costs shall not in any way affect the State's right to terminate this Agreement or any Solution Order or Services Order.

11.14 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State Entity and/or the State any sum under the terms of this Agreement, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

11. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY.

11.1 Disclosure of Confidential Information. Contractor and State acknowledge that, in the course of performance under this Agreement, one party (the "**Disclosing Party**") may intentionally or inadvertently disclose, deliver, or permit access by the other party (the "**Receiving Party**") to information, data, or materials which are, to the Disclosing Party, secret, proprietary, and/or confidential, including as may be so designated by statute, regulation, or common law, including, among others, by the form of the Uniform Trade Secrets Act adopted under Applicable Law (if any) and various applicable privacy laws. All of the foregoing information, data, and materials are referred to collectively in this Agreement as the "**Confidential Information**" as that term is further defined and described in Section 11.2.

11.2 Confidential Information. Without in any way limiting the generality of the definition of Confidential Information contained in Section 11.1, the term Confidential Information shall also expressly include all data, information, materials, and subject matter, works of authorship, methods, processes, techniques, systems, and know-how containing, recording, expressing, or embodying the Disclosing Party's (a)

products, both existing and under development during the Term, and all related documentation algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, and flow charts containing, comprised by or embodied in such products and (b) current or prospective businesses, business plans, states, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is (i) owned by the Disclosing Party, leased or licensed from third parties or held for the benefit of or in connection with its clients, states, business partners, or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledges and agree that where Contractor is the Disclosing Party, "Confidential Information" shall include only such information that Contractor has marked as "confidential", "proprietary", "trade secret", or otherwise redacted in accordance with eRFP Section 2.1.12.2.1 et seq. the terms of which are incorporated herein by reference, provided, however State reserves the right to determine if such information has been properly designated as such and whether it may or may not be disclosed by State.

11.3 Non-Disclosure and Non-Use. Except as otherwise permitted by eRFP, the Receiving Party shall hold all Confidential Information actually received in strictest confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express written consent of the Disclosing Party in each instance, except to the Authorized Recipients. In all events the Receiving Party shall handle, store, and maintain all Confidential Information actually received with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information. The Receiving Party shall not make any use of the Confidential Information whatsoever except such limited uses as are required under the Agreement. To the limited extent reasonably necessary for such permitted purposes, the foregoing right of use shall include the right to make a reasonable number of copies of the Confidential Information each of which shall be subject to Section 11.8. The use rights hereunder do not permit, and the Receiving Party is expressly prohibited from (a) performing any benchmarking or other comparative or competitive analysis of any Confidential Information for any purpose other than as required under this Agreement and (b) using, distributing, delivering, or disclosing the Confidential Information or any portion to any Person in violation of U.S. export regulations.

11.4 Confidentiality Exclusions. The Receiving Party shall have no obligation under Section 11.3 with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (a) was already known to it at the time of its receipt hereunder; (b) is or becomes generally available to the public other than by means of breach of this Agreement; (c) is independently obtained from a third party (other than any Authorized Recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; or (d) is independently developed by or on behalf of the Receiving Party without use of, reference to, or reliance on any Confidential Information. Furthermore the State, as Receiving Party shall have no obligation under Section 11.3 with respect to any information that State determines is required to be disclosed by Applicable Law including the provisions of the Georgia Procurement Manual, State Purchasing Act, or Georgia Open Records Act as provided in O.C.G.A. Section 50-18-70 et seq. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity to object to such disclosure and has provided reasonable assistance, at the cost of the Disclosing Party, in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

11.5 Privacy Regulations and Guidelines. This Agreement, the Solutions Orders, Services Orders, and the parties hereunder, may be governed by one or more privacy laws, regulations or guidelines including O.C.G.A. 21-2-379.24(g) and such others as may be designated by State from time to time (collectively, the "**Privacy Regulations**"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by the Receiving Party's obligations under Section 11.3: (a) the term "Confidential Information" shall further include all Nonpublic Personal Information,

Personal Information, material nonpublic information and Personal Data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the “**Regulated Information**”); and (b) the Receiving Party shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by the Receiving Party including all reporting, audit, access, third-party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to the Receiving Party under this Agreement is amended, and/or if any other state or federal law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Receiving Party acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 11.3. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees (i) it shall maintain, and shall require all Authorized Recipients to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide with information regarding such security measures upon the reasonable request of State and promptly provide State with information regarding any failure of such security measures or any security breach related to Regulated Information.

11.6 No Transfer of Rights. Nothing in this Agreement is, nor shall be deemed to be, any transfer, conveyance, assignment or waiver (by express license, implied license or otherwise) by the Disclosing Party of any Intellectual Property Rights it has or claims to have in the Confidential Information.

11.7 Data and Network Security.

11.7.1 Contractor is responsible for providing network security and security for such of its facilities where its servers or other network equipment are located. Contractor must ensure that such security standards meet State’s standards as to administrative, physical, and technical security. Contractor shall also comply with its own then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Contractor.

11.7.2 If, during the course of this Agreement, Contractor is creating, hosting, maintaining, processing or transmitting any State Confidential Information on or through any Contractor computer networks, data centers, labs, supporting environments, Web servers or other information technology resources (collectively “**Contractor Computer Systems**”), or is otherwise using any Contractor Computer Systems in connection with this Agreement, then with respect to all such Contractor Computer Systems, Contractor will, in accordance with industry best practices or higher standards that are in all cases no less than reasonable:

(a) Limit physical and electronic access to Contractor’s employees and essential third-party contractors, on a need-to-access basis, who have signed a written agreement that is at least as protective of the confidentiality and security of State Confidential Information as those provided in this Agreement;

(b) Implement and maintain technical access controls that, at a minimum, require unique identification and authentication of all users, restrict access to all data, software, or other file-system objects exclusively to those users who need such access to perform their job responsibilities, and limit administrator-level control to only authorized IT personnel;

(c) Implement and maintain transmission controls that, at a minimum, allow only the data protocols required for the function and management of each solution to be used or transmitted and insure the confidentiality, availability, and integrity of all transmissions;

(d) Implement and maintain firewall technology and intrusion detection software configured to minimize or eliminate hacking and other threats;

- (e) Implement and maintain protection against viruses, worms, Trojan horses, spyware, and other malicious code;
- (f) Perform routine reviews of logs files and system records for suspicious activity;
- (g) Perform regular reviews of relevant security notifications and alerts (e.g., notifications of bugs, attacks, and patches), and apply such patches and fixes as appropriate;
- (h) Implement and maintain disaster recovery, backup, and other contingency plans; and
- (i) Conduct regular security audits, reviews, and tests and systematically retain log files, system records, test plans, and other security documentation.

11.7.3 Contractor shall notify State immediately upon discovery or notification of any actual, potential or threatened Security Breach. Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Contractor's actions will include at a minimum:

- (a) Confirming the attack;
- (b) Denying access from the source of the attack;
- (c) Investigating and evaluating the extent of the damage, if any;
- (d) Backing-up the affected systems and those suspected to be affected;
- (e) Strengthening defenses everywhere, not just the suspected path that the attacker used, if possible;
- (f) Contacting Contractor's internet service provider and, subject to State's prior written approval, any law enforcement agency to work with Contractor's security team; and
- (g) Producing an incident report within twenty-four (24) hours detailing Contractor's findings and distributing the report to State.

11.8 Disaster Recovery – Requirements and Audit Procedure.

(a) Contractor's current disaster recovery plan and data backup procedures (the "**Disaster Recovery Plan**") are attached hereto as Exhibit K. During the Term, Contractor agrees to update the Disaster Recovery Plan at least annually to account for changes in the Solution or Services and to provide a copy of such updated plan to State within thirty (30) days of its completion.

(b) The Disaster Recovery Plan shall: (i) be designed to continue all applications provided to State that are critical to the overall operation and functionality of State operations notwithstanding the occurrence of a Crisis or Interruption; (ii) specify procedures and frequency of testing; and (iii) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide such applications in the event of a Crisis or Interruption. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up to keep such applications from becoming unavailable for a significant amount of time due to a Crisis or Interruption and to permit the related business operations of State to be re-instituted in a time period that permits the ongoing operation and functionality of the business to which such applications relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related

items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Contractor Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of State's and the Retailers' business to which the applications relate.

(c) If a Crisis or Interruption prevents Contractor from providing the Solution or Services to State, Contractor shall allocate its efforts and resources to restoring State's Services no less favorably to State than it allocates to any of its other states affected by the Crisis or Interruption.

(d) State reserves the right to conduct, either itself or through a third-party independent contractor selected by State, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Solution and Services in order to evaluate Contractor's compliance with security, confidentiality, or privacy obligations; detect and assess potential vulnerabilities; or evaluate Contractor's preparedness for contingencies that could affect the Solution and Services. Such audit and review shall be conducted upon State's reasonable request. After conducting an audit, State shall notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality, privacy, or other obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. The audit by State shall be conducted through a third-party independent contractor, and such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those applicable to State to protect Contractor's proprietary information.

(e) In addition to and not in lieu of State's rights to conduct an audit as described in this Section, once per year during the Term, Contractor will provide State with a written certification that Contractor has tested its architecture, systems, and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

11.9 Loss of Information; Equitable Relief. The remedy at law for any breach or threatened breach of this Section 11 shall be inadequate, and in addition to any other remedy available at law, in equity, or under this Agreement, the non-breaching party shall be entitled to seek to obtain injunctive relief without proof of irreparable injury and without posting bond. If there is any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly: (a) notify the Disclosing Party upon becoming aware thereof; (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure, losses or violation; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

11.10 Compliance by Contractor Solution Partners. Without limiting Contractor's obligations above, Contractor shall cause each Contractor Solution Partner to comply with the provisions of this Section 11 to the same extent that Contractor is required to comply with such provisions.

12. OWNERSHIP OF CONTRACTOR PRODUCTS; STATE DATA; THIRD-PARTY PRODUCTS.

12.1 Ownership of Contractor Products. State acknowledges that the Software, the Contractor data bases which are part of the Services, and all copyrights, patents, trade secrets, and other intellectual and proprietary rights therein and thereto (collectively the "**Contractor Products**") are and shall remain the exclusive and confidential property of Contractor or the third parties for whom Contractor is acting as agent or from whom Contractor has obtained the right to use the Contractor Products. For this purpose, the Contractor Products do not include the State Data, including any extract, database, output, reports or derivative works that include or are based on the State Data, or any business or transaction information produced by or for State using the Services or Software (the "**Output**").

12.2 State's Rights in Output. State may use the Output in conjunction with any services, software or equipment that State or State may choose. State or any contractor chosen by State may copy, use, and modify such data as Contractor provides State and the Output for purposes of meeting its internal business requirements. State may make an appropriate number of copies of the Contractor Products provided to State at its premises for back-up purposes only.

12.3 Confidentiality of State Data; File Security. Contractor acknowledges and agrees that any file or other information provided by any State Entity to Contractor, including any extract, database, output, reports or derivative works that include or are based on the State data, or any business or transaction information produced by or for a State Entity using the Services or Software (collectively the "**State Data**") shall be and remain the exclusive and confidential property of State. Except to the limited extent set forth in Section 12.4 below, Contractor shall treat as confidential and will not disclose or otherwise make available any State Data to any person other than employees of Contractor with a need-to-know. Contractor will instruct its employees who have access to the State Data to keep the same confidential by using the same care and discretion that Contractor uses with respect to its own confidential property and trade secrets. Contractor will provide reasonable security provisions to ensure that access to the State Data is available only to State. Contractor will hold and process the State Data of State and State's other vendors in systems that are physically and logically separated from other data of other States.

12.4 Contractor Use of State Data. Notwithstanding the foregoing, but subject to State's consent on a case-by-case basis, State will consider Contractor's request that Contractor be given the right to use such State Data as it ordinarily receives, and to distribute such State Data to third parties, in an anonymized and cleansed statistical and/or compilation forms in connection with other Contractor services. If so approved by State in writing on a case-by-case basis, State acknowledges that such statistics and/or compilations (which are not identifiable to State or State's location and do not include information otherwise subject to privacy or confidentiality requirements) may be used or resold by Contractor outside the scope of this Agreement.

12.5 Turnover of State Data. If so requested by State at any time before or after termination of this Agreement, Contractor shall provide copies of the State Data in Contractor's possession to State in such form as State may reasonably request together with such tables and instructions as State may require to extract or convert the information. Unless otherwise approved by State or necessary to carry out the transition/termination provisions of this Agreement, Contractor may not retain copies of the State Data following termination of this Agreement.

12.6 Unlimited Use of State Data and Output by State. State and its designees are free to extract, aggregate, use, store, modify, compile, retransmit, and distribute the State Data, including all Output, in any manner and for any purpose that State may desire, without being subject to any restriction on doing so that may be associated with the Contractor applications or any other Contractor Products. State may install and use its own or third-party providers' equipment and software to do so, and State and State may create and install its own or third-party providers' APIs to access and collect any of the State Data or applicable files at State's premises in such manner as State or State chooses.

12.7 Deliverables. The deliverables that Contractor actually provides to the State Entities under this Agreement may take the form of any Solution, the Services themselves or individual items of State-Specific Enhancements, Third Party Materials or Derivative Works & Improvements, or one or more of them. More likely, however, such deliverables, shall be composed of some combination of such Solution, State-Specific Enhancements, Contractor Products, Third Party Materials or Derivative Works & Improvements, or one or more of them created by linking, embedding, bundling or incorporating them with or into one-another. Such combination shall be referred to as "**Deliverables.**" Each party shall retain at all times its respective ownership rights of the Intellectual Property Rights in and to such party's respective Proprietary Materials components of the Deliverables under the terms of this Section 12 and neither party shall own the Intellectual Property Rights in and to the Deliverables as a whole.

13.

13.1 Third Party Materials. Neither Contractor nor any Contractor Personnel shall use any Third Party Materials in the performance of the Services nor introduce, embed, bundle, link, or incorporate Third Party Materials into or with any State Data or Output unless: (a) expressly requested by State or (b) disclosed to State by Contractor in writing in the applicable Solution Order or Services Order in connection with which Contractor desires to use them. If use of Third Party Materials is so permitted, Contractor shall supply them by either providing State: (i) with the applicable shrink-wrap license agreement governing the use of such Third Party Materials or (ii) with the applicable license agreement submitted by the owner or provider of such Third Party Materials generally to its states; or (iii) with all necessary use and/or license rights via pass-through or assignment to State, as well as all warranties and maintenance and support rights (if any) as provided by either the manufacturer of the applicable provider of such Third Party Materials or by Contractor on such manufacturers' behalf pursuant to a reseller or similar agreement therefor.

13.2 Open Source Software. The Solution may contain Third Party Materials subject to or governed by an open source license. Use by State, as part of the Solution, in accordance with this Agreement and normal operating instructions, of such open source license (in object code) procured by Contractor under a license commonly referred to as "open source," "free software," "copyleft," or "community source code license," including, without limitation, the GNU General Public License or Lesser General Public License (collectively, "OSS") is and will be in compliance with the terms of such OSS licenses. The use by State of the System in accordance with this Agreement does not require that the OSS included by Contractor in the System will be combined or merged with any proprietary software provided or separately operated by State.

13.3 Residuals. Subject to Section 11 (Confidentiality, Privacy and Data Security), Contractor, State or the applicable State Entities shall have the right to use for any purpose Residuals arising from this Agreement. For the avoidance of doubt, the foregoing shall not be deemed to grant to the receiving party a license to use the other party's copyright, patents, trademarks, source code, or other Intellectual Property.

14. BONDS & INSURANCE.

14.1 Bonds. Within ten (10) days of the Effective Date, Contractor shall obtain all bonds required by the eRFP and described on Exhibit I attached hereto and deliver a true, correct, and complete copy of the same to State.

14.2 Required Coverage. Contractor, at its sole expense, shall obtain and keep in force at all times during the Term insurance coverage for the benefit of Contractor and State, issued by insurance carriers licensed to do business in the State of Georgia with a minimum A.M. Best rating of A- as set forth in Exhibit I as that Exhibit may be updated and modified from time to time by State (provided Contractor is given a reasonable amount of time to review and meet such updated and modified insurance requirements).

14.3 Primary Policies. All insurance maintained by Contractor in compliance with this Agreement, shall be primary to any other insurance owned, secured, or placed on behalf of State, which insurance shall not be called upon by Contractor's insurer to contribute in any way. Contractor shall secure endorsements to this effect from all insurers of such policies.

14.4 Certificates. Within ten (10) days of the Effective Date, Contractor shall furnish State with certificates of insurance and necessary endorsements affecting coverage required by this Section 14. To the maximum extent permitted for each coverage type, the certificates and endorsements shall identify the contract number of this Agreement (as shown on the cover page), the State of Georgia, State, and the other State Entities as additional insureds and shall be signed by a person authorized by that insurer to bind coverage on its behalf. State reserves the right to require complete, certified copies of all required insurance policies, at any time.

14.5 No Cancellation. All policies herein shall expressly provide that such policies shall not be cancelled, allowed to lapse, terminated or materially altered (resulting in failure to comply with requirements set forth herein) without at least thirty (30) days prior written notice to State.

14.6 Waiver. To the extent permitted by its respective policies of insurance, Contractor hereby waives any right of recovery against State for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this Agreement. The parties do not intend to shift all risk of loss to insurance. The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Contractor may otherwise have under this Agreement. Similarly, the inclusion of the State of Georgia and the State Entities as additional insured is not intended to be a limitation of the Contractor's liability under this Agreement and will in no event be deemed to, or serve to, limit the Contractor's liability to the State or any State Entity to required insurance coverage, nor to limit State's rights to exercise any and all remedies available to the State Entities under this Agreement, at law or in equity.

15. REPRESENTATIONS AND WARRANTIES.

15.1 Warranties. Contractor hereby expressly represents, warrants, and covenants to State that:

15.1.1 Organization. It is a [corporation][limited liability company] duly organized, validly existing, and in good standing under the laws of the State of [●], and it is duly qualified to conduct business, and is in good standing, in the State of Georgia and every other jurisdiction in which the nature of its assets or its business would require it to so qualify.

15.1.2 Authority. (a) It has full power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations under this Agreement; (b) execution and performance of this Agreement shall not violate any law or breach any other agreement known to Contractor; and (c) Contractor will not assume any obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

15.1.3 Liens and Encumbrances. Contractor has good and valid title to the Solution and all Equipment or hardware components provided to the State Entities pursuant to the terms of this Agreement free and clear of any and all liens and encumbrances. All such items will be delivered, and title will transfer, to the applicable State Entity pursuant to Section 2.1.5 free and clear of all liens and encumbrances and State will be entitled to use the Solution and all other Deliverables in accordance with the terms of this Agreement without disturbance.

15.1.4 eRFP Bring Down. Each of the representations, warranties, guarantees, certifications, and similar assurances contained in Contractor's eRFP Response were true and correct in all respects as of the date of submission of Contractor's eRFP Response and shall be true and correct in all respects on and as of the Effective Date with the same force and effect as if made at and as of the Effective Date.

15.1.5 Non-Infringement. As of the Effective Date and throughout the Term:

(a) None of the Solution, Services, or other Deliverables, nor any portion or component thereof, nor State's use or possession of any of the foregoing as permitted under this Agreement, shall infringe or violate any right, title, or interest (including any Intellectual Property Right) of any third party.

(b) Contractor and/or all Contractor Personnel shall be the sole authors of the Solution and any Revisions thereto and Contractor has and shall have full and sufficient right, title and interest (including all Intellectual Property Rights) in and to the Solution.

(c) No claim of infringement has been threatened or asserted, or is pending against Contractor (or insofar as Contractor is aware, against any entity from which Contractor has obtained such rights) (the warranties set forth in clauses “(a)”, “(b)”, and “(c)” collectively the **“Non-Infringement Warranty”**).

15.1.6 Disabling Procedures. The Solution, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any “back door,” “time bomb,” “Trojan horse,” “drop dead device,” or other similar software routines or components designed to permit access or use of any State Entities’ computer systems by Contractor or a third party or to disable or delete any Solution or any data, computer hardware, or software operated or maintained by any State Entity;

15.1.7 Viruses. The Licensed Programs, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any Virus and prior to delivery to the State Entities, Contractor shall have used up-to-date, industry-accepted, corporate-enterprise, quality virus detection products to scan for and ensure the absence of Viruses. Contractor shall take all commercially reasonable steps to ensure that no Viruses are coded or introduced into any State Entities’ systems or into the systems used to provide the Services or operate the Solution;

15.1.8 EAC Certification. All relevant components of the Solution, any Upgraded Solution, and all Software, Equipment, and other components forming a part thereof for which certification by the U.S. Election Assistance Commission (“EAC”) is available have been, and will continue throughout the Term to be, certified by the EAC. Without limiting the foregoing, if at any time during the Term the Solution or any component (including Software and Equipment) forming a part thereof for which EAC certification is available ceases to be certified by the EAC, Contractor shall immediately notify State and at Contractor’s sole expense and at State’s option, (x) substitute a non-infringing, EAC certified, version of the offending component in a manner satisfactory to State so that the State Entities have continued access to a solution that still conforms to the functional and technical specifications required by this Agreement, or (y) cover all costs and expenses incurred by the State and State Entities in sourcing from a third party supplier a replacement component or solution that is certified by the EAC, including any difference between the fees that such supplier charges State and State Entities and those that would otherwise be payable by State or State Entities under this Agreement but for the loss of EAC certification.

15.1.9 Documentation. The Documentation meets industry standards, accurately reflects the operations features and functioning of the Solution, Services and Deliverables and shall in all events be written in the English language as well as such other languages as are required under the applicable Solution Order or Services Order.

15.1.10 Services. Contractor has all of the resources (financial or otherwise), personnel, experience, and know-how necessary for the successful and timely implementation of the Solution and performance of its obligations under this Agreement. All Services performed by Contractor (or its permitted subcontractors, if any) shall be so performed in accordance with all Applicable Laws and in a professional and workmanlike manner by adequate staff having the skills training and background requisite to perform them in accordance with the highest prevailing standards and best practices in the industry.

15.1.11 Operations Conducted Lawfully. Contractor has conducted, and at all times during Term will conduct, its business in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively. Contractor has not been charged with, nor is Contractor in receipt of any notice or warning of, or to the knowledge of Contractor, under investigation with respect to, any failure or alleged failure to comply with any provision of any Applicable Law with respect to its business, the Solution, or the Services to be provided pursuant to this Agreement. Contractor has all licenses, permits, approvals, authorizations, registrations, certificates, variances or similar rights issued by any governmental authority required with respect to the operation of its business and the delivery of the Solution and the Services. All such permits are in full force and effect and Contractor is in compliance with the same.

15.1.12 Solution and other Deliverables. During the Term the Solution and all Deliverables and each module or component and function thereof, and to the maximum extent applicable, all Services performed hereunder, shall:

(a) be free from defects and material and workmanship under normal use shall remain in good working order;

(b) function in all respects in accordance with the specifications and criteria stated in the applicable Solution Order or Services Order, including the Functional Requirements and all programs with which they must interoperate as specified on the Solution Order, and in accordance with all other warranties set forth herein and in the applicable Solution Order or Services Order (the “**Specifications Warranty**”); and

(c) perform the Guaranteed Functionality in accordance with the Guaranteed Performance, and, in addition, to the extent the Guaranteed Functionality and Guaranteed Performance do not meet the requirements of State as it may be conducted at one or more later identified State Sites, the Solution is reasonably capable of being modified, enhanced or otherwise customized by Contractor or State or its State Contractors to meet such requirements without necessity of substantial new development other than as may be related to localization of the Solution at each respective State Site.

15.1.13 Compliance with Regulations. The Guaranteed Functionality and Guaranteed Performance of the Solution, either by itself or in conjunction with such Third Party Materials as may be identified by Contractor, shall contain features and functionality that permit State, or the applicable State Entity, to comply either through use of the Solution as delivered or via no more than *de minimis* parameterization and/or configuration, with those industry and/or governmental regulations (and the data formats, records, reporting or communications standards required to be utilized to comply with such regulations) affecting State at each State Site (“**Regulation Compliant**”).

15.1.14 Third Party Materials. If the warranties to Third Party Materials passed-through and assigned to State under Sections 12.7 and 15.2 are not substantially similar to the warranties received by State from Contractor hereunder with respect to the Solution and other Deliverables, or if Contractor is not permitted to pass-through and assign such warranties, then Contractor shall obtain comparable warranties from the owner, licensor, or other providers of the applicable Third Party Materials or Contractor shall take appropriate action to ensure that such Third Party Materials are otherwise compliant with the warranties in this Section 15.1 including that they are free of Viruses, preventative routines, and disabling procedures.

15.1.15 Independent Contractors. Contractor represents and warrants that it has complied with, and covenants that during the Term, it shall continue to comply with all laws, rules, and regulations required by appropriate government authorities of independent contractors, including the appropriate withholding, reporting, and payment of all required taxes.

15.1.16 Conflicts of Interest. Contractor has not violated, and shall not violate during the Term, the provisions of O.C.G.A. Section 45-10-20 et seq. Without limiting the foregoing, neither Contractor nor any of its Affiliates or any of their respective Representatives has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any Applicable Law.

15.2 Construction of Warranties. All warranties made by the Contractor and/or subcontractors in all provisions of this Agreement, whether or not this Agreement specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Software, Licensed Programs, and Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licensed Programs, and Services provided by the Contractor. Contractor shall assign and pass through to the State Entities all applicable Software publishers' warranties,

covenants and indemnification provisions. The representations, warranties, and covenant of this Section 15.1 apply at all times during the Term.

15.3 Remedies.

15.3.1 Remedies. In the event the State or any other State Entity asserts any claim, demand, dispute relating to the subject of this Agreement Contractor shall continue to perform its obligations hereunder, and if any such dispute is finally resolved in State's favor and any State Entity as to whether a claim for breach of any representation, warranty, or covenant contained in this Agreement, shall not affect Contractor's obligation to fulfill its remedy obligations to the State Entities hereunder. If any such dispute is finally resolved in State's favor, State shall be reimbursed for the cost of all reasonable remediation services performed by Contractor, subject to State substantiating the same. Disabling Procedures, Preventative Routines and Viruses. In addition to all other remedies at law and under this Agreement, Contractor agrees to notify State immediately upon discovery of any actual, potential or threatened breach of the warranties in Sections 15.1.6 or 15.1.7, and, if State discovers or reasonably suspects any Viruses to be present in any component of any Solution, State-Specific Enhancements or other Deliverables, Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) such Viruses and carry out any recovery necessary to remedy any impact of such Viruses.

15.3.2 Interference with Services. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

16. INDEMNIFICATION.

16.1 Contractor Indemnification. Contractor agrees to defend, indemnify, and hold harmless State, its State Entities, and all parties making authorized use of the Deliverables, and each of their respective directors, officers, employees, and representatives (the "**Indemnified Parties**") from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) to the extent incurred in connection with or arising out of: (a) any inaccuracy or breach of a representation or warranty of Contractor set forth in this Agreement or any agreement, instrument, or certificate, or document delivered in connection herewith (including Contractor's eRFP Response); (b) any breach or failure to comply with any covenant or agreement made by Contractor in this Agreement or any agreement or instrument delivered in connection herewith; (c) any negligent, intentional or wrongful act or omission of the Contractor or any Contractor Personnel; (d) any breach of contract; (e) any third-party claims of infringement or other violations of Intellectual Property Rights; (d) any failure of the Solution or the Services to comply with applicable specifications, warranties, and certifications under this Agreement or Contractor's eRFP Response; (e) claims, demands, or lawsuits that, with respect to the Solution, Equipment, or any parts thereof, allege product liability, strict product liability, or any variation thereof; (f) any failure by Contractor or Contractor Personnel to comply with Applicable Law; or (g) any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States. Contractor acknowledges and agrees that no delay in notifying Contractor shall relieve Contractor of its obligations under this Section 16.1. Contractor may not agree to any settlement that could have an adverse impact on any State Entity, as applicable, without State's prior written consent.

16.2 Assumption of Defense. State shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If Contractor does not promptly commence fulfillment of its defense obligations for any indemnified claim or litigation resulting therefrom, State may defend against such claim or litigation in such manner as it may deem appropriate, including settling such claim or litigation, after giving notice of the same to Contractor, on such terms as State may deem appropriate but after prior written consent from Contractor signed by the designated person signing this Agreement, and no action taken by State in accordance with such defense and settlement shall relieve Contractor of its indemnification obligations herein with respect to any loss, liability, or damages resulting therefrom.

16.3 Infringement Related Remedies. In addition to and without in any way limiting or excluding Contractor's indemnification obligations, if any party makes any claim or allegation of infringement against State or State Entity based on State's or a State Entity's use of a Deliverable in accordance with the terms of this Agreement and State or any State Entity is actually enjoined from using any Deliverables (or, if Contractor earlier believes that such claim may arise), Contractor shall, at its own cost and expense, and at its option: (a) procure for State a license to continue using the allegedly or potentially infringing materials of nature and scope identical to that contained in this Agreement and without loss, diminution or degradation in the manner of performance or functionality or (b) modify the allegedly or potentially infringing materials so as to make them non-infringing without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)" or "(b)" above after good faith efforts undertaken for a reasonable period of time, then Contractor shall, at its own cost and expense: (c) procure for State and the State Entities a license to a third-party product (including, if required, engaging a third-party to develop such product on commercially reasonable terms) that will serve as a replacement for the allegedly or potentially infringing materials without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)," "(b)" or "(c)" above after good faith efforts undertaken for a reasonable period of time, on commercially reasonable terms, Contractor promptly shall refund to State all amounts paid by State under the Services Order (including any expenses and fees for Third Party Materials) pursuant to which the applicable materials were created.

16.4 Duty to Reimburse State Tort Claims Fund. To the extent any damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the **Fund**"), the Contractor (and its insurers) agrees to fully reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

17. TERM AND TERMINATION.

17.1 Term. This initial term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of ten (10) years (the "**Initial Term**"). State shall have the option to extend this Agreement for a period of up to ten (10) successive periods of one (1) year each (each a "**Renewal Period**") under the same terms and conditions of this Agreement as in effect during the Initial Term, which options may be exercised by the issuance of a "Notice of Award Amendment" by State no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Period. Without limiting Contractor's obligations under Sections 17.6 and 17.7, in the event the parties wish to renew beyond the expiration of the tenth Renewal Period, or in any event if the parties wish to negotiate a new agreement, all volume credits earned in the prior terms, and at least the same level of Discounts therefor, shall be carried forward to such renewed or new agreement. As used throughout this Agreement, all references to the "**Term**" shall be construed to include the Initial Term, all Renewal Periods, and any Transition Assistance Period.

17.2 Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64, this Agreement will terminate immediately and absolutely if the State determines that adequate funds are de-appropriated such that the State cannot fulfill its obligations under the Agreement, which determination is at the State's sole discretion and shall be conclusive. Further, the State may terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for any one or more of the following reasons effective immediately without advance notice:

17.2.1 The revocation or loss by the Contractor of any certification or license required in connection with Contractor's provision of the Services, including EAC certification of any applicable component of the Solution;

17.2.2 State determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

17.2.3 Contractor fails to comply with confidentiality laws or provisions; and/or

17.2.4 Contractor furnished any statement, representation, or certification in connection with this Agreement or the bidding process which is materially false, deceptive, incorrect, or incomplete.

17.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute "cause" permitting the State to declare the Contractor in default of its obligations under this Agreement:

17.3.1 Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the State's satisfaction, any material requirement of this Agreement, individually, in each case in whole or in part or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

17.3.2 The State determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur, including in connection with Contractor's inability or unwillingness to meet the milestones or timelines described in any Solution Order or Services Order;

17.3.3 Contractor fails to make substantial and timely progress toward performance of this Agreement;

17.3.4 Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

17.3.5 Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;

17.3.6 Contractor has engaged in conduct that has or may expose the State or any State Entity to liability, as determined in the State's sole discretion; or

17.3.7 Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of the State, a State Entity, or any other Person.

17.3.8 Notice of Default. State may terminate any Solution Order or Services Order or this Agreement, in the event that Contractor materially breaches any term of such Solution Order or Services Order or this Agreement and fails to cure such breach within the time period specified in State's notice of such breach. thirty (30) calendar days of receiving written notice thereof from the non-breaching party. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State may (i) immediately terminate this Agreement without additional written notice; and/or, (ii) procure substitute Software, Licensed Programs or Services from another source and charge the difference between this Agreement and the substitute contract to the defaulting Contractor; and/or (iii) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. For the avoidance of doubt the parties acknowledge and agree that the items listed in Section 17.3 shall each constitute a material breach. If termination occurs prior to the date of Final Acceptance or the 2020 Presidential Preference Primary, whichever is later, and such termination is as a result of Contractor's breach, including Contractor's failure to cure any material defect in any Solution or other Deliverable within any applicable cure period established in this Agreement, then State may elect to terminate this Agreement and Contractor shall immediately (i) refund all applicable Milestone Payments paid by State and (ii) reimburse State for any travel expenses, professional services, out-of-pocket costs and expenses and shipping costs incurred in connection with any terminated Solution Order or Services Order and de-installation and removal of the Deliverable from the State Site.

17.4 Convenience. State may at any time for any reason or no reason, terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for its sole convenience for any reason whatsoever.

17.5 Effect. Termination of a Solution Order, a Services Order or this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Subject to Section 17.6 and Section 17.7 upon termination or expiration of this Agreement upon request of the State Entity, the Contractor shall:

17.5.1 Cease work under this Agreement or the applicable Solution Order or Services Order and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the this Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State may require;

17.5.2 Immediately cease using and return to the State Entity any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

17.5.3 Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement;

17.5.4 Cooperate in good faith with the State Entity, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

17.5.5 Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

17.5.6 Payment Limitation in Event of Termination. In the event of termination of this Agreement, a Solution Order, or any Service Order, for any reason by the State, the State shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually delivered and satisfactorily performed up to and including the date of such termination. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Agreement in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of this Agreement, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Agreement or the bidding process.

17.5.7 In such case, State shall pay for all Services Orders and Solution Orders and Deliverables to the extent delivered and satisfactorily performed by Contractor until the date of such termination. If this Agreement is terminated, Contractor will complete all Services in process under all then-outstanding Solution Orders and Services Orders and adhere to all terms and conditions outlined in this Agreement, including all credits and Discounts.

17.6 Transition and Termination Assistance. If State decides to discontinue use of any applications or services, Contractor will, at State's option, provided that State agrees to pay Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to State's requirements so that State or third-party contractors contractor(s) selected by State are properly equipped to meet those requirements (the "**Termination Assistance**"). As part of the Termination Assistance, (a) Contractor and State will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed and (b) Contractor will provide State with tables and instructions for extraction of data and reports and conducting testing procedures incident to such migration.

17.7 Continuance of Services. Notwithstanding anything contained in this Agreement to the contrary, upon any termination or expiration of this Agreement or any Schedule relating to the provision of applications or services by Contractor, Contractor shall, if requested by State, continue to provide the applications or services and accept additional Solutions Orders and/or Services Orders for up to two (2) years or such longer period as the parties may mutually agree (the "**Transition Assistance Period**") in the manner described herein and in the applicable Schedule and provide such additional assistance as mutually

agreed upon between the parties and as reasonably necessary for State to effect an orderly transition of operational responsibilities for the terminated applications or services. Such termination assistance may include: (a) providing reasonable assistance to State in establishing or transferring all processes; (b) assisting State with the execution of parallel processing and testing; (c) doing all things and providing all information reasonably necessary for an orderly transition with reasonable continuity of operations; and (d) carrying out such other activities as the parties may agree is necessary.

17.8 No Abandonment. Contractor represents, warrants and covenants that, during the Term, it shall not "Abandon" this Agreement (or any Schedule) or application or service obtained by State thereunder. For purposes hereof, "Abandon" or "Abandonment" means the threatened or actual intentional refusal by Contractor to provide or support any of the solutions or perform any of the services in breach of its obligations under this Agreement (or any Schedule). If Contractor breaches or threatens to breach this Section, Contractor agrees that State will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, State shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided State follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of its obligations under the Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by State except to require that State establish that Contractor has committed an Abandonment.

18. MISCELLANEOUS.

18.1 Notice. All notices to be given to the parties hereunder shall be in writing and shall be deemed to have been given and be effective when delivered personally or if sent by certified mail, return receipt requested, postage prepaid addressed to the parties at the addresses set forth below.

If to State:

2 Martin Luther King Jr. Drive,
West Tower, Atlanta, Georgia 30334
Attention: Chief Operating Officer

with copies to:

Attention: General Counsel

If to Contractor:

Attention: _____

with copies to:

Attention: _____

18.2 No Exclusivity. Unless expressly provide in a Solutions or Services Order, State has the right, at any time and without any notice or duty to account to Contractor, to have services performed by State's own employees or State Entities or, subject to the terms and conditions of this Agreement, to purchase any equipment or services from any other individual or entity, subject at all times to its compliance with this Agreement. Nothing contained in this Agreement shall constitute a minimum purchase commitment by State, and Contractor has not relied on any representation, verbal or written, to the contrary.

18.3 Language. The headings as to the contents of particular sections of this Agreement are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in this Agreement, which are utilized in the information technology outsourcing industry or in State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.

18.4 Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in Section 18.1 (Notice) above, and hereby waives all jurisdictional and venue defenses otherwise available to it.

18.5 Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00). All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

18.6 Assignment.

18.6.1 This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding anything contained herein to the contrary, State may assign to any other State Entity, in whole or in part, State's right, title, interest and obligations under this Agreement or any Solutions Order or Services Order which relate to items purchased by State on behalf of such State Entity, without Contractor's consent. State's assignment pursuant to this Section 18.6.1 of any payment obligations to another State Entity shall be limited to the extent of that State Entity's interest or use of the subject matter hereof and shall constitute a full and complete novation of State's liabilities and obligations with respect thereto and Contractor shall recognize the State Entity to which such obligations were assigned as State's successor-in-interest with respect to such obligations and will exclusively look to such State Entity for the discharge of all such liabilities and obligations, provided, however State will continue to be Contractor's sole point of contact with respect to this Agreement in accordance with Section 18.23.

18.6.2 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment, except as described in Section 18.6.1, shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

18.7 Covenant Against Pledging. Contractor agrees that, without the prior written consent of State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from any State Entity under this Agreement for any reason whatsoever. To the extent State permits Contractor to

assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from State under this Agreement, Contractor will continue to be State's sole point of contact with respect to this Agreement, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against any State Entity.

18.8 No Liens. Contractor will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of State or any other State Entity. In the event that any such liens arise as a result of the Contractor's action or inaction, Contractor will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Contractor.

18.9 Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of State or any of the other State Entities to Contractor. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other State Entities to State or the discretionary powers or authority of State to the other State Entities.

18.10 No Waiver. The failure of either party at any time or times to enforce or require performance of any provision contained in this Agreement shall in no way operate as a waiver or affect the right of such party at a later time to enforce such provision.

18.11 Entire Agreement. This Agreement (together with its Exhibits, all executed Solution Orders and Services Orders, and all attachments thereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof; provided, if the parties have entered into a Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall survive and govern the parties' obligations as set forth in such agreement between the execution date thereof and the Effective Date. Although State may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof. Typewritten or handwritten additions, initialed by both parties, shall supersede any pre-printed provisions of this Agreement. Subject to the foregoing, each Solution Orders and Services Orders hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Agreement.

18.12 Amendment. This Agreement may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State, then the State must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to this Agreement must be in writing and fully executed by duly authorized representatives of the State and the Contractor.

18.13 Severability. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject, or otherwise unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the Applicable Law.

18.14 Time is of the Essence. Time is of the essence with respect to Contractor's performance of the terms of this Agreement. Contractor shall ensure that all personnel providing Software, Licenses and Services to the State are responsive to the State's requirements and requests in all respects

18.15 Independent Contractor. Contractor and all Contractor Personnel are independent contractors and neither Contractor nor any Contractor Personnel shall be deemed an employee of State. Contractor is and shall remain the employer of all Contractor Personnel and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and

other similar benefits, if any) and other compensation, of all Contractor Personnel. Contractor shall be responsible for the payment of all federal, state, and local withholding taxes and workers compensation, and, at the reasonable request of State, Contractor shall provide to State evidence that all of such payments have been made. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither Contractor nor any Contractor Personnel shall have the right to bind State to any contract, agreement, or obligation.

18.16 Joint/Several Liability. If the Contractor is a joint entity, consisting of more than one Person, all such Persons shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations. Contractor acknowledges and agrees that the liability of each State Entity shall be several and not joint.

18.17 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Contractor and State any rights or remedies under or by reason of this Agreement.

18.18 Survival. All provisions of this Agreement that, by their terms, are intended to survive shall expressly survive any termination or expiration of this Agreement, including Section 3, Section 11, Section 12, Section 15 and Section 16.

18.19 Publicity. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Notwithstanding the foregoing, the Contractor Parties each agree that no acknowledgment or other information concerning the Agreement or the Services and/or Deliverables provided hereunder will be made public by the Contractor Parties without the prior written agreement of State. Further, the Contractor Parties shall not use State's, any State Entities' or their parent company's name, photographs, logo, trademark, or other identifying characteristics or that of any State Entity without State's prior written approval.

18.20 Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

18.21 Interpretation; Intent of References to Bid Documents. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitations" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The words "herein," "hereby," "hereunder," "hereof," and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The references to the parties' obligations, which are contained in this Agreement, are intended to supplement or clarify the obligations as stated in the eRFP and Contractor's eRFP Response. The failure of the parties to make reference to the terms of the eRFP or Contractor's eRFP Response in this Agreement shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the eRFP and the Contractor's eRFP Response. The contractual obligations of any State Entity cannot be implied from Contractor's eRFP Response.

18.22 Force Majeure. Neither party shall be liable for, or be in breach of this Agreement because of, any delay or failure to perform its obligations under this Agreement or thereunder resulting from any acts of God, war, insurrection, terrorism or the public enemy (collectively, "**FM Events**"). A party that experiences a FM Event shall give the other party prompt written notice of the FM Event. The affected party shall use reasonable efforts to work around or to overcome the FM Event and to resume full performance under this Agreement as soon as practicable. Occurrence of FM Events will not excuse the backup and disaster

recovery obligations of Contractor. Contractor will follow normal procedures for classification, resolution, resolution and escalation of incidents, even if the incident is caused by an FM Event. If an FM Event causes a material failure or delay in the performance of any applications or services for more than five (5) consecutive days, State may, at its option, and in addition to any other rights State may have, procure such applications or services from an alternate source until Contractor is again able to provide them, and Contractor shall be liable for all payments made and costs incurred by State required to obtain such applications and services from such alternate source during such period. If an FM Event causes a material failure or delay in the performance of any application or services for more than thirty (30) consecutive days, State may, at its option, and in addition to any other rights they may have, immediately terminate each affected Schedule and Services Order without liability to Contractor. State shall not be required to pay the fees that may have otherwise been payable for any period of time in which any substantial part of the Solution and Services are not provided as a result of an FM Event.

18.23 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18.24 State Entity Representative. Notwithstanding anything contained in this Agreement to the contrary, each of the State Entities other than State hereby appoint State to serve as their representative and State accepts such appointment, to act for and on behalf of such State Entities with respect to this Agreement. Each of the State Entities acknowledges and agrees that any decision, act, consent, or instruction taken or given by State pursuant to this Agreement shall be and constitute a decision, act, consent or instruction of all State Entities and shall be final, binding, and conclusive upon the State Entities, and Contractor and its Affiliates may rely upon any such decision, act, consent or instruction of State on behalf of the other State Entities. The State Entities hereby agree to release State from and waive any and all claims and liabilities based on any claim that an action authorized hereunder to be taken by the State on behalf of the other State Entities is not binding on, or enforceable against, any such State Entity.⁴

18.25 Order of Precedence. In the case of any inconsistency or conflict among the specific provisions of this Agreement (as amended), the Exhibits attached hereto, the eRFP (including any subsequent addenda), Contractor's eRFP Response, and the Documentation, the order of precedence shall be, notwithstanding any terms that may be contained in the eRFP, Contractor's eRFP Response, or the Documentation (including any statement that purports to change the order of precedence described herein, incorporate additional or inconsistent terms, or amend documents having precedence), as follows:

18.25.1 First, by giving precedence to the specific provisions of this Agreement.

18.25.2 Second, by giving precedence to the specific provisions of the Exhibits attached hereto.

18.25.3 Third, by giving precedence to the specific provisions of the eRFP.

18.25.4 Fourth, by giving precedence to the specific provisions of the Contractor's eRFP Response, except that objections or amendments by a Contractor contained in Contractor's eRFP Response that have not been expressly accepted by the State in writing shall not be included in this Agreement and shall be given no weight or consideration.

19. DEFINITIONS AND INDEX OF PREVIOUSLY DEFINED TERMS.

This Section 19 provides definitions for capitalized terms used but not previously defined in this Agreement and indexes capitalized terms used and previously defined in the Section in which they first appear as indicated by bold type. The definitions in this Section apply to such capitalized terms in both their singular

⁴ **Note to Contractor:** Subject to Intergovernmental Agreement between the State and other State Entities.

and plural forms. This Section 19 does not apply to those terms capitalized only to comply with grammatical conventions.

19.1 **“Abandon”** and **“Abandonment”** have the meanings set forth in Section 17.8.

19.2 **“Acceptance Test”** is defined in Section 9.

19.3 **“Acceptance Test Plan”** is defined in Section 9.

19.4 **“Agreement”** is defined in the Initial Paragraph of this Agreement.

19.5 **“Applicable Law”** means all applicable provisions of any constitution, statute, common law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted or issued by any Governmental Authority or arbitrator or arbitration panel.

19.6 **“Application Programs”** is defined in Section 2.1.1(ii).

19.7 **“Authorized Recipients”** means those employees, consultants or agents of the Receiving Party to whom disclosure is required to carry out this Agreement and any Order hereunder and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (including, but not limited to an undertaking to implement and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Regulated Information) but shall expressly exclude such individuals or entities as may, at the election of the parties, be identified on a list bearing the signatures of the parties and attached to and incorporated into this Agreement.

19.8 **“Bankruptcy Code”** is defined in Section 3.1.4.

19.9 **“Change Control Form”** is defined in Section 5.2.

19.10 **“Change Order”** is defined in Section 5.2.

19.11 **“Change Request”** is defined in Section 5.2.

19.12 **“Change Response”** is defined in Section 5.2.

19.13 **“Confidential Information”** is defined in Section 11.1.

19.14 **“Configuration Services”** means the services described in Section 4.1.

19.15 **“Contractor”** is defined in the initial paragraph of this Agreement.

19.16 **“Contractor Affiliates”** means those entities that are: (a) directly or indirectly, through one or more intermediaries, controlled by Contractor, whether such control is effective by ownership of equity interests, contract or otherwise; and (b) expressly identified by Contractor to State and State agrees to their inclusion on Exhibit D.

19.17 **“Contractor Computer Systems”** is defined in Section 11.7.2.

19.18 **“Contractor’s eRFP Response”** means Contractor’s submission in response to the eRFP including all materials submitted in connection therewith and, for the avoidance of doubt, all responses to the Mandatory Response Worksheet, questionnaires, and other attachments or links released with the eRFP.

19.19 **“Contractor Licensed Programs”** means those Licensed Programs identified on the applicable Solution Order as being licensed by Contractor.

19.20 **“Contractor Parties”** is defined in Section 7.3.2.

19.21 **“Contractor Personnel”** is defined in Section 6.2.

19.22 **“Contractor Products”** is defined in Section 12.1.

19.23 **“Contractor Relationship Manager”** is defined in Section 6.1.

19.24 **“Contractor Solution Partner”** is defined in Section 1.3.

19.25 **“Contractor System Proposal”** is defined in Section 4.1.2.

19.26 **“Crisis”** means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Solution or Services and any additional applications provided by Contractor to State becoming unavailable for a significant amount of time.

19.27 **“Deliverables”** is defined in Section 12.7.

19.28 **“Delivery & Acceptance Notice”** means a written notice substantially in the form of Exhibit J.

19.29 **“Derivative Works & Improvements”** has, collectively, the meaning ascribed to the term “derivative work” in Title 17 U.S.C., and “improvement” in Title 35 U.S.C., but in all events shall apply to additions, changes, or other statutorily specified new material appearing for the first time in the applicable item or work hereunder.

19.30 **“Designated Licensed Programs”** is defined in Section 5.1.1.

19.31 **“Disabling Procedures”** means any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Services and Deliverables, any hardware, data or other electronically stored information, or computer programs or systems.

19.32 **“Disaster Recovery Plan”** is defined in Section 11.8(a).

19.33 **“Disclosing Party”** is defined in Section 11.1.

19.34 **“Discounts”** shall mean the discounts set forth on Exhibit H, if any.

19.35 **“Documentation”** means all written materials related to any Services or Deliverables (including any component of any Solution) that are supplied by Contractor to State hereunder, including any and all installer's, operator's and user's manuals, training materials, guides, functional and/or technical specifications, commentary, listings and other materials, (including all materials describing interoperability with other hardware or software), in any or all media, for use in conjunction with the applicable Services or Deliverables (including any component of any Solution), in all cases in sufficient form and content to allow for first and frontline personnel comprehension thereof. If such Deliverables are discrete computer software applications, Documentation shall include such reasonable descriptions as would allow a third party of reasonable skill and experience in information technology to operate, maintain, customize and parameterize such Deliverables and their related Source Code.

19.36 **“Effective Date”** is defined in the initial paragraph of this Agreement.

- 19.37 **“Equipment”** is defined in Section 2.1.1(iv).
- 19.38 **“Equipment Charge”** is defined in Section 10.1.2.
- 19.39 **“Extended Warranty”** is defined in Section 4.3.
- 19.40 **“Extended Warranty Period”** is defined in Section 4.3.
- 19.41 **“eRFP”** is defined in Section 1.1.
- 19.42 **“Fee Schedule”** is defined in Section 10.1.
- 19.43 **“Final Acceptance”** means the receipt by Contractor of written notification from State that all Services and Deliverables under a given Services Order have been reviewed and tested by State as a whole and found to: (a) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties; and (b) conform to Contractor's representations and warranties in this Agreement.
- 19.44 **“Fixed Fee”** is defined in Section 10.1.3.
- 19.45 **“FM Events”** is defined in Section 18.22.
- 19.46 **“Functional Requirements”** is defined in Section 4.1.1.
- 19.47 **“Fund”** is defined in Section 16.4.
- 19.48 **“Generally Accepted Accounting Principles”** means United States generally accepted accounting principles.
- 19.49 **“Governmental Authority”** means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body.
- 19.50 **“Guaranteed Functionality”** is defined in Section 1.2.
- 19.51 **“Guaranteed Performance”** is defined in Section 1.2.
- 19.52 **“Impact Analysis”** is defined in Section 5.3.
- 19.53 **“Implementation Schedule”** is defined in Section 4.2.
- 19.54 **“Implementation Services”** is defined in Section 4.2.
- 19.55 **“Indemnified Parties”** is defined in Section 16.1.
- 19.56 **“Initial Acceptance”** means the receipt by Contractor of written notification from State that any particular Services or Deliverables under a given Services Order have been reviewed and/or tested by State and found to: (i) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties and (ii) conform to Contractor's representations and warranties in this Agreement.
- 19.57 **“Initial Term”** is defined in Section 17.1.
- 19.58 **“Installation Deadline”** is defined in Section 2.1.3.

19.59 **"Installation Event"** is defined in Section 2.1.3.

19.60 **"Installation Plan"** is defined in Section 2.1.3.

19.61 **"Intellectual Property Rights"** means all right, title and interest, including all copyright rights, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof) and trademark rights as well as all proprietary rights (including Trade Secrets) and moral rights (including the rights of authorship and attribution and subsequent modification) throughout the world whether under the laws of the United States, any of its several states or any foreign jurisdiction and whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

19.62 **"Interest Rate"** means the lesser of eighteen percent (18%) or the maximum rate permitted by Applicable Law.

19.63 **"Interruption"** means any material, or continuing, or repeated suspension or interruption in the supply of the Solution or Services by or on behalf of Contractor to State, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Solution or Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

19.64 **"Key Personnel"** is defined in Section 6.5.

19.65 **"Licensed Programs"** means all operating system software and other software programs (including all Contractor Licensed Programs and Third Party Licensed Programs) provided by Contractor hereunder.

19.66 **"Major Revisions"** is defined in Section 2.3.

19.67 **"Maintenance Services"** is defined in Sections 2.1.1(v).

19.68 **"Mandatory Requirements"** is defined in Section 1.2.

19.69 **"Milestone Payment"** is defined in Section 10.1.1(e).

19.70 **"Missed Deadline"** is defined in 10.2.

19.71 **"Missed Milestone Discount"** is defined in Section 10.2.

19.72 **"Non-Infringement Warranty"** is defined in Section 15.1.5(c).

19.73 **"Operating Program"** is defined in Section 2.1.1(iv).

19.74 **"OSS"** is defined in Section 13.2.

19.75 **"Output"** is defined in Section 12.1.

19.76 **"Performance Levels"** is defined in Section 8.1.

19.77 **"Performance Requirements"** is defined in Section 4.1.1.

19.78 **“Person”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust, or other entity of any nature.

19.79 **“Privacy Regulations”** is defined in Section 11.5.

19.80 **“Project Manager”** is defined in Section 6.4.

19.81 **“Proprietary Materials”** means: (a) all runtime and non-runtime machine-readable, executable object code, human readable source code, in any language whatsoever (including HTML, CGI, XML, Java, Visual Basic and C) and on any operating or database platform, system or environment whatsoever (including Windows, Unix, Linux, DB2, J2EE, Oracle, SQL or any mainframe) as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code; (b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium; (c) all published and unpublished works of authorship including audio-visual works, "look and feel," artwork, illustrations, images, photographs and printed or graphic matter; (d) all tangible materials, including all prototypes, models, designs, files, templates libraries (.dll or otherwise), tools, graphics, screen displays and/or their other user interface components or "look and feel" (as that phrase is understood and applied under Title 17 U.S.C.), creative content, algorithms, formulae data, information, reports and technologies; (e) business and technical requirements and system designs and architectures in any form or medium

19.82 **“Receiving Party”** is defined in Section 11.1.

19.83 **“Regulated Information”** is defined in Section 11.5.

19.84 **“Regulation Compliant”** is defined in Section 15.1.13.

19.85 **“Renewal Period”** is defined in Section 17.1.

19.86 **“Residuals”** means any information in intangible form that is not protectable under copyright or patent law, or protected as a trade secret or other intellectual property right including any ideas, concepts, know-how or techniques contained therein.

19.87 **“Revision”** is defined in Section 2.3.

19.88 **“Security Breach”** means (i) unauthorized physical or technical access to any Contractor Computer System; (ii) any circumstance that may constitute or result in, any unlawful or unauthorized acquisition, access, loss, theft, use or disclosure of any Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties; (iii) any breach or attempted breach of the security of any Confidential Information, Regulated Information, or State Data, or of any of the controls of any of the Contractor Parties intended to protect the same; or (iv) any other circumstances or events that could compromise the privacy or security of any of the Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties.

19.89 **“Service Level Agreements”** means the service levels to be maintained by Contractor throughout the Term as more fully described in a Services Order or Services Order Attachment.

19.90 **“Services”** is defined in Section 2.1.1.

19.91 **“Services Order”** means a written instrument signed by an authorized signatory of State or a State Entity and an authorized representative of Contractor substantially in the form of Exhibit B. Such Services Order will include any requirements, considerations, or objectives which differ from the general provisions of this Agreement and not otherwise address in a Solution Order; for example, the intent of the parties with

respect to any rights to particular developments (intellectual property), specific Milestone Events and/or Milestone Dates and/or quality and warranty considerations, special fees, and all such other particular objectives, considerations, or requirements in conjunction with the delivery of Services by Contractor. Except as otherwise specifically provided in such Services Order, each Services Order shall be governed by the terms of this Agreement.

19.92 **“Services Order Attachment”** is defined in Section 4.5.

19.93 **“Site Specifications”** means the reasonable environmental specifications as relate to utilities, temperature, and humidity conditions, which Contractor suggests are maintained at the State Sites for efficient operation and use of the Solution at those State Sites.

19.94 **“Software”** is defined in Section 2.1.1.

19.95 **“Solution”** is defined in Section 1.1.

19.96 **“Solution Order”** is defined in Section 2.1.1.

19.97 **“Source Code”** means a copy of the complete source code corresponding to the object code of a given Deliverable, as applicable, plus any pertinent commentary or explanation (including any and all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, and control logic) that may be necessary to render such source code understandable and useable by a reasonably trained computer-programming expert who is generally familiar with information technology systems in the financial and banking sectors. The source code shall include all Documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such source code. Insofar as the development environment employed for the development, maintenance, and implementation of any source code includes any device, programming, or Documentation not commercially available to State on reasonable terms through readily known sources other than Contractor, the source code shall include all such devices, programming, or Documentation. The foregoing reference to "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Contractor for the development, maintenance, and implementation of the applicable source code.

19.98 **“Special Programs”** is defined in Section 2.1.1(ii).

19.99 **“Specifications”** means the technical and business requirements of State described in a given Solution Order or Services Order, including all technical detail and design specifications, functionality matrices, requirements definition, request for proposals, proposals, gap analysis, requirements for project management, relevant project considerations, objectives, Milestone Events and/or Milestone Dates, and Performance Levels set forth therein.

19.100 **“Specifications Warranty”** is defined in Section 15.1.12(b).

19.101 **“Standard Liquidated Damages”** is defined in Section 2.1.6.

19.102 **“State”** is defined in the initial paragraph of this Agreement.

19.103 **“State Contractor”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust or other business organization duly recognized under the laws of its applicable jurisdiction that provides services to State or any State Entity.

19.104 **“State Data”** is defined in Section 12.3.

19.105 **“State Entity”** means the State, any county, division, or subdivision in the State of Georgia, and any other state, local, executive, or other public authority, agency, department, bureau, division, unit, or body of the State.

19.106 **“State Relationship Managers”** is defined in Section 6.1.

19.107 **“State Site”** means the 159 locations of the State Entities at which the Solution is to be implemented and such other locations as may be designated by State from time to time.

19.108 **“Support Services”** is defined in Section 2.1.1(iii).

19.109 **“SVS”** is defined in Section 1.1.

19.110 **“T&M Rates”** is defined in Section 10.1.3.

19.111 **“Term”** is defined in Section 17.1.

19.112 **“Termination Assistance”** is defined in Section 17.6.

19.113 **“Termination Assistance Period”** is defined in Section 17.7.

19.114 **“Third Party Licensed Programs”** means those Licensed Programs identified on the applicable Solution Order as being licensed by a Contractor Solution Partner.

19.115 **“Third Party Materials”** means all Proprietary Materials the Intellectual Property Rights for which are owned, by an individual or entity other than State and/or State Entities) and Contractor (including Contractor Affiliates).

19.116 **“Trade Secrets”** means any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to either party and is not generally known in the industry. Each party acknowledges that the Trade Secrets of the other party have been developed by that party at great expense and with the considerable effort of skilled professionals. Each party also acknowledges that the Services and Deliverables under this Agreement may of necessity incorporate Trade Secrets.

19.117 **“Training Services”** is defined in Section 4.4.

19.118 **“Transfer Control Laws”** is defined in Section 7.3.2.

19.119 **“Transition Plan”** is defined in Section 17.6.

19.120 **“Upgraded Solution”** is defined in Section 2.3.

[This space intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Master Solution Purchase and Services Agreement to be executed by their duly authorized representatives as of the date first written above.

By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT A

To Master Solution Purchase and Services Agreement

FORM OF SOLUTION ORDER

SOLUTION ORDER

THIS SOLUTION ORDER is dated this _____ day of _____, 20__ (“***Solution Order Effective Date***”) and is subject to the terms of the Master Solution Purchase and Services Agreement (the “***Agreement***”) dated as of _____, 2010 by and between _____ (“State”) and _____ (“***Contractor***”). Unless otherwise defined herein, all capitalized terms used herein have the same meanings as is set forth in the Agreement, which is hereby incorporated by reference. State or the undersigned State Entity hereby orders delivery for the following pieces of Solution from Contractor. Contractor agrees to deliver the items ordered herein in accordance with the Agreement and in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively.

EQUIPMENT, SOFTWARE, DELIVERY DATES AND PURCHASE PRICE(S)

<u>Equipment and/or Licensed Programs</u>	<u>Date(s) of Delivery</u>	<u>Delivery Location</u>	<u>Quantity</u>	<u>List Price</u>	<u>Price After Applying Discounts</u>

TOTAL PURCHASE PRICE:

MAINTENANCE SCHEDULE

Contractor shall provide Maintenance Services for the following Software and Equipment:

<u>Software</u>	
<u>Equipment</u>	

IMPLEMENTATION FEES

Contractor shall provide Implementation Services for the following Equipment:

<u>Equipment</u>	<u>Timeline</u>	<u>Fees</u>

TOTAL IMPLEMENTATION FEES:

\$

TRAINING SCHEDULE

Contractor shall provide Training Services as more fully set forth below:

[INSERT DESCRIPTION OF TRAINING SERVICES]

Billing Address:	Shipping Address:
_____	_____
_____	_____
_____	_____
Contact Name: _____	Contact Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
State ID No.: _____	

Contractor Support Person

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Contractor Salesperson

Name: _____

Phone: _____

Fax: _____

E-mail: _____

State IT Sourcing Leader

Name: _____

Phone: _____

Fax: _____

E-mail: _____

FULL EQUIPMENT AND SOFTWARE DESCRIPTIONS

[INSERT FULL DESCRIPTIONS OF EACH EQUIPMENT COMPONENT ORDERED HEREUNDER BY:
MFG, TYPE, MODEL, CONFIGURATION, QUANTITY]

Please Return This Solution Order To:

Contractor Address: _____

ATTN: _____

IN WITNESS WHEREOF, the undersigned have executed this Solution Order as of the Solution
Order Effective Date.

STATE

By: _____

Name: _____

Date: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Date: _____

Title: _____

ATTACHMENT 1 TO SOLUTION ORDER NO. ____

Installation Site Specifications

ATTACHMENT 2 TO SOLUTION ORDER NO. ____

Functional Requirements

ATTACHMENT 3 TO SOLUTION ORDER NO. ____

Contractor System Proposal

ATTACHMENT 4 TO SOLUTION ORDER NO. ____

Implementation Schedule

ATTACHMENT 5 TO SOLUTION ORDER NO. ____

Maintenance Terms And Conditions

ATTACHMENT 6 TO EQUIPMENT ORDER NO. ____

Training Schedule

Exhibit B

To Master Solution Purchase and Services Agreement

FORM OF SERVICES ORDER

Exhibit C

To Master Solution Purchase and Services Agreement

INSTALLATION PLAN

Exhibit D

To Master Solution Purchase and Services Agreement

LIST OF PERMITTED CONTRACTOR SOLUTION PARTNERS

Exhibit E

To Master Solution Purchase and Services Agreement

CHANGE CONTROL FORM

As Required by Section 6 of the Agreement

1. Contract Information. This change control form is provided pursuant to and governed by Section 6.2 of the Master Solution Purchase and Services Agreement entered into between State and Contractor as of _____ ("Agreement"). Any term used but not defined in this Change Control Form will have the meaning given to it in the Agreement. Once this Change Control Form is signed by both parties below it shall be deemed a Change Order.

Contract Control No.	Change Order No.	For Solution Order or Services Order No.
-----------------------------	-------------------------	---

2. Party Information.

Name Of Requesting Party:	Name of Party to whom Submitted:	Date Submitted:

3. Change Request. (Attach additional pages referencing this Section as required.)

Change to: (identify one only)	Description of Requested Change
<input type="checkbox"/> Deliverable <input type="checkbox"/> Services Task	

4. Impact Analysis. (Required to be filled-out with all Change Requests submitted by Contractor and as part of all Change Responses returned to State by Contractor as part of a State submitted Change Requests. Attach additional pages referencing this Section as required.)

Resource Impact:	
Cost Impact:	
Timing Impact:	
Date Response Delivered	

5. Change Response - Acceptance or Rejection of Change Request.

HAVING RECEIVED, UNDERSTOOD AND AGREED with this Change Control Form, (check only one) ☐ STATE ☐ Contractor hereby (initial one):

_____ accepts the Change Request and desires to proceed with the change requested hereon.

_____ rejects the Change Request and does not desire to proceed with the change requested hereon and hereby terminates such request.

6. Change Order. If this Change Control Form is signed by both parties below it shall be deemed a Change Order and shall become a part of the Solution Order or Services Order to which it relates, shall be governed by this Agreement and shall be attached thereto as if initially entered into as part of a Solution Order or Services Order.

State ENTITY	CONTRACTOR

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 55 of 64

AUTHORIZED SIGNATURE & DATE SIGNED	AUTHORIZED SIGNATURE & DATE SIGNED
_____	_____
PRINTED NAME & TITLE	PRINTED NAME & TITLE

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 56 of 64

Exhibit F
To Master Solution Purchase and Services Agreement
PROHIBITED PERSONS LISTS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 57 of 64

Exhibit G

To Master Solution Purchase and Services Agreement

QUALITY PERFORMANCE, PRODUCTIVITY, AND DOCUMENTATION REQUIREMENTS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 58 of 64

Exhibit H

To Master Solution Purchase and Services Agreement

PRICES, DISCOUNTS, RATES AND FEES, AND CREDITS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 59 of 64

Exhibit I

To Master Solution Purchase and Services Agreement

INSURANCE

A. PERFORMANCE BOND

Contractor shall furnish a performance bond or an irrevocable letter of credit to the State for the faithful performance of the Agreement in an amount equal to 100% of the value of the Agreement as determined by the State. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State within ten (10) calendar days of the date the Agreement is awarded, but in any event, prior to the beginning of any contract performance by the Contractor.

B. MINIMUM INSURANCE COVERAGE

1.1 Workers' Compensation and Employer's Liability - Statutory Workers Compensation as required by the laws of all jurisdictions (other than the State of Georgia) in which Contractor Personnel are physically present to perform the Services and/or the premises at which such Services were performed, and Employers' Liability with a minimum limit of not less than \$1 Million per occurrence. In the State of Georgia, Contractor shall maintain Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Any self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims. In addition, Contractor shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- Bodily injury by accident - per employee \$100,000;
- Bodily injury by disease - per employee \$100,000; and
- Bodily injury by disease – policy limit \$500,000.

1.2 Commercial General Liability (CGL) - On a per occurrence basis, including (a) products / completed operations coverage; (b) independent contractors protective coverage; and (c) contractual liability coverage, which coverage must specifically cover Contractor's indemnification provisions contained herein (but net of intellectual property indemnification which shall be covered by the policies required in Section 1.5 below). The CGL policy must be maintained in effect for ten (10) years following the date of expiration or termination of the Agreement. The CGL policy shall provide for the following minimum coverage.

- Each Occurrence Limit - \$1,000,000;
- Personal & Advertising Injury Limit - \$1,000,000;
- General Aggregate Limit - \$2,000,000; and
- Products/Completed Ops. Aggregate Limit - \$2,000,000.

1.3 Automobile Liability - Covering all non-owned and hired vehicles utilized in the performance of the Agreement with a combined single limit of not less than \$1 Million per occurrence (inclusive of amounts under Contractor's umbrella policy).

1.4 Professional Errors & Omissions – Coverage, which shall include, but not be limited to, loss or damage resulting from errors and omissions, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to software, internet, network and e-business activities, claims of code misappropriation, code theft, copyright and/or trademark infringement with an aggregate limit of no less than \$3 Million per claim. If the policy is issued on a claims-made

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 60 of 64

basis, either an extended reporting period of not less than ten (10) years following the expiration or termination of the Agreement shall be provided; or such coverage must be maintained in effect for ten (10) years following the date of expiration or termination of the Agreement. The retroactive date shall not precede the (signature) date of the Agreement.

- 1.5 Commercial Fidelity and Crime Insurance – Coverage with a limit of not less than \$1,000,000 per occurrence, including coverage for or the benefit of State in the event of loss of money, securities or property third party legal liability, or fraud arising out of or in connection with the acts or omissions of Contractor Personnel in an amount not less than \$1 Million per loss.
- 1.6 Cyber-Liability Insurance - Coverage \$15,000,000 per occurrence covering liability for transmission of a virus, hacker damage, theft or unauthorized disclosure of private information, theft of digital ID, cyber business interruption, cyber extortion, and consumer and client coverage.
- 1.7 Excess or Umbrella Liability Insurance - Coverage on a follow-form basis, with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 as an annual aggregate, in excess of the following insurance coverages described above: Worker's Compensation Insurance and Employer's Liability Insurance coverage; Commercial General Liability Insurance; and Automobile Liability Insurance coverage.

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 61 of 64

Exhibit J

To Master Solution Purchase and Services Agreement

FORM OF DELIVERY & ACCEPTANCE NOTICE

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 62 of 64

Exhibit K
To Master Solution Purchase and Services Agreement
DISASTER RECOVERY PLAN

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 63 of 64

Instructions: Please provide the contract exception (s) and proposal to either reject or modify the term as presented.

[illegible]

Attachment W - Information Subject to change

County Office	Address
Appling County Elections	69 Tippins Ste 205
Atkinson County Elections	636 Austin Avenue E
Bacon County	232 West 12th St
Baker	167 Baker
Baldwin County Probate Court	121 N. Wilkinson St. - Suite 109
Banks County	226 Candler Street
Barrow County	233 E Broad Street
Bartow County	1300 Joe Frank Harris Pkwy
Ben Hill County	115 West Pine
Berrien County	201 N Davis St
Bibb County	2525 Pio Nono Ave STE 1200
Bleckley County Elections	112 North Second St
Brantley	10305 N Main St STE 400
Brooks	610 S Highland Rd
Bryan	151 South College Street
Bulloch	113 North Main Street STE 201
Burke	602 North Liberty Street
Butts	625 West Third Street STE 5
Calhoun County Probate Court	31 Court Street Ste E
Camden	210 East Fourth Street
Candler County Board of Elections & Registration	432 North Roundtree Street
Carroll	423 College Street RM 302
Catoosa	5238 Evitt St
Charlton	1520 3rd Street STE C
Chattham	1117 Eisenhower Drive STE F
Chattahoochee	379 Broad Street
Chattooga	10035 Commerce Street
Cherokee	400 East Main Street
Clarke	155 East Washington Street
Clay County Probate Court	210 South Washington Street Ste 1
Clayton County Board of Elections & Registration	121 South McDonough Street
Clinch County Board of Registration & Elections	25 Court Square Ste A
Cobb	736 Whitlock Avenue Ste 400
Coffee	224 West Ashley Street
Colquitt	9 South Main Street
Columbia	500 Faircloth Drive Bldg E
Cook	1200 South Hutchinson Avenue
Coweta	22 East Broad Street
Crawford	640 GA HWY 128 Ste 124
Crisp	210 South 7th Street
Dade	71 Case Avenue
Dawson	96 Academy Avenue
Decatur	122 West Water Street

Dekalb	4380 Memorial Drive Ste 300
Dodge	5401 Anson Avenue Rm100
Dooly County Probate Court	402 Hawkinsville Rd
Dougherty County Board of Registrations & Elections	222 Pine Avenue
Douglas	8700 Hospital Drive
Early	17 McDonald Ave.
Echols County Probate Court	110 Highway 94 East
Effingham	284 Highway 119 South
Elbert	45 Forest Avenue
Emanuel	105 South Main Street
Evans	201 Freeman Street Ste 9
Fannin County Board of Elections & Registration	400 West Main Street
Fayette	140 Stonewall Avenue West
Floyd County Board of Registrations & Elections	12 East Fourth Avenue Ste 20
Forsyth	1201 Sawnee Dr
Franklin	7850 Royston Rd
Fulton	130 Peachtree Street, SW Ste 2186
Gilmer County Probate Court	1 Broad Street Ste 204
Glascok	62 East Main Steet
Glynn County Board of Registrations & Elections	1815 Gloucester Street
Gordon	215 N. Wall Street
Grady	250 North Broad Street
Greene County Board of Elections & Registration	1180 C. Weldon Smith Drive
Gwinnett	455 Grayson Highway Ste 200
Habersham	555 Monroe Street Unit 45
Hall	2875 Browns Bridge Road
Hancock County Board of Elections & Registration	
Haralson County Board of Registrations & Elections	4485 Ga. Highway 120
Harris	104 North College Street
Hart	182 Cade St. Ste B
Heard	1191 Franklin Pkwy
Henry	40 Atlanta St.
Houston	801 Main Street
Irwin	207 South Irwin Avenue
Jackson	441 Gordon Street
Jasper	126 West Greene Street
Jeff Davis	14 Jeff Davis Street
Jefferson	415 Green Street
Jenkins	611 East Winthrop Avenue
Johnson	2484 West Elm Street
Jones County Board of Elections & Registration	166 Industrial Boulevard
Lamar	408 Thomaston Street Ste D
Lanier	56 West Main Street
Laurens	101 North Jefferson Street
Lee	100 Starksville Ave N
Liberty County Board of Registrations & Elections	100 Main Street, Suite 1600
Lincoln	160 May Avenue

Long County Elections Office	459 South McDonald Street
Lowndes	2808 North Oak Street
Lumpkin	56 Short Street
Macon	100 Macon St
Madison	91 Albany Ave
Marion County Board of Registrations & Elections	100 Burkhalter Ave
Mcduffie	337 Main Street
McIntosh County Board of Elections & Registration	103 Jefferson Street
Meriwether	137 South Court Square
Miller County Probate Court	155 South First Street Ste 110
Mitchell	11 West Broad Street
Monroe	38 West Main Street
Montgomery	400 South Railroad Avenue
Morgan	434 Hancock Street
Murray County Board of Elections	121 North 4th Avenue
Muscogee County	3111 Citizens Way
Newton County Board of Elections	1113 Usher Street Ste 103
Oconee	10 Court Street
Oglethorpe	109 East Boggs Street
Paulding	240 Constitution Boulevard
Peach County Board of Elections	205 West Church Street
Pikens	83 Pioneer Road
Pierce County Board of Elections & Registration	312 Nichols Street Ste 2
Pike County Probate Court	16001 Barnesville St
Polk	144 West Avenue
Pulaski County Probate Court	141 Commerce St
Putnam County Board of Registrations & Elections	100 South Jefferson Avenue
Quitman County Probate Court	115 Main Street
Rabun	19 Jo Dotson Circle
Randolph County Board of Elections	93 Front Street
Richmond	535 Telfair St
Rockdale	1400 Parker Road SE
Schley	47 North Pecan Street
Screven	216 Mims Road RM 107
Seminole County Probate Court	200 South Knox Avenue
Spalding	825 Memorial Drive
Stephens County Board of Registrations & Elections	12 West Tugalo Street
Stewart County Board of Elections	1764 Broad Street
Sumter	500 West Lamar Street
Talbot County Probate Court	141 N. Jefferson Avenue
Taliaferro	113 Monument Street
Tattnall	114 West Brazzell Street
Taylor	1 B Ivy Street
Telfair	19 East Oak Street Ste A
Terrell County Board of Registrations & Elections	955 Forrester Drive, SE
Thomas	325 N. Madison Street
Tift	222 Chestnut Avenue

Toombs	125 West Lincoln Avenue
Towns County Board of Elections	67 Lake View Circle
Treutlen County Probate Court	650 Second Street South
Troup	100 Ridley Avenue
Turner	1807 US 41 South
Twiggs	425 Railroad Street North
Union	76 HUNT MARTIN ST. STE 107
Upton	305 South Hightower Street Ste 130
Walker	103 S Duke St Ste 110
Walton	303 South Hammond Drive Ste 111
Ware County Board of Elections & Registration	408 Tebeau St.
Warren	521 Main Street
Washington	132 West Haynes Street Ste 108
Wayne	359 E. Walnut Street
Webster	6622 Cass Street
Wheeler County Probate Court	16 West Pearl Street
White	59 South Main Street
Whitfield County Board of Elections	205 North Selvidge Street
Wilcox	337 College Street
Wilkes	23 Court Street Ste 422
Wilkinson	100 Bacon Street Ste 133
Worth	201 North Main Street

Secretary of State Warehouse	120 Interstate North Parkway, Suite 210
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City	State	Zip	Name	Title
Baxley	GA	31513	Shonda Carter	Election Supervisor
Pearson	GA	31642	Loraine White	Election Supervisor
Alma	GA	31510	Ann Russell	Election Supervisor
Newton	GA	39870	Candi Mathis	Election Supervisor
Milledgeville	GA	31061	Judge Todd Blackwell	Election Supervisor
Homerville	GA	30547	Andra Phagan	Election Supervisor
Winder	GA	30680	Monica Franklin	Election Supervisor
Cartersville	GA	30120	Joseph Kirk	Election Supervisor
Fitzgerald	GA	31750	Cindi Dunlap	Election Supervisor
Nashville	GA	31639	Melanie Ray	Election Supervisor
Macon	GA	31206	Jeanetta Watson	Election Supervisor
Cochran	GA	31014	Kenneth Powell	Election Supervisor
Nahunta	GA	31553	Christine Turner	Election Supervisor
Quitman	GA	31643	Charles Dave	Election Supervisor
Pembroke	GA	31321	Judge Cindy Reynolds	Election Supervisor
Statesboro	GA	30458	Pat Jones	Election Supervisor
Waynesboro	GA	30830	Laverne Sello	Election Supervisor
Jackson	GA	30233	Avery C. Smith	Election Supervisor
Morgan	GA	39866	Judge Annie Doris Holder	Election Supervisor
Woodbine	GA	31569	Shannon Nettles	Election Supervisor
Metter	GA	30439	Victor Fordham	Election Supervisor
Carrollton	GA	30112	Greg Rigby	Election Supervisor
Ringgold	GA	30736	Tonya Moore	Election Supervisor
Folkston	GA	31537	Brenda Hodges	Election Supervisor
Savannah	GA	31406	Russell Bridges	Election Supervisor
Cusseta	GA	31805	James McGlaun	Election Supervisor
Summerville	GA	30747	Judge Jon M. Payne	Election Supervisor
Canton	GA	30114	Kim Stancil	Election Supervisor
Athens	GA	30601	Charlotte Sosebee	Election Supervisor
Fort Gaines	GA	39851	Judge Melissa Shivers	Election Supervisor
Jonesboro	GA	30236	Shauna Dozier	Election Supervisor
Homerville	GA	31634	Sheka Robinson	Election Supervisor
Marietta	GA	30064	Janine Eveler	Election Supervisor
Douglas	GA	31533	Misty Hayes	Election Supervisor
Moultrie	GA	31768	Judge Wesley Lewis	Election Supervisor
Evans	GA	30809	Nancy Gay	Election Supervisor
Adel	GA	31620	Dawn Davis	Election Supervisor
Newnan	GA	30263	Jane Scoggins	Election Supervisor
Roberta	GA	31078	Brenda Peacock	Election Supervisor
Cordele	GA	31015	Becky Perkins	Election Supervisor
Trenton	GA	30752	Tammy Vaughan	Election Supervisor
Dawsonville	GA	30534	Glenda Ferguson	Election Supervisor
Bainbridge	GA	39817	Carol Heard	Election Supervisor

Decatur	GA	30032	Erica Hamilton	Election Supervisor
Eastman	GA	31023	Judge Al McCranie	Election Supervisor
Vienna	GA	31092	Brenetta Chiles	Election Supervisor
Albany	GA	31701	Ginger Nickerson	Election Supervisor
Douglasville	GA	30134	Milton Kidd	Election Supervisor
Blakely	GA	39823	Claire Moseley	Election Supervisor
Statenville	GA	31648	Judge Carl Rodgers	Election Supervisor
SPRINGFIELD	GA	31329	Olivia Morgan	Election Supervisor
Elberton	GA	30635	Judge Stephanie Hewell	Election Supervisor
Swainsboro	GA	30401	Kerry Curry	Election Supervisor
Claxton	GA	30417	Judge Darin McCoy	Election Supervisor
Blue Ridge	GA	30513	Mary Ann Conner	Election Supervisor
Fayetteville	GA	30214	Floyd Jones	Election Supervisor
Rome	GA	30161	Robert Brady	Election Supervisor
Cumming	GA	30040	Barbara Luth	Election Supervisor
CARNESVILLE	GA	30521	Gina Chappellear	Election Supervisor
Atlanta	GA	30303	Richard Barron	Election Supervisor
Ellijay	GA	30540	Judge Scott Chastain	Election Supervisor
Gibson	GA	30810	Judge Denise L. Dallas	Election Supervisor
Brunswick	GA	31520	Christoperh Channell	Election Supervisor
Calhoun	GA	30701	Shea Hicks	Election Supervisor
Cairo	GA	39828	Judge Denise Maddox	Election Supervisor
Greensboro	GA	30642	Kathleen Coine Mayers	Election Supervisor
Lawrenceville	GA	30046	Lynn Ledford	Election Supervisor
Clarksville	GA	30523	Laurel Ellison	Election Supervisor
Gainesville	GA	30501	Lori Wurtz	Election Supervisor
SPARTA	GA	31087	John Reid	Election Supervisor
Buchanan	GA	30113	Ronald Gable	Election Supervisor
Hamilton	GA	31811	Sherrail Jarrett	Election Supervisor
Hartwell	GA	30643	Robin Webb	Election Supervisor
Franklin	GA	30217	Charles Tonnie Adams	Election Supervisor
McDonough	GA	30253	Tina Lunsford	Election Supervisor
Perry	GA	31069	Beverly Nable	Election Supervisor
Ocilla	GA	31774	Ken Collins	Election Supervisor
Jefferson	GA	30549	Jennifer Logan	Election Supervisor
Monticello	GA	31064	Linda Keller	Election Supervisor
Hazlehurst	GA	31539	Christy N. Riner	Election Supervisor
Louisville	GA	30434	Susan Gray	Election Supervisor
Millen	GA	30442	Wanda Burke	Election Supervisor
Wrightsville	GA	31096	Debbie Killingsworth	Election Supervisor
Gray	GA	31032	Marion Hatton	Election Supervisor
Barnesville	GA	30204	Anita Reid	Election Supervisor
Lakeland	GA	31635	Judy Mullis	Election Supervisor
DUBLIN	GA	31021	Judge Helen Harper	Election Supervisor
Leesburg	GA	31763	Veronica Johnson	Election Supervisor
Hinesville	GA	31313	Ella Golden	Election Supervisor
Lincolnton	GA	30817	Lilvender Bolton	Election Supervisor

Ludowici	GA	31316	Kierra G. Hamilton	Election Supervisor
VALDOSTA	GA	31602	Deb Cox	Election Supervisor
Dahlonega	GA	30533	Ashley Peck	Election Supervisor
Oglethorpe	GA	31068	Patsy Cannon	Election Supervisor
Danielsville	GA	30633	Tracy Dean	Election Supervisor
Buena Vista	GA	31803	Sandra Brown	Election Supervisor
Thomson	GA	30824	Phyllis Wheeler	Election Supervisor
Darien	GA	31305	Elenore Gale	Election Supervisor
Greenville	GA	30222	Patty Threadgill	Election Supervisor
Colquitt	GA	39837	Benda McNease	Election Supervisor
CAMILLA	GA	31730	Terry Ross	Election Supervisor
Forsyth	GA	31029	Kaye Warren	Election Supervisor
Mount Vernon	GA	30445	Judge Rubie Nell Sanders	Election Supervisor
MADISON	GA	30650	Jennifer Doran	Election Supervisor
Chatsworth	GA	30705	Larry Sampson	Election Supervisor
Columbus	GA	31907	Nancy Boren	Election Supervisor
Covington	GA	30014	Angela Mantle	Election Supervisor
Watkinsville	GA	30677	Fran Davis	Election Supervisor
Lexington	GA	30648	Steve McCannon	Election Supervisor
Dallas	GA	30132	Deidre B. Holden	Election Supervisor
FORT VALLEY	GA	31030	Adrienne Ray	Election Supervisor
Jasper	GA	30143	Jilianne Roberts	Election Supervisor
Blackshear	GA	31516	Leah Williamson	Election Supervisor
Zebulon	GA	30295	Sandi Chamblin	Election Supervisor
Cedartown	GA	30125	Lee Ann George	Election Supervisor
Hawkinsville	GA	31036	Jeffrey Jones	Election Supervisor
Eatonton	GA	31024	Lynn Laseter	Election Supervisor
Georgetown	GA	39854	Julia Floyd	Election Supervisor
Clayton	GA	30525	Tammy Whitmire	Election Supervisor
Cuthbert	GA	39840	Todd Black	Election Supervisor
AUGUSTA	GA	30901	Lynn Bailey	Election Supervisor
Conyers	GA	30094	Cynthia Willingham	Election Supervisor
ELLAVILLE	GA	31806	Judge Mitzi E. Way	Election Supervisor
Sylvania	GA	30467	Ella M. Rhodes	Election Supervisor
Donalsonville	GA	39845	Judge Michael Rogerson	Election Supervisor
GRIFFIN	GA	30224	Marcia Ridley	Election Supervisor
Toccoa	GA	30577	Eureka Gober	Election Supervisor
Lumpkin	GA	31815	Alfreda Hudson	Election Supervisor
Americus	GA	31709	Crystal Cleveland	Election Supervisor
Talbotton	GA	31827	Marjorie Howard	Election Supervisor
Crawfordville	GA	30631	Clarris C. Stephens	Election Supervisor
Reidsville	GA	30453	Lisa Paradice	Election Supervisor
Butler	GA	31006	Tom Callier	Election Supervisor
McRae	GA	31055	Dianne Walker	Election Supervisor
Dawson	GA	39842	Carolyn H. Williams	Election Supervisor
Thomasville	GA	31799	Frank Scoggins	Election Supervisor
TIFTON	GA	31793	Leila Dollison	Election Supervisor

LYONS	GA	30436	Carey Alligood	Election Supervisor
Hiawassee	GA	30240	Tonya Nichols	Election Supervisor
Soperton	GA	30457	Judge T. J. Hudson	Election Supervisor
LaGrange	GA	30240	Andrew Harper	Election Supervisor
Sycamore	GA	31790	Janet Winter	Election Supervisor
Jeffersonville	GA	31044	Debra Stephens	Election Supervisor
Blairsville	GA	30514	Libby Stevens	Election Supervisor
Thomaston	GA	30286	Brenda S. Dawson	Election Supervisor
Lafayette	GA	30728	Danielle Montgomery	Election Supervisor
Monroe	GA	30655	Jennifer Phipps	Election Supervisor
Waycross	GA	31501	Betty Gillis	Election Supervisor
Warrenton	GA	30828	Judge Janice Thigpen	Election Supervisor
Sandersville	GA	31082	Cathy L. Hagans	Election Supervisor
Jesup	GA	31546	Judge Tammy K. Thornton	Election Supervisor
PRESTON	GA	31824	Patricia Burks	Election Supervisor
Alamo	GA	30411	Jolinda Fowler Harrelson	Election Supervisor
Cleveland	GA	30528	Judge Garrison Baker	Election Supervisor
Dalton	GA	30720	Mary E. Hammontree	Election Supervisor
ABBEVILLE	GA	31001	April Graham	Election Supervisor
Washington	GA	30673	Judge Thomas Charping	Election Supervisor
Irwinton	GA	31042	Tracy D. Strange	Election Supervisor
Sylvester	GA	31791	Brandy Harris	Election Supervisor

Atlanta	GA	30339	Michael Barnes	
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229-776-8208	

	mbarnes@sos.ga.gov
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RFX Addendum Form

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: See GPR
eMail Address: vfavors@sos.ga.gov	Telephone: (404) 656-0998
Addendum Number: 1	Date: 03/25/2019

The purpose of this addendum is to submit the State Contract as Attachment U to this eRFP. In the event there are Contract Exceptions please use Attachment I – Contract Exception Form to list all exceptions to the contract.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Supplier's Name

Signature

Printed Name and Title



MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

**[●]
as Contractor,**

and

**SECRETARY OF STATE OF THE STATE OF GEORGIA
as State**

Dated as of [●], 2019

Contract No. [●]

***CONFIDENTIALITY:** THIS DRAFT MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT IS PROVIDED IN CONNECTION WITH eRFP (EVENT) NUMBER 47800-SOS0000037 AND IS FOR DISCUSSION PURPOSES ONLY SHOULD YOU BE SELECTED FOR AWARD IN ACCORDANCE WITH THE eRFP. Except with the express prior written permission of the State this document and the information contained herein may not be published, disclosed, or used for any purpose other than in considering a response to the eRFP. This draft (i) is not a contract, (ii) does not memorialize any agreement between the parties, (iii) does not accept an offer for a contract or constitute an offer to form a contract, and (iv) is based on the eRFP but may not contain all items referred to in the eRFP or on which the parties will need to agree. No agreement, oral or written, regarding or relating to any of the matters covered by this draft has been entered into between the parties. This document, in its present form or as it may be hereafter revised by any party will not become the agreement of the parties until, with all exhibits and schedules attached, it has been duly executed and delivered by all of the parties.

Master Solution Purchase and Services Agreement

THIS MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between the Secretary of State of the State of Georgia, with its principal executive offices at 2 Martin Luther King Jr. Drive, West Tower, Atlanta, Georgia 30334 (“**Contractor**”), and _____, with an office at _____ (“**State**”). All capitalized terms used in this Agreement are defined, or the location of such definitions indexed, in Section 19.

1. BACKGROUND AND SCOPE.

1.1 **Background.** State desires to acquire, and enable other State Entities to acquire, from Contractor certain Services, Software, Equipment and/or any Licensed Programs or any combination of the foregoing (collectively, the “**Solution**”) capable of providing a new Statewide Voting System (“**SVS**”) with a verifiable paper record which is sufficient to support all primaries and general elections, as more fully described in the State’s request for proposal document (event number 47800-SOS0000037) released March 15, 2019 and all documents attached thereto or links contained therein (as amended, the “**eRFP**”). Based on Contractor’s experience, State has selected Contractor to supply such Solution and, if selected by State, to perform (through itself or one or more Contractor Solution Partners) Services to customize, install, implement and/or maintain a Solution, as further described herein.

1.2 **Guaranteed Functionality & Guaranteed Performance.** Before the selection of Contractor, State issued the eRFP whereby Contractor was required to make an initial, written response to such eRFP and to engage in meetings and discussions with State regarding the suitability of the Solution and Services for identified needs of the State Entities set forth in the eRFP. As part of the eRFP process, State required Contractor to perform certain professional services and demonstrations to validate and confirm that the Solution and Services fulfill the needs of the State as described in the eRFP and to identify and gather any additional State requirements in order to create and deliver to State a new, updated requirements document. Such updated requirements, together with the initial requirements described in the eRFP, Contractor’s eRFP Response, the Functional Requirements, and the deadlines described in the Installation Plan shall be considered the “**Mandatory Requirements**” for purposes of this Agreement, which shall be incorporated in writing into this Agreement. Contractor expressly represents that the Solution will meet all Mandatory Requirements, and, when implemented, will accurately function in accordance with those requirements to allow the State and other State Entities to accurately and securely administer elections in Georgia (the “**Guaranteed Functionality**”). State selected Contractor and the Solution and enters into this Agreement based on (a) the features, functions and attributes of the Solution described in Contractor’s eRFP Response and the Documentation, (b) Contractor and the Solution’s ability to meet the Mandatory Requirements, and (c) Contractor’s guarantee that Contractor will have timely and completely implemented the Solution prior to the date of the 2020 Presidential Preference Primary, including delivery of all Equipment and initial training on the use of such Equipment in the registration of voters and administration of an election, such that the SVS is in place and the Solution fully operational and available for use by all State Entities in such Primary and in all subsequent primary and general elections (the “**Guaranteed Performance**”).

1.3 **Solution Partners.** Contractor may provide certain of the Services and/or components of the Solution (including certain Third Party Licensed Programs) through one or more Contractor Affiliates, suppliers, resellers, or service providers (each, a “**Contractor Solution Partner**”), provided, each is expressly identified by Contractor to State and State agrees to its inclusion on Exhibit D hereto. As between Contractor and each Contractor Solution Partner on the one hand, and State on the other hand, Contractor shall be the prime contractor to State hereunder and in such capacity shall have full responsibility and liability for the performance of the Solution (including each of its Contractor Solution Partner components) and all Services hereunder (including all Services provided by Contractor Solution Partners). Unless the context otherwise requires, all references to “**Contractor**” throughout this Agreement shall refer to both Contractor and each Contractor Solution Partner. If any Services or any portion or component of the Solution is subject to a warranty claim or otherwise suffers a malfunction or defect and Contractor and a Contractor Solution Partner dispute the cause of and/or fault for such malfunction or defect, then until such

time as Contractor and the Contractor Solution Partner resolve their dispute, Contractor shall, without delay or cost to State continue to provide the Maintenance Services and complete all repairs, replacements or other applicable remedy obligations hereunder as necessary to full remedy the warranty claim.

1.4 Purchasing by State and State Entities. State may use the Solution and/or Services purchased under this Agreement on its own behalf and for the benefit of all other State Entities, in accordance with the terms and conditions hereof. Contractor acknowledges and agrees that this Agreement is intended [to be] [to be subject to] an intergovernmental agreement between State and State Entities, and, therefore, that State or any other State Entity may purchase the Solution and/or any of the Services directly under this Agreement by issuing a valid purchase order and entering into a Solution Order or Services Order, as applicable. Any State Entity directly purchasing a Solution and/or Services under this Agreement (i) shall be solely responsible for payment of the Solution or Services purchased by such State Entity, (ii) shall be entitled to all of the rights and benefits afforded to State under this Agreement, and (iii) may enforce this Agreement in its own name with respect to such Solution and/or Services as if this Agreement, in its entirety, had been executed by Contractor and the applicable State Entity, and (iv) subject to Section 18.6.1, shall only be held responsible by Contractor for the performance of its obligations (including payment obligations) with respect to the specific Solution and/or Services purchased by such State Entity as set forth in the applicable Solution Order or Services Order.

1.5 Non-Exclusive Rights. This Agreement is not exclusive. The State and each State Entity reserve the right to select other contractors to provide the same or other products, licenses and services.

1.6 No Minimums Guaranteed. Except as provided in an executed Solution Order, this Agreement does not guarantee any minimum level of purchases.

2. SOLUTION AND DELIVERABLES.

2.1 Solution Order and Delivery. During the Term, and subject to all of the terms and conditions contained herein, Contractor agrees to deliver to State the Solutions ordered pursuant to a Solution Order, as hereinafter described.

2.1.1 Solution Order. For the ordering of a Solution from Contractor, any State Entity and Contractor will, subject to mutual agreement by both parties, execute a written order (each an “**Solution Order**”). Each Solution Order shall: (a) be substantially in the form of Exhibit A hereto; (b) be consecutively numbered with respect to all prior Solution Orders; and (c) include, where applicable and available at that time, the following information:

(i) the services described in this Agreement, including the Configuration Services, Implementation Services, Maintenance Services, Training Services and other services provided by Contractor under this Agreement (the “**Services**”), which are being purchased by the applicable State Entity;

(ii) licenses and/or sublicenses to the application software (the “**Application Programs**”), and to the custom programming application software (the “**Special Programs**”) required in connection with the Services;

(iii) the software support services to be provided by Contractor for the Application Programs and the Special Programs (collectively, the “**Support Services**”);

(iv) the hardware and equipment Deliverables to be provided by Contractor hereunder, including any computer systems, accessories, supplies, parts, related Documentation, and Revisions thereto to be provided by Contractor required for the operation of the Solution (the “**Equipment**”) and the licenses and/or sublicenses to the operating software for such Equipment granted by Contractor (the “**Operating Programs**”);

- (v) the maintenance services for the Equipment (collectively, the “**Maintenance Services**”);
- (vi) the date by which the Solution must be fully delivered;
- (vii) the particular State Site to which such Solution must be delivered; and
- (viii) the price applicable to the items set forth on such Solution Order.

The terms “Application Programs,” “Special Programs,” and “Operating Programs” are collectively referred to as the “**Software**.” In the event of a conflict between the terms of this Agreement and the terms of any Solution Order, except with respect to any provision of this Agreement which explicitly states that it may be modified or superseded by an analogous provision in a Solution Order, the terms of this Agreement shall control. The terms and conditions of each Solution Order will apply solely with respect to the Solution purchased under such Solution Order and shall not be deemed to modify this Agreement.

2.1.2 Additional Products and Services. As further provided in Section 2.3 and other provisions describing the Solution, it is acknowledged that Contractor is obligated as part of the Solution to provide the State Entities from time to time additional services, application software, custom programming application software, operating software, software support services, equipment and equipment maintenance services, at no charge, which are then being provided by Contractor and are not specifically covered by this Agreement of an existing Solution Order or Services Order. Such additional items, if provided as part of the Solution, will automatically be considered within the terms “Services,” “Application Programs,” “Special Programs,” “Operating Programs,” “Support Services,” “Equipment,” and “Maintenance Services”. shall automatically be amended to include all such additional services, application software, custom programming application software, operating software, software support services, equipment, and equipment maintenance services, as the case may be, which are provided by Contractor to State.

2.1.3 Installation Plan. Attached to this Agreement as Exhibit C is the installation plan, developed by Contractor and approved by the State (the “**Installation Plan**”) which describes in detail: (i) each element of the delivery, installation, and initial training of State Personnel in the operation and use of, the Solution, each in a manner that meets the Mandatory Requirements (each a “**Installation Event**”); (ii) the specific dates set by which each of the Installation Events are to be completed (the “**Installation Deadlines**”); and (iii) the applicable Site Specifications, if any. The initially agreed Installation Plan dated as of the Effective Date may be replaced and superseded from time to time upon agreement of the parties in order to reflect mutually agreed changes in the Installation Events or Installation Deadlines by using the change control procedures set forth in Section 5.2.

2.1.4 Delivery. Contractor shall deliver the Solution ordered, including all Equipment and Documentation, to the State Site specified in the Solution Order, by the date(s) specified in the Installation Plan and otherwise in strict compliance with the terms and conditions of this Agreement and Installation Plan. Contractor shall not make any substitutions for the Solution of any other version, model, capacity or manufacturer without the prior written consent of State. Contractor represents and warrants that the Solution shall be new (not remanufactured or refurbished), free of defects, and in good operating condition at all times prior to the expiration of the Warranty Period. Solutions which consist solely of Licensed Programs may also be delivered electronically upon mutual agreement of the parties.

2.1.5 Shipment, Title and Risk of Loss. For each piece of Equipment or other Solution hardware component, Contractor shall pass title and ownership of such Solution component to State upon State's payment in full for such Solution component. Upon State's payment in full for each Solution, Contractor will deliver a bill of sale for each Solution component to State, as applicable. Contractor guarantees that State shall acquire good and clear title to the Equipment and other Solution hardware components being purchased hereunder, free and clear of all liens and encumbrances. Contractor shall arrange for shipment, at Contractor's expense, of Equipment by a mutually acceptable common carrier F.O.B. to the applicable State Site, or other delivery location specified in the Solution Order, at a mutually agreeable time. Risk of loss for such Equipment shall pass to State upon proper delivery at the designated destination. There shall

be no additional charge to State for shipping, delivery or insurance beyond the prices set forth in the Solution Order. In the event of damage to any Equipment or hardware during transit or if Contractor or its designee delivers Equipment or hardware that does not pass Acceptance Testing, then Contractor will replace such Equipment or hardware at Contractor's expense, including covering all shipping costs associated with returning such items to Contractor.

2.1.6 Inspection. In accordance with the Installation Plan and the requirements for the Acceptance Testing Plan, all Equipment shall be inspected as follows: (i) following arrival of the initial deliveries at the central warehouse designated by the State and (ii) for the same deliveries, when forwarded to the State Site (or any subsequent delivery made directly to the State Site(s)). Prior payments shall not be considered as waiving any right of testing or inspection of the State Entities under this Agreement. Determination by a State Entity that Equipment or component has passed Acceptance Testing is without prejudice to any other rights or remedies that such State Entity may have with respect to any subsequently uncovered non-compliance, defect, or non-conformity. Any State Entity may return any Equipment or component of the Solution to Contractor that it determines not to have passed Initial Testing or Acceptance Testing for replacement, and such returns shall be at Contractor's expense including as relates to transportation charges. Any return made by a State Entity for failure of the Equipment or any component of the Solution to pass the Acceptance Testing shall not be affected by any determination by State that such Equipment or component passed Initial Acceptance Testing. If Contractor fails to arrange shipment and pickup of such rejected Equipment by a mutually acceptable common carrier (F.O.B. the State Site from which such rejected items will be dispatched) and redeliver appropriate replacement Equipment or components sufficient to cure the defect prompting the rejection and otherwise fully functional in accordance with the requirements of this Agreement, within thirty (30) days of the applicable State Entity's notification of such rejection, the State Entity shall be entitled to, at its option: (a) rescind the applicable Solution Order and receive a payment from Contractor of the "Standard Liquidated Damages" as defined below; (b) accept the rejected Equipment or component at an equitable price reduction agreed by the parties; or (c) demand specific performance. "**Standard Liquidated Damages**" shall mean and include (1) all fees actually paid by the State Entity (and not previously refunded) towards the purchase price for Equipment set forth in the rescinded Solution Order as of the date of such payment of Standard Liquidated Damages; and (2) the actual expenses incurred by the State Entity following execution by the parties of the applicable Solution Order related to such Solution Order.

2.1.7 Cancellation of Solution Order for Convenience. A State Entity may cancel a Solution Order or any part thereof at any time without charge or cancellation fee. If State cancels any Solution Order, other than pursuant to Section 2.1.6, then the applicable State Entity will bear the cost of shipping any Equipment already delivered pursuant to such Solution Order back to location designated by Contractor (F.O.B. the State Site from which such rejected items will be dispatched). The remedy set forth in this Section 2.1.7 shall be Contractor's sole and exclusive remedy and State's entire liability for claims related to any such cancelled Solution Order.

2.2 Documentation. Contractor shall deliver to State in such form as State shall request the number of copies requested by State of Documentation relating to the Solution and any updates thereto at no additional charge to State. State Entities may duplicate the Documentation provided that the State Entities reproduce the copyright that appears on such Documentation being duplicated. In no event will any provision of this Agreement, or any right or benefit of State or the other State Entities provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Documentation.

2.3 Revisions; Upgraded Solution.

2.3.1 If Contractor makes any revision, modification, enhancement, improvement or otherwise updates the Solution, the Software, any component thereof, or code used therein to include any patches, upgrades, updates, new versions, substitutions, replacements, and other modifications, improvements and enhancements, including through the introduction of new products that have comparable purpose and functionality as the Solution used by the State Entities (collectively the "**Revisions**"), such Revisions will be made available to the State Entities, and, if approved by the State, installed and implemented by Contractor,

on a no-charge basis (with a corresponding credit for the amortized cost of the component being replaced by the accepted Revision) and will be deemed to be part of the Solution. Contractor shall keep State informed of any potential Revisions being considered by Contractor, Revisions which may be necessary to keep the Solution relevant, and any developments in the industry or election practices generally that could adversely affect the Solution or render it obsolete including by: (i) meeting with State quarterly throughout the twenty-four (24) months immediately following the Effective Date and then twice in each of the successive twelve (12) month period remaining during the Term to discuss the same and (ii) providing State with a detailed comparison of the Solution as would exist after any proposed Revisions (the “**Upgraded Solution**”) with the original Solution hereunder. The Upgraded Solution and the Revisions contained therein shall be subject to State’s prior review and approval and State may conduct such testing and evaluations of the same as it determines to be necessary. If the State declines to use the Revisions or the Upgraded Solution, Contractor will remain obligated to support the existing version of the Solution during the Term. For the avoidance of doubt, except as otherwise specified in Section 2.3.2, Contractor shall provide all Revisions occurring at any time during the Term at no additional cost to, and without increases to any existing fees payable hereunder by, any State Entities.

2.3.2 If Contractor makes Revisions at the request of the State which are major in nature and are required as a result of a change to Applicable Laws of the State of Georgia as relates to elections (e.g. a change to a ranked-choice voting system) (“**Major Revisions**”) may be accompanied by an increased fee as mutually agreed upon by the parties at the time State requests such Major Revisions in accordance with the Change Request procedure described in Section 5.4. Notwithstanding the foregoing, Contractor acknowledges and agrees that any Revisions or other changes to the Solution that are required due to changes in federal law, regulation, or standard shall not be accompanied by an increased fee.

2.3.3 Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, Contractor will seek to improve the quality, efficiency and effectiveness of the Solution to keep pace with technological advances and support the State’s evolving needs as related to election administration. Without limiting the generality of the foregoing, Contractor will: (a) identify and apply ‘best practice’ techniques and methodologies in performing and delivering the Solution and Services consistent with then-current industry standards and Contractor’s normal course of business; (b) train Contractor Personnel in new techniques and technologies used generally within the industry; and (c) maintain the currency of the Contractor’s tools, infrastructure, software and other resources. Notwithstanding anything contained herein to the contrary, Contractor shall not, without the prior written consent of the State, (i) make any Revision or otherwise add to or alter the Solution or any component part thereof in any way that could remove Guaranteed Functionality or materially degrade Guaranteed Performance (or any portion thereof) or (ii) fail to make any Revisions necessary to ensure the Solution used by the State Entities remains current and at the forefront of voting technology throughout the Term.

2.4 Additional Requirements and Dependencies. Items or services which are included in or required for a Solution but not provided directly by Contractor must be identified as such in the Schedule for the corresponding Solution. Items or services which are required but are not available without further development or engineering must be identified as such in the Schedule for the corresponding Solution. If for any Solution Contractor sells or licenses to State Contractor’s own or a Contractor Solution Partner’s software, hardware, network communications, or interfaces, including project tools that Contractor regards as proprietary, Contractor will provide State, in addition to descriptions contained in a Schedule, a separate purchase order, contract, or license agreement describing the terms of such transaction. State will not be subject to extraneous royalties or other extended payment terms or usage restrictions of any kind arising from the purchase or license of such items unless shown in such purchase order, contract, or license agreement and unless such purchase order, contract, or license agreement is approved in writing by an authorized representative of State.

2.5 Interoperability; Integration. Requirements of the Solution include full integration with other devices and applications to be specified in the applicable Schedules. Within industry standards, State reserves the right to select the features, tools, accessories and companion applications to be used in or with the Solution. Contractor agrees to work with and support the other contractors who offer such products and solutions.

State reserves the right to approve system configuration, architecture, or functionality that affects the choice or use of the third-party products.

3. LICENSE AND AUTHORIZED USE.

3.1 Grant of License.

3.1.1 Grant of License. Except as provided elsewhere in this Agreement or an applicable Solution Order, Contractor hereby grants to State a non-exclusive, perpetual, irrevocable, and worldwide license for State and State Entities to use, install, execute, store, and display the object version of all Contractor Licensed Programs in connection with State's use, operation, or support of the Solution and in accordance with all the terms and conditions of this Agreement. In addition, State, the other State Entities, and/or State Contractors, subject to the restrictions and processes set forth herein, shall be permitted, in connection with the use, operation, or support of the Solution, to: (a) use the Contractor Licensed Programs at any State Site; (b) make and use [XX] copies, per State Site, of the Contractor Licensed Programs;¹ (c) use the Contractor Licensed Programs for to fulfill the Mandatory Requirements including by providing access at all applicable State Sites to the Contractor Licensed Programs, other than by remote connection; and (d) use and/or copy of the Contractor Licensed Programs for the purpose of creating and using training materials relating to the Contractor Licensed Programs for internal purposes, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Contractor Licensed Programs.

3.1.2 License to Source Code Version. The License also includes the right to receive from Contractor and use the source code version of the Contractor Licensed Programs to the extent so provided in Section 3.1.4.

3.1.3 Deactivation at State's Request. From time to time, State may elect to deactivate one or more Contractor Licensed Programs for some period of time. If any State Entity elects to deactivate any Contractor Licensed Program such State Entity shall not be responsible for payment of any further fee applicable to such deactivated Contractor Licensed Program(s). If State elects to reactivate any such Contractor Licensed Program(s) (i) the Extended Warranty applicable to such Contractor Licensed Program(s) will recommence as of the date such Contractor Licensed Program(s) is reactivated and (ii) any such reactivation by State will be at no cost to State other than as provided above.

3.1.4 Rights Upon Contractor Insolvency. All rights and licenses granted under or pursuant to this Agreement by Contractor to State and any State Entities are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code ("**Bankruptcy Code**"), licenses to rights to "intellectual property" as defined under the Bankruptcy Code. Contractor acknowledges that if it, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, then State or a State Entity may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of any bankruptcy proceeding by or against Contractor under the Bankruptcy Code, State and each State Entity shall be entitled to retain all of such rights under this Agreement. Contractor agrees and acknowledges that enforcement by State or any State Entity of any rights under Section 365(n) of the Bankruptcy Code in connection with this Agreement shall not violate the automatic stay of Section 362 of the Bankruptcy Code and waives any right to object on such basis. Upon rejection of this Agreement by Contractor or the bankruptcy trustee in a bankruptcy case under the Bankruptcy Code and written request of State or a State Entity to Contractor or the bankruptcy trustee pursuant to Section 365(n) of the Bankruptcy Code, Contractor or such bankruptcy trustee shall: (a) provide State or such State Entity the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any Intellectual Property Rights otherwise required to be provided to State or such State Entity under this Agreement, or any agreement supplementary to this Agreement, held by Contractor or such bankruptcy trustee; and (b) not interfere with the rights of State or such State Entity provided in this Agreement or any other agreement

¹ **Note to Contractor:** Please indicate in your eRFP Response the number of copies reasonably needed according to Contractor's standard specifications.

supplementary to this Agreement, to the materials that are the subject of the rights and licenses described in this Section 3.1.4, and any Intellectual Property Rights provided under such agreements, including any right to obtain the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any such Intellectual Property Rights from another party.

4. Services.

4.1 Configuration Services.

4.1.1 State Solution and Functional Requirements. Contractor acknowledges that State has relied, and will rely on, Contractor's experience and expertise in installing, implementing, and servicing the Solution purchased under this Agreement. The Solution will, when installed and implemented, meet State's technology and business requirements including all Functional Requirements. For purposes of this Agreement "**Functional Requirements**" means the technical requirements of State including, where applicable: (a) an identification of all software applications to be run on such Solution (including Licensed Programs provided by Contractor under this Agreement) (collectively, the "**Designated Licensed Programs**"); (b) any performance requirements of the Solution, as applicable (the "**Performance Requirements**"); (c) the anticipated number of users of the Solution and/or Designated Licensed Programs; and (d) details relating to any State systems with which the Solution and Designated Licensed Programs are to interface. Any Functional Requirements described in the Installation Plan, Solution Order, or Services Order shall be incorporated herein.

4.1.2 Contractor System Proposal. If State provides Contractor with Functional Requirements, Contractor shall, at no additional cost to State, analyze such Functional Requirements to determine the minimal amount and type of Solution that Contractor believes State needs to purchase in order to meet the Functional Requirements. Within ten (10) business days of its receipt of the Functional Requirements, Contractor shall deliver to State a written proposal (each a "**Contractor System Proposal**") which shall thereupon become part of the Guaranteed Functionality and be attached to the applicable Solution Order. The Contractor System Proposal shall detail at a minimum (as applicable): (a) the Solution components required to meet the applicable Functional Requirements; (b) the minimal operating system, network, and third-party software necessary to run the Designated Licensed Programs in conformity with the Functional Requirements; and (c) the estimated cost for such Solution determined in accordance with this Agreement. Nothing contained in the Contractor System Proposal shall obligate State to purchase any Solution or portion thereof.

4.1.3 Attachments to Solution. Subject to the other terms of this Section, in the event State provides Contractor with Functional Requirements for a certain Solution (and obtains confirmation of approval thereof as required below), State shall be entitled to install any attachment, feature, or device to, or install any Licensed Programs, on such Solution without affecting Contractor's representations and warranties hereunder, if within a reasonable period of time not to exceed thirty (30) business days after receipt from State of notice of its intent to do so (such notice to be addressed to the Contractor Relationship Manager and delivered via return receipt mail), Contractor provides written notice to State either confirming compatibility with the Solution of the such items or stating reasonable grounds upon which it concludes such attachment, feature, device, modification, change, enhancement, upgrade, or addition will adversely affect its obligations, including any warranty or representation hereunder. Contractor shall use reasonable efforts to respond to any such request. Any request for such confirmation from State as provided under this Section that is not responded to by Contractor shall be deemed an acceptance by Contractor of the compatibility of such items with the Solution. If after receipt of the Contractor notice advising State of Contractor's conclusion that such attachments, features, or devices will adversely affect its obligations State employs such attachment, feature, device, modification, change, enhancement, upgrade, or addition, Contractor shall not be liable for those representations and warranties that it notified State it reasonably concluded would be adversely affected as identified in the detailed notice.

4.2 Implementation Services. After delivery, if requested by State, Contractor shall install, configure and/or implement the Solution (the "**Implementation Services**") (a) in accordance with the implementation schedule attached to the applicable Solution Order (the "**Implementation Schedule**") and (b) for the fees

set forth in the applicable Solution Order. For the avoidance of doubt, State will only be responsible for those fees reflected in the applicable Solution Order and any additional fees relating directly or indirectly to Implementation Services shall require mutual agreement of the parties. Upon completion of the Implementation Services, each Solution shall be tested in accordance with the requirements of Section 9.

4.3 Extended Warranty. Contractor shall provide for a period of two (2) years from the Effective Date and thereafter for so long as requested by each State Entity, a “total care solution” for the Solution, which, in addition to basic commitments contained in this Agreement, will include service guarantees sufficient to keep the Solution in good operating order in accordance with the Requirements at all times (the “**Extended Warranty**”). The Extended Warranty will include all Maintenance Services, telephone and online support, remote installation assistance, troubleshooting, “break-and-fix,” replacement of Equipment and components, supply of spare Equipment and components, and other services to be described by Contractor in a “extended warranty agreement” to be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by the State shall be incorporated into this Agreement. Contractor will, at its own expense, upon receipt of written notice from a State Entity of an Extended Warranty claim make all adjustments and modifications necessary to cure any defect or nonconformity affecting the Solution such that it is fully functional in conformity with the specifications and requirement set forth herein. Contractor shall immediately commence correction of all Extended Warranty claims made pursuant to this Section 4.3. For the avoidance of doubt, the parties acknowledge and agree that no fees, charge, or other costs associated with maintenance, repair, modification, adjustment, replacement, or other remediation of the Solution will be owed by any State Entity in connection with the Extended Warranty. The Extended Warranty shall be “all inclusive,” and cover the maintenance and support of the Solution and Equipment and the maintenance and administration of the Contractor owned and operated central processing units and facilities needed to provide the State Entities with the use of the Solution and Services. If the parties agree that the State or any of its personnel shall perform any services relating to an Extended Warranty claim on behalf of Contractor, State shall receive a credit against the next Milestone Payment to the extent of the services so performed by the State. Notwithstanding the administration of any services by a State Entity on behalf of Contractor in connection with the maintenance or support of the Solution, Contractor shall at all times be responsible the integrity and quality of all Services and the Solution

4.4 Training Services. Contractor shall provide training services (“**Training Services**”), for the fees set forth in each applicable Solution Order, on such dates and locations mutually agreed upon, and shall make available any additional training requested by State which will be for the fees set forth in an additional Services Order Attachment (defined below). In addition and at no cost to State, upon request by State, Contractor shall (a) prior to the date of the 2020 Presidential Preference Primary provide up to ten (10) business days (consecutive but for intervening weekend) of training to up to four (4) State designated personnel covering basic level 1 support issues relating to the maintenance of such initial Solution, and (b) up to three (3) business days (consecutive) of training for to up to four (4) State designated personnel on similar issues during each subsequent period. All such training shall occur at the Contractor designated Contractor location within Georgia, and State shall be responsible for all travel, living and other out-of-pocket expenses incurred by such State designated personnel to attend such training. State shall have the right, at its expense, to copy and distribute any and all training materials within State and its State Entities, and to distribute such materials to train its personnel in the use of the Solution without additional charge by Contractor, provided all proprietary notices of Contractor are duplicated and no modifications to such materials are made without Contractor’s prior written consent. Contractor represents that the Training Services described in the Training Schedule attached to each Solution Order as Attachment 6 are designed to enable State personnel to productively use and operate the Solution. All Training Services shall be conducted by qualified instructors.

4.5 Other Services. In the event State wishes Contractor to provide software development or software customization, and/or consulting services, such Services shall be provided pursuant to written Services Orders detailing the Services to be performed. Each such Services Order shall have attached to and incorporated into it all delivery, Milestone Schedules, Specifications, Performance Levels (or other Service Level Agreements), disaster recovery plans or other mutually agreed project requirements or documents related to the Services to be provided (each a “**Services Order Attachment**”). All Services Orders and Services Order Attachments shall be mutually agreed by the parties and executed by their authorized

representatives but shall take substantially the form contained in Exhibit B to this Agreement. All Services Orders require a validly issued State purchase order. State will be under no obligation to pay for any Services unless and until included in a written Services Order signed by State.

5. CHANGE CONTROL.

5.1 No Deviation. Contractor shall not deviate from the terms and conditions of a Solution Order or Services Order by substitution, deletion, or additions to the Solution, Services or other Deliverables without prior written approval or consent to waiver signed by a duly authorized representative of State or the applicable State Entity. Either party may request or recommend changes by following the change control procedures set forth in this Section 5.

5.2 Change Order. Either party may request or recommend changes to the Solution, Services or the scope or nature of Deliverables being developed, by having its Project Manager provide the other party with a written request or recommendation for changes in writing, signed by such requesting party (each a **"Change Request"**). The party receiving the Change Request shall provide a written response to the Change Request, signed by such receiving party, on the same form (a **"Change Response"**) in the manner specified below. Each Change Request and associated Change Response (if any) expressly accepted by the non-requesting party as evidenced by its signature on the applicable Change Control Form shall be deemed a **"Change Order,"** unless the non-requesting party has proposed changes to the original Change Request from the requesting party that require the non-requesting party's acceptance by execution of the revised Change Request, which, upon execution by the initially requesting party without change, shall be deemed a "Change Order." Change Requests, Change Responses and all resulting Change Orders shall be in the form attached to this Agreement as Exhibit E (the **"Change Control Form"**). Any Change Request that is not responded to by the receiving party shall be deemed rejected. Any Change Request not responded to by the non-requesting party as provided below shall be deemed rejected.

5.3 Contractor Requested Change. If the Change Request is submitted by Contractor to State, the Change Request shall, to the extent known at the time of the request, indicate schedule changes and any other items Contractor believes the Change Request is likely to impact (each an **"Impact Analysis"**). If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined at the time of the request, Contractor shall so indicate on the applicable Change Control Form, including a detailed explanation of the basis of such inability of Contractor to so determine. State shall indicate its acceptance or rejection of the Change Request and/or provide a counter-proposal to the Impact Analysis stated thereon via a Change Response. In no event shall any Contractor-submitted Change Request include any additional charges or purport to increase the any of the fees payable by a State Entity hereunder. A Contractor submitted Change Request shall not become a Change Order unless such Change Request (and its related Impact Analysis) are expressly accepted by State as evidenced by its signature on the applicable Change Control Form.

5.4 State Requested Change. If the Change Request is submitted by State to Contractor, then Contractor shall provide an initial response to the Change Request within three (3) business days of the receipt of the Change Request or such other time specified by State that is reasonable and appropriate to the scope of such requested change. Contractor shall provide in its initial Change Response a detailed Impact Analysis, or a date by which such detailed Impact Analysis will be provided in a later Change Response. If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined, at the time of the Change Response, Contractor shall so indicate in its Change Response, including a detailed explanation of the basis of such inability of Contractor to so determine. In no event shall any State-submitted Change Response become a Change Order unless such Change Response (and its related Impact Analysis) are expressly accepted by Contractor as evidenced by its signature on the applicable Change Control Form.

5.5 Limits on Discretion. Notwithstanding any contrary term in this Section, Contractor may not decline to accept any Change Request that: (a) State reasonably believes would reduce the cost of performance, provided that an equitable adjustment in compensation is made for the reasonable out-of-pocket costs of any performance or preparation already undertaken for the original, pre-change Solution, Services, or other

Deliverables; or (b) increases Contractor's internal cost or magnitude of required performance, provided that the requested changes are reasonable in scope and the parties agree upon a commensurate increase in compensation.

5.6 Status of Change Orders. Each Change Order shall become a part of the Solution Order or Services Order to which it relates as if initially entered into as part of that Services Order, and, together with such Solution Order or Services Order, shall be governed by this Agreement. The parties may mutually agree to supersede, modify, or amend these change control procedures in writing under a Solution Order or Services Order, provided they make express reference to this Section or portion thereof being superseded, modified or amended. If there are conflicts between (or ambiguities within) any Solution Order or Services Order and a subsequent Change Order proposing the delivery of specific Solution, Services, or other Deliverables, the Change Order shall control. If there are conflicts between Change Orders, the most recent Change Order shall control.

6. PERSONNEL.

6.1 Relationship Manager. Contractor shall appoint a qualified member of its staff to act as a dedicated manager of Contractor's relationship with State (the "**Contractor Relationship Manager**"), whose duties shall be to act as primary liaison between Contractor and State for all matters relating to Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Contractor and all Contractor Solution Partners under this Agreement; (b) have direct access to the key decision makers of Contractor and all Contractor Solution Partners; and (c) be able to call upon the experience, expertise and resources of Contractor and each Contractor Solution Partner as needed to properly, efficiently and timely perform their duties under this Agreement. The Contractor Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Solution Order or Services Order. State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Contractor in carrying out an efficient delivery of Services ("**State Relationship Managers**"). Both parties shall notify the other party of a change in the identity of their respective Relationship Managers.

6.2 Contractor Personnel. The individuals who perform Services, whether employees or independent contractors of Contractor (or of a Contractor Solution Partner) are hereinafter referred to as "**Contractor Personnel**" and at all times meet the requirements set forth below. If Services are to be performed outside of the United States all Contractor Personnel shall meet these requirements to the maximum extent applicable, and shall further meet, to the maximum extent applicable, equivalent requirements under local law. The Contractor Personnel assignment requirements are as follows:

(a) Unless specifically agreed otherwise by State in each instance, Contractor shall only assign as Contractor Personnel employees of Contractor and those limited non-employees of Contractor who qualify as "independent contractors" or "temp employees" by meeting the following respective criteria: (i) they are consultants who provide services to Contractor or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as "1099" relationships, or (ii) they are individuals who provide services to Contractor or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Contractor and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities, to written duties of confidentiality and obligations to protect State's Intellectual Property Rights that are at least as protective of State as those contained in this Agreement;

(b) Prior to assigning any individual to perform the Services in the United States (which may have been completed at the time of hire), Contractor shall perform a background check, such check shall include the (i) United States Department of Motor Vehicles; (ii) credit check; (iii) national criminal check; (iv) government excluded parties list; (v) the United States Department of Health excluded parties list; (vi) a determination as to whether the person is subject to or identified on any of the lists contained in Exhibit F; (vii) a determination that the individual's employment complies with relevant immigration law; and (viii) Contractor shall obtain finger prints for all Contractor Personnel reasonably expected to have access to

Confidential Information of any State Entity in connection with such individuals performance of Services hereunder. All information obtained by Contractor pursuant to this Section shall remain in Contractor's possession and Contractor shall not be obligated to disclose such information to State; and

(c) Contractor shall not assign any person to perform Services who (i) refuses to submit to such checks; (ii) has in the last seven (7) years been convicted of a financial-related crime or a felony (excluding motor vehicle-related offenses); (iii) is subject to or identified on any of the lists contained in Exhibit F; or (iv) does not meet the requirements under immigration law to be employed. Contractor shall not be responsible for information not disclosed pursuant to the foregoing background check requirements.

6.3 State Review and Acceptance. State shall have the right to interview and otherwise evaluate Contractor Personnel and to accept or reject Contractor Personnel based upon the skills, training and background or experience indicated by such Contractor Personnel. If any Contractor Personnel performing Services is found to be unacceptable to State for cause, including demonstration that he or she is not qualified to perform the Services assigned, State shall notify Contractor of such fact and Contractor shall immediately remove said Contractor Personnel and, if requested by State, provide a qualified replacement. If any Contractor Personnel is found to be unacceptable to State for any other reason, State shall notify Contractor of such fact in writing, and Contractor shall promptly take reasonable and appropriate action.

6.4 Project Managers. At State's election, Contractor shall designate a project manager ("**Project Manager**") who shall be principally responsible for owning and ensuring timely delivery of the Solution or provision of the Services, as applicable.

6.5 Continuity. If Contractor reassigns any Contractor Personnel, Contractor shall promptly provide a qualified replacement acceptable to State, and State shall not be charged for any training or transition time for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Solution Order or Services Order may be dependent on such continuity, certain individual Contractor Personnel may be identified in a Solution Order or Services Order as key personnel ("**Key Personnel**"). Except as directed by State under Section 6.3 or for the reasons provided in this Section 6.5, Contractor shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Solution Order or Services Order without State's prior written consent, such consent not to be unreasonably withheld. Contractor shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in Applicable Law, (e) changes in immigration status not caused by the negligence of Contractor or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to reasonably accommodate the circumstances of the adversely affected Contractor Personnel.

6.6 Resource Prioritization. If there is any conflict in the resource demands between State and the State Entities (or among the State Entities), Contractor shall escalate such conflict to the Contractor Relationship Manager and State Relationship Manager immediately upon becoming aware of its existence, and the respective Relationship Managers shall work with the applicable Project Managers to determine appropriate prioritization and allocation of Contractor Personnel.

6.7 Subcontractors; Ineligible Status. The unique abilities, knowledge, and skills of Contractor and Contractor Personnel constitute a material inducement for State entering into this Agreement. Contractor agrees that it shall not employ any agent or subcontractor in connection with the performance of any Services without the prior written consent of State, which may be withheld for any reason. If State does consent, Contractor shall provide State with written evidence (acceptable to State) of said agent's or subcontractor's compliance with the confidentiality and intellectual property provisions of this Agreement prior to the disclosure of any State Confidential Information to, or the performance by, any such agent or subcontractor in connection with or pursuant to this Agreement. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

Contractor will immediately notify the State if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

6.8 Site Visits. Upon the giving of at least five (5) business days' notice to Contractor, State Entity personnel shall have the right to visit the offices of Contractor and/or the Contractor Solution Partners in order to observe the performance of any Services at the sole cost of the applicable State Entity. The State Entities shall cooperate with Contractor to ensure that such site visits do not unreasonably interfere with Contractor's normal business operations.

6.9 Timely and Quality Performance. The Contractor Personnel shall perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable Solution Order or Services Order, if any. At all times during the Term Contractor shall retain sufficient number of Contractor Personnel, with the required skills, to meet the ongoing needs of the State and ensure that Contractor achieves the timely implementation of the Solution, including the Guaranteed Functionality and Guaranteed Performance. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and Deliverables, and the required periodic reporting of the status of all Services and Deliverables to State. In response to any feedback or performance assessment provided by State to Contractor Personnel, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

7. COMPLIANCE.

7.1 State Policies and Directives. Contractor shall ensure that all Contractor Personnel, while at a State Site, will abide by all reasonable policies and directives issued by State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and procedures as may be established by State from time to time, provided such policies or directives are published (or otherwise made know) to Contractor prior to such visit and are limited to administrative and security-based issues. Accordingly, Contractor hereby agrees that prior to sending any Contractor Personnel to work at any State facility, Contractor will provide such Contractor Personnel with a copy of all written State policies and procedures provided by State to Contractor and will have Contractor Personnel review and acknowledge same. In addition, Contractor will cause all Contractor Personnel to comply, when at a State Site, with such standard safety policies applicable to such site and such additional policies as State may, from time to time, communicate to Contractor or Contractor Personnel.

7.2 SSAE 18 Reporting. At State's request Contractor, on an annual basis, shall, at Contractor's expense (i) provide an SSAE 18 Type II assessment covering critical business processes relating to data protection and the safeguards implemented by Contractor or (ii) participate in a similar risk assessment relating to Contractor's controls that ensure data security and reduce cybersecurity threats from being realized conducted by an independent third-party agreed upon by State and the Contractor. Each report will cover the consecutive twelve (12) month period during the Term. State reserves the right to expand the scope of the controls to be covered by any reports prepared during the Term pursuant to this Section 7.2. Contractor shall provide State with a copy of each such report within thirty (30) calendar days after Contractor receives such report.

7.3 Applicable Law – Contractor. Contractor shall obey and abide by all Applicable Laws, regulations, ordinances and other rules of the United States of America, and any other jurisdiction where Services are, or may likely be, performed in connection with this Agreement (including respective states, territories or subdivisions thereof or any other duly constituted public authority in any such jurisdiction). Without limiting the generality of the foregoing:

7.3.1 Contractor will ensure that no labor will be used in the performance of this Agreement that violates the child labor laws of any country in which State or any State Entity is located or any country in which Contractor is located or performs Services hereunder. If State believes that Contractor is using such

labor, then State may immediately terminate this Agreement in which event State shall have no liability whatsoever to pay compensation to Contractor, including for Services already performed.

7.3.2 Contractor represents and warrants that: (i) Contractor, Contractor Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Contractor Personnel), and all of their agents and business partners (collectively, "**Contractor Parties**") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (ii) Contractor Parties are not, and never have been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iii) Contractor will immediately notify State in the event that any of the Contractor Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Contractor Parties will comply with all applicable Transfer Control Laws.

7.3.3 Contractor acknowledges and understands that improper use of material non-public information may be a violation of the law, including the laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of this Agreement.

7.3.4 The Contractor Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

7.3.5 Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.

7.3.6 The Contractor Parties shall comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The Contractor Parties shall also comply with all State and State Entity policies and standards in effect during the performance of this Agreement, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

7.3.7 Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with all Applicable Laws, rules, or regulations. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Agreement by the Contractor.

7.3.8 Contractor hereby certifies as follows:

(a) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

(b) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq. throughout the duration of this Agreement.

(c) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

7.3.9 Contractor may be suspended, terminated, or debarred if it is determined that any of Contractor's certifications in Section 7.3.8 is false or Contractor has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

7.4 Permits and Licenses. Contractor acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Contractor Personnel in advance of their assignment in connection with Services. Contractor will obtain, at Contractor's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

8. PERFORMANCE STANDARDS, MONITORING AND MEASUREMENT.

8.1 Performance Levels. Contractor shall provide the Solution and perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable project documentation, Solutions Order, or Services Order as applicable. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and all applications and Deliverables, and the required periodic reporting of the status of all Services and such applications and Deliverables to State. In fulfilling its obligations under this Agreement, Contractor shall perform, and shall cause each Contractor Solution Partner to perform, all Services and all Deliverables to perform, in accordance with the response, resolution, and other support standards and timelines and such other systems availability and processing requirements as are set forth in the applicable Services Order (the "**Performance Levels**"). If State management, including the State Relationship Manager or Project Manager, provides feedback or performance assessments that identify areas requiring Contractor improvements, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response, including a formal mitigation action plan, within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

8.2 Non-Conformance.

8.2.1 Generally. If Contractor or any Contractor Solution Partner fails to meet any Performance Level or fails to perform its other obligations hereunder, Contractor shall immediately: (a) investigate and report to State on the causes of the failure; (b) prepare an action plan for State's approval to correct the failure; (c) advise State, as and to the extent requested by State, of the status of remedial efforts being undertaken with respect to such failure; (d) correct the failure and begin meeting the Performance Levels; and (e) take appropriate preventive measures so that the failure does not recur. In addition, failures to meet a Performance Level shall entitle State to receive liquidated damages and/or credits (as applicable) from Contractor, as provided in the applicable Services Order.

8.2.2 Software. All Software delivered by Contractor to any State Entity shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the State, any other State Entity or governmental agency, or any court having jurisdiction to contain a defect, to have a serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled,

the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation. The State Entity shall have the option of returning or replacing the defective Software at Contractor's expense. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense, provided the State determines the performance of such repairs and modifications is in the State's best interest. Payment for the Software shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under this Agreement.

8.3 Measurement Tools. Contractor shall utilize, and shall cause the Contractor Solution Partners to utilize, the necessary measurement and monitoring tools and procedures required to measure and report its performance against all Performance Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Levels. Contractor shall provide State with information and access to such tools and procedures, upon request, for purposes of verification. State also shall monitor and measure certain Performance Levels, and any discrepancy between Contractor and State measurements of the Performance Levels shall be resolved by reference to State's measurement and monitoring tools and procedures.

8.4 Proactive Monitoring. Contractor acknowledges and agrees that the performance of Services in accordance with this Agreement is critical to State's business and that State requires metrics to monitor such performance. Accordingly, at no cost to State, Contractor shall, and, if requested by State shall cause each Contractor Solution Partner to: (a) provide to State, on a quarterly basis, data (or metrics) regarding its progress in improving the quality and productivity of Contractor Personnel, including data on the number of Contractor Personnel, average experience, and turnover (overall and on a project basis); (b) provide to State, on a quarterly basis, data on each project covering such matters as productivity, quality and timeliness, new development productivity measures (function points per person/day, error rates per function point, etc.) and maintenance project measures (requests serviced weekly etc.); and (c) provide to State a log reflecting State open issues that is to be updated on a monthly basis. In addition to the periodic delivery described above, Contractor agrees to provide State with the foregoing information within fifteen (15) days of a request made by State for the same.

8.5 Coding Standards. If Contractor or a Contractor Solution Partner will be performing development, programming or other coding services under a Services Order and the Deliverables thereunder will be owned exclusively by State (pursuant to Section 12 below), Contractor or the applicable Contractor Solution Partner shall, with respect to such Services Order, be responsible for such specific coding and naming standards and conventions as may be provided by State in connection with certain of its and/or its third-party licensors' requirements, as well as such quality performance and productivity provisions and documentation requirements, if any, set forth in Exhibit G. Contractor shall, in addition, be responsible for imposing the applicable quality assurance requirements on Contractor Personnel. State shall have the right to conduct quality audits and to perform or witness inspections or tests of the Deliverables furnished hereunder at Contractor's facility, at sole cost of State, at any time during development and prior to delivery.

8.6 Quality Assurance. State may, at its option, employ consultants, including quality assurance consultants, for periodic review of any work or project, including evaluation of Change Orders and monitoring of compliance with Service Level Agreements and Performance Levels. References to State in this Agreement shall include such consultant to the extent State so indicates for that purpose. If so requested by State, State shall have the right to receive and review quality assurance reports produced by Contractor. Contractor shall accommodate reasonable State requests to expand or modify Contractor's quality assurance procedures for Projects in progress.

8.7 Material Defects. Contractor shall give State prompt notice if Contractor becomes aware of a material defect in any Deliverables or the performance of any Services or any issue that may affect Contractor's ability to implement the Solution, including all Guaranteed Functionality and Guaranteed Performance, in accordance with the timeline required by this Agreement.

9. DELIVERY AND ACCEPTANCE.

Each delivery and implementation of the Solution and Services or any additional applications at a State Site shall be subject to acceptance by State in accordance with acceptance testing procedures, as provided in the Solutions Order. An “**Acceptance Testing Plan**” for the Solution and Services shall be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by the State shall be incorporated into this Agreement. The Acceptance Testing Plan shall be based on full implementation of the Solution and Services and shall include testing procedures sufficient to demonstrate that (a) all functionality has been provided and performs in the applicable State Entity’s environment, in all material respects, in accordance with the Guaranteed Functionality; (b) the applications and deliverables meet the warranty requirements specified in this Agreement and the applicable Solution Order; (c) the applications and Deliverables, including any required modifications necessary to support each State Entity’s specific system code tables, default parameters, customizations, interfaces, if any, (d) the applications and Deliverables will perform at acceptable levels required to support the State’s implementation of the SVS and the operation of general and primary elections using such SVS; and (e) the applications and Deliverables will successfully complete an “election voting and processing” simulation. Testing procedures will include testing before, at, and after “go-live” as appropriate before the Solution “goes-live”, but the testing will continue after “go-live” as appropriate to verify that the applications and services meet applicable requirements in a full production mode. State representatives will have the right to be present during the Acceptance Test and review all test results. When the applications and Deliverables meet the requirements of the Acceptance Test, State will provide a written sign-off that Acceptance has occurred. If the applications and Deliverables fail to meet all material requirements of the Acceptance Test, Contractor will, at its sole expense, correct the deficiencies and the Acceptance Test will then be repeated. Acceptance will not relieve Contractor of responsibility for its warranties, support and maintenance obligations, or achieving the Performance Levels.

10. CHARGES, PAYMENT, AND TAXES.

10.1 Payments.² As further provided in Contractor’s fee proposal delivered by Contractor and accepted by State prior to execution of this Agreement (the “**Fee Schedule**”), and subject to the other terms and conditions of this Agreement, in consideration of Contractor’s agreement to provide the Solution to State, deliver necessary documentation, train State Personnel, and render related services in accordance with this Agreement, Contractor shall be entitled to be paid as follows:

10.1.1 Milestone Payments:

- (a) \$[X] on the Effective Date;
- (b) \$[X] following Contractor’s successful completion of the [August 2019] Installation Event by the applicable Installation Deadline;³
- (c) \$[X] following Contractor’s successful completion of the [November 2019] Installation Event by the applicable Installation Deadline;
- (d) \$[X] following Contractor’s successful completion of the [X] Installation Event by the applicable Installation Deadline; and
- (e) \$[X], following Contractor’s successful completion of the [Presidential Preference Primary 2020] Installation Event by the applicable Installation Deadline (the amounts described in this Section 10.1.1, the “**Milestone Payments**”)

² **Note to Contractor:** Subject to further review of Contractor’s Cost Model and proposed Fee Schedule.

³ **Note to Contractor:** The Installation Plan will provide that the Solution is made available to certain State Entities for use in the August and November 2019 municipal elections. Payments will be tied to Contractor achieving implementation for these elections.

10.1.2 Equipment Charges. The price for the Equipment ordered by a State Entity, as contemplated by the Fee Schedule, shall be set out in each applicable Solution Order (the “**Equipment Charges**”). Contractor shall deliver an invoice for the relevant Equipment Charges to the applicable State Entity in accordance with the following: (a) fifty percent (50%) of the Equipment Charges following State’s completion of initial Acceptance Testing and (b) the remaining fifty percent (50%) of the Equipment charged of the applicable State Entity’s confirmation that testing of the same has been satisfactorily completed at the State Site at which such Solution is to be implemented and administered as designated by the applicable State Entity.

10.1.3 T&M Rates. Except as provided in the Fee Schedule, this Agreement does not contemplate payment of Contractor for any of its work, overhead, or expenses on a time and materials basis. To the extent the Fee Schedule provides for such charges Exhibit G hereto provides Contractor’s rates (“**T&M Rates**”). Contractor shall not increase the T&M Rates during the Term.

10.2 Events Affecting Milestone Payments. If (a) an Installation Event does not occur by the applicable Installation Deadline or (b) the Installation Event does not occur at all (in either case a “**Missed Deadline**”), State shall receive, in addition to any discount for prompt payment set forth in Section 10.3, a discount of [X]% from the applicable Milestone Payment described in Section 10.1.1 (each a “**Missed Milestone Discount**”).

10.3 Invoices. Contractor shall submit invoices to the applicable State Entity (a) thirty (30) days prior to the anticipated completion of the applicable Installation Event to which a Milestone Payment relates; and (b) with respect to Equipment Charges, in accordance with Section 10.1.2. The applicable State Entity shall pay all undisputed correct invoices, which are timely submitted to it, within thirty (30) days of receipt. For invoices paid by a State Entity within fifteen (15) days of receipt such State Entity shall be entitled to a [X%] percent discount of the invoiced amount.

10.4 Disputed Charges. In the event State reasonably believes that any invoice submitted by Contractor contains any discrepancies or errors, State shall notify Contractor of such discrepancy(ies) or error(s). The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of State’s notification of dispute, Contractor will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Contractor has investigated such dispute and that Contractor considers the amounts due and payable and no longer in dispute. State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and State withholding payment of disputed charges as permitted under this Agreement will not permit Contractor to suspend or cease performance of the Services and Contractor shall continue to provide such Services.

10.5 Currency; Settlement Method. State may settle payments with Contractor using a procurement credit card. Should State choose to settle payments with this method, Contractor agrees to provide the State location with level 3 billing details as defined by the standards of the applicable card issuer.

10.6 State Status as Most Favored Customer. During the Term, Contractor shall offer to State and the State Entities the Solution, and any other Services which Contractor offers on a general basis to its other customers at prices at least as favorable as Contractor offers or provides to any Person. In comparing the prices offered by Contractor to other customers with the prices offered to State under this Agreement, (a) the fees paid by State hereunder for the applicable Solution shall be reduced by an appropriate amount to compensate for any installation, training, migration and other services provided by Contractor hereunder at no charge and to account for any credits provided by Contractor to State hereunder, and (b) the fees paid by any other Person for the applicable Solution shall be increased by an appropriate amount to compensate for any functionality or service that State receive as part of any such Solution that are not received by such other Person. State shall be entitled to receive, at its request, such information as may be relevant for purposes of determining Contractor’s compliance with this Section 10.6. State shall have the right to have independent auditors selected by State, reasonably acceptable to Contractor, review and copy Contractor’s books and records solely to determine if Contractor has complied with the terms of this Section 10.6,

provided that at no time shall Contractor be required to provide any State or Contractor confidential information (other than the pricing information), and all pricing shall be shown blindly (without other customer names or other means of identification) for applicable Solution or Services, as the case may be. State shall pay all fees associated with retaining such independent auditor. If any such audit reveals that Contractor charges State more than is permitted by this Section 10.6, Contractor shall promptly refund to State all excess charges.

10.7 No Other Charges; Expenses. Contractor acknowledges and agrees that the charges and fees described in this Section 10 shall be “all-inclusive” and represent the total cost for the Solution including all costs associated with all goods, software, and services to be provided Contractor pursuant to this Agreement, including (i) the SVS components described on each Solution Order, (ii) all Equipment described in the applicable Solution Order, (iii) the Training Services described in such Solution Order, and (iv) the Extended Warranty and all maintenance, support, and remedial action thereunder required to ensure the Solution and all components thereof are available to the ordering State Entity and function in accordance with the requirements of this Agreement. In no event shall State be liable for any amounts not described in this Section 10 or any other charges, fees, expenses, or costs incurred by Contractor, which Contractor failed to consider in its eRFP Response. Accordingly, no such expenses of any Contractor Party will be separately reimbursable by any State Entity.

10.8 Taxes.

10.8.1 The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor’s employee’s wages. The State is exempt from State and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Agreement, which verification is incorporated herein by reference.

10.8.2 By executing this Agreement the Contractor certifies it is either (a) registered with the State Department of Revenue and collects and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A. or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare this Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.

10.9 Books and Records.

10.9.1 GAAP Standards; Record Retention. Contractor shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Contractor’s prices and other charges billed to State under this Agreement and each Solution Order and Services Order. Contractor will maintain such books and records for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

10.9.2 Information Regarding Billing Questions. Contractor shall answer billing questions and provide State with such documentation as State may request pertaining to billing. Once per year and at the sole cost of State, Contractor shall provide State and State’s representatives with reasonable access to such books and records for purposes of auditing the fees under this Agreement and/or any Schedule or Services Order.

10.10 Audit. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to audit Contractor to achieve one or more of the following additional objectives: (a) verify the security and integrity of State’s and each other State Entity’s data and examine the systems that process, store, support, and transmit that data or (b) examine Contractor’s performance of, and conformance to the terms of, this Agreement, including,

to the extent applicable to the applications and services provided by Contractor and to the charges therefor, performing audits of (i) Contractor's practices and procedures, including its conformance with State policies with which it is obligated to comply under this Agreement and otherwise as reasonably necessary to enable State to confirm that Contractor is meeting applicable regulatory and other legal requirements for which it is obligated to comply under this Agreement; (ii) supporting information and calculations regarding compliance with Performance Levels, security standards for which Contractor is responsible hereunder or other required standards or levels of performance; and (iii) Contractor's disaster recovery and back-up procedures. State agrees to the following conditions in connection with such audits: (i) State will not unreasonably interfere with Contractor's normal business operations, (ii) Contractor is not entitled to review or see and other Confidential Information of other Contractor States except in an anonymized or redacted format, and (iii) all information disclosed during such site visit shall be considered Contractor's Confidential Information (unless the information Contractor possesses is already Confidential Information of the State or State Data). If as a result of any such audit State determines that Contractor has overcharged State, State will notify Contractor of the amount of such overcharge and provide Contractor with a report setting forth the determination of such overcharge. Upon such notice, Contractor shall promptly pay to State the amount of such overcharge, together with interest thereon at the Interest Rate calculated from the date of such overcharge until the date Contractor reimburses State. In addition, if such audit reveals an overcharge to State in any fee, cost, or charge billed by Contractor, Contractor shall reimburse State for the actual costs of such audit. In the case of a performance-related audit, Contractor and State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. State and Contractor agree to develop operating procedures for the sharing of audit and regulatory findings and reports related to Contractor's operating practices and procedures produced by auditors or regulators of either party. Evidence of criminal conduct uncovered by the State during an audit will be turned over to the proper authorities.

11.13 Delay of Payment Due to Contractor's Failure. If the State Entity in good faith determines that the Contractor has failed to perform or deliver any component of the Solution for which the State Entity is charged as required by the Agreement, the Contractor shall not be entitled to the compensation under this Agreement corresponding to such components until such components are delivered and/or conform to the requirements of this Agreement. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State's right to deduct such incurred costs shall not in any way affect the State's right to terminate this Agreement or any Solution Order or Services Order.

11.14 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State Entity and/or the State any sum under the terms of this Agreement, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

11. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY.

11.1 Disclosure of Confidential Information. Contractor and State acknowledge that, in the course of performance under this Agreement, one party (the "**Disclosing Party**") may intentionally or inadvertently disclose, deliver, or permit access by the other party (the "**Receiving Party**") to information, data, or materials which are, to the Disclosing Party, secret, proprietary, and/or confidential, including as may be so designated by statute, regulation, or common law, including, among others, by the form of the Uniform Trade Secrets Act adopted under Applicable Law (if any) and various applicable privacy laws. All of the foregoing information, data, and materials are referred to collectively in this Agreement as the "**Confidential Information**" as that term is further defined and described in Section 11.2.

11.2 Confidential Information. Without in any way limiting the generality of the definition of Confidential Information contained in Section 11.1, the term Confidential Information shall also expressly include all data, information, materials, and subject matter, works of authorship, methods, processes, techniques, systems, and know-how containing, recording, expressing, or embodying the Disclosing Party's (a)

products, both existing and under development during the Term, and all related documentation algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, and flow charts containing, comprised by or embodied in such products and (b) current or prospective businesses, business plans, states, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is (i) owned by the Disclosing Party, leased or licensed from third parties or held for the benefit of or in connection with its clients, states, business partners, or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledges and agree that where Contractor is the Disclosing Party, "Confidential Information" shall include only such information that Contractor has marked as "confidential", "proprietary", "trade secret", or otherwise redacted in accordance with eRFP Section 2.1.12.2.1 et seq. the terms of which are incorporated herein by reference, provided, however State reserves the right to determine if such information has been properly designated as such and whether it may or may not be disclosed by State.

11.3 Non-Disclosure and Non-Use. Except as otherwise permitted by eRFP, the Receiving Party shall hold all Confidential Information actually received in strictest confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express written consent of the Disclosing Party in each instance, except to the Authorized Recipients. In all events the Receiving Party shall handle, store, and maintain all Confidential Information actually received with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information. The Receiving Party shall not make any use of the Confidential Information whatsoever except such limited uses as are required under the Agreement. To the limited extent reasonably necessary for such permitted purposes, the foregoing right of use shall include the right to make a reasonable number of copies of the Confidential Information each of which shall be subject to Section 11.8. The use rights hereunder do not permit, and the Receiving Party is expressly prohibited from (a) performing any benchmarking or other comparative or competitive analysis of any Confidential Information for any purpose other than as required under this Agreement and (b) using, distributing, delivering, or disclosing the Confidential Information or any portion to any Person in violation of U.S. export regulations.

11.4 Confidentiality Exclusions. The Receiving Party shall have no obligation under Section 11.3 with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (a) was already known to it at the time of its receipt hereunder; (b) is or becomes generally available to the public other than by means of breach of this Agreement; (c) is independently obtained from a third party (other than any Authorized Recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; or (d) is independently developed by or on behalf of the Receiving Party without use of, reference to, or reliance on any Confidential Information. Furthermore the State, as Receiving Party shall have no obligation under Section 11.3 with respect to any information that State determines is required to be disclosed by Applicable Law including the provisions of the Georgia Procurement Manual, State Purchasing Act, or Georgia Open Records Act as provided in O.C.G.A. Section 50-18-70 et seq. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity to object to such disclosure and has provided reasonable assistance, at the cost of the Disclosing Party, in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

11.5 Privacy Regulations and Guidelines. This Agreement, the Solutions Orders, Services Orders, and the parties hereunder, may be governed by one or more privacy laws, regulations or guidelines including O.C.G.A. 21-2-379.24(g) and such others as may be designated by State from time to time (collectively, the "**Privacy Regulations**"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by the Receiving Party's obligations under Section 11.3: (a) the term "Confidential Information" shall further include all Nonpublic Personal Information,

Personal Information, material nonpublic information and Personal Data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the “**Regulated Information**”); and (b) the Receiving Party shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by the Receiving Party including all reporting, audit, access, third-party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to the Receiving Party under this Agreement is amended, and/or if any other state or federal law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Receiving Party acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 11.3. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees (i) it shall maintain, and shall require all Authorized Recipients to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide with information regarding such security measures upon the reasonable request of State and promptly provide State with information regarding any failure of such security measures or any security breach related to Regulated Information.

11.6 No Transfer of Rights. Nothing in this Agreement is, nor shall be deemed to be, any transfer, conveyance, assignment or waiver (by express license, implied license or otherwise) by the Disclosing Party of any Intellectual Property Rights it has or claims to have in the Confidential Information.

11.7 Data and Network Security.

11.7.1 Contractor is responsible for providing network security and security for such of its facilities where its servers or other network equipment are located. Contractor must ensure that such security standards meet State’s standards as to administrative, physical, and technical security. Contractor shall also comply with its own then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Contractor.

11.7.2 If, during the course of this Agreement, Contractor is creating, hosting, maintaining, processing or transmitting any State Confidential Information on or through any Contractor computer networks, data centers, labs, supporting environments, Web servers or other information technology resources (collectively “**Contractor Computer Systems**”), or is otherwise using any Contractor Computer Systems in connection with this Agreement, then with respect to all such Contractor Computer Systems, Contractor will, in accordance with industry best practices or higher standards that are in all cases no less than reasonable:

(a) Limit physical and electronic access to Contractor’s employees and essential third-party contractors, on a need-to-access basis, who have signed a written agreement that is at least as protective of the confidentiality and security of State Confidential Information as those provided in this Agreement;

(b) Implement and maintain technical access controls that, at a minimum, require unique identification and authentication of all users, restrict access to all data, software, or other file-system objects exclusively to those users who need such access to perform their job responsibilities, and limit administrator-level control to only authorized IT personnel;

(c) Implement and maintain transmission controls that, at a minimum, allow only the data protocols required for the function and management of each solution to be used or transmitted and insure the confidentiality, availability, and integrity of all transmissions;

(d) Implement and maintain firewall technology and intrusion detection software configured to minimize or eliminate hacking and other threats;

- (e) Implement and maintain protection against viruses, worms, Trojan horses, spyware, and other malicious code;
- (f) Perform routine reviews of logs files and system records for suspicious activity;
- (g) Perform regular reviews of relevant security notifications and alerts (e.g., notifications of bugs, attacks, and patches), and apply such patches and fixes as appropriate;
- (h) Implement and maintain disaster recovery, backup, and other contingency plans; and
- (i) Conduct regular security audits, reviews, and tests and systematically retain log files, system records, test plans, and other security documentation.

11.7.3 Contractor shall notify State immediately upon discovery or notification of any actual, potential or threatened Security Breach. Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Contractor's actions will include at a minimum:

- (a) Confirming the attack;
- (b) Denying access from the source of the attack;
- (c) Investigating and evaluating the extent of the damage, if any;
- (d) Backing-up the affected systems and those suspected to be affected;
- (e) Strengthening defenses everywhere, not just the suspected path that the attacker used, if possible;
- (f) Contacting Contractor's internet service provider and, subject to State's prior written approval, any law enforcement agency to work with Contractor's security team; and
- (g) Producing an incident report within twenty-four (24) hours detailing Contractor's findings and distributing the report to State.

11.8 Disaster Recovery – Requirements and Audit Procedure.

(a) Contractor's current disaster recovery plan and data backup procedures (the "**Disaster Recovery Plan**") are attached hereto as Exhibit K. During the Term, Contractor agrees to update the Disaster Recovery Plan at least annually to account for changes in the Solution or Services and to provide a copy of such updated plan to State within thirty (30) days of its completion.

(b) The Disaster Recovery Plan shall: (i) be designed to continue all applications provided to State that are critical to the overall operation and functionality of State operations notwithstanding the occurrence of a Crisis or Interruption; (ii) specify procedures and frequency of testing; and (iii) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide such applications in the event of a Crisis or Interruption. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up to keep such applications from becoming unavailable for a significant amount of time due to a Crisis or Interruption and to permit the related business operations of State to be re-instituted in a time period that permits the ongoing operation and functionality of the business to which such applications relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related

items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Contractor Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of State's and the Retailers' business to which the applications relate.

(c) If a Crisis or Interruption prevents Contractor from providing the Solution or Services to State, Contractor shall allocate its efforts and resources to restoring State's Services no less favorably to State than it allocates to any of its other states affected by the Crisis or Interruption.

(d) State reserves the right to conduct, either itself or through a third-party independent contractor selected by State, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Solution and Services in order to evaluate Contractor's compliance with security, confidentiality, or privacy obligations; detect and assess potential vulnerabilities; or evaluate Contractor's preparedness for contingencies that could affect the Solution and Services. Such audit and review shall be conducted upon State's reasonable request. After conducting an audit, State shall notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality, privacy, or other obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. The audit by State shall be conducted through a third-party independent contractor, and such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those applicable to State to protect Contractor's proprietary information.

(e) In addition to and not in lieu of State's rights to conduct an audit as described in this Section, once per year during the Term, Contractor will provide State with a written certification that Contractor has tested its architecture, systems, and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

11.9 Loss of Information; Equitable Relief. The remedy at law for any breach or threatened breach of this Section 11 shall be inadequate, and in addition to any other remedy available at law, in equity, or under this Agreement, the non-breaching party shall be entitled to seek to obtain injunctive relief without proof of irreparable injury and without posting bond. If there is any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly: (a) notify the Disclosing Party upon becoming aware thereof; (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure, losses or violation; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

11.10 Compliance by Contractor Solution Partners. Without limiting Contractor's obligations above, Contractor shall cause each Contractor Solution Partner to comply with the provisions of this Section 11 to the same extent that Contractor is required to comply with such provisions.

12. OWNERSHIP OF CONTRACTOR PRODUCTS; STATE DATA; THIRD-PARTY PRODUCTS.

12.1 Ownership of Contractor Products. State acknowledges that the Software, the Contractor data bases which are part of the Services, and all copyrights, patents, trade secrets, and other intellectual and proprietary rights therein and thereto (collectively the "**Contractor Products**") are and shall remain the exclusive and confidential property of Contractor or the third parties for whom Contractor is acting as agent or from whom Contractor has obtained the right to use the Contractor Products. For this purpose, the Contractor Products do not include the State Data, including any extract, database, output, reports or derivative works that include or are based on the State Data, or any business or transaction information produced by or for State using the Services or Software (the "**Output**").

12.2 State's Rights in Output. State may use the Output in conjunction with any services, software or equipment that State or State may choose. State or any contractor chosen by State may copy, use, and modify such data as Contractor provides State and the Output for purposes of meeting its internal business requirements. State may make an appropriate number of copies of the Contractor Products provided to State at its premises for back-up purposes only.

12.3 Confidentiality of State Data; File Security. Contractor acknowledges and agrees that any file or other information provided by any State Entity to Contractor, including any extract, database, output, reports or derivative works that include or are based on the State data, or any business or transaction information produced by or for a State Entity using the Services or Software (collectively the "**State Data**") shall be and remain the exclusive and confidential property of State. Except to the limited extent set forth in Section 12.4 below, Contractor shall treat as confidential and will not disclose or otherwise make available any State Data to any person other than employees of Contractor with a need-to-know. Contractor will instruct its employees who have access to the State Data to keep the same confidential by using the same care and discretion that Contractor uses with respect to its own confidential property and trade secrets. Contractor will provide reasonable security provisions to ensure that access to the State Data is available only to State. Contractor will hold and process the State Data of State and State's other vendors in systems that are physically and logically separated from other data of other States.

12.4 Contractor Use of State Data. Notwithstanding the foregoing, but subject to State's consent on a case-by-case basis, State will consider Contractor's request that Contractor be given the right to use such State Data as it ordinarily receives, and to distribute such State Data to third parties, in an anonymized and cleansed statistical and/or compilation forms in connection with other Contractor services. If so approved by State in writing on a case-by-case basis, State acknowledges that such statistics and/or compilations (which are not identifiable to State or State's location and do not include information otherwise subject to privacy or confidentiality requirements) may be used or resold by Contractor outside the scope of this Agreement.

12.5 Turnover of State Data. If so requested by State at any time before or after termination of this Agreement, Contractor shall provide copies of the State Data in Contractor's possession to State in such form as State may reasonably request together with such tables and instructions as State may require to extract or convert the information. Unless otherwise approved by State or necessary to carry out the transition/termination provisions of this Agreement, Contractor may not retain copies of the State Data following termination of this Agreement.

12.6 Unlimited Use of State Data and Output by State. State and its designees are free to extract, aggregate, use, store, modify, compile, retransmit, and distribute the State Data, including all Output, in any manner and for any purpose that State may desire, without being subject to any restriction on doing so that may be associated with the Contractor applications or any other Contractor Products. State may install and use its own or third-party providers' equipment and software to do so, and State and State may create and install its own or third-party providers' APIs to access and collect any of the State Data or applicable files at State's premises in such manner as State or State chooses.

12.7 Deliverables. The deliverables that Contractor actually provides to the State Entities under this Agreement may take the form of any Solution, the Services themselves or individual items of State-Specific Enhancements, Third Party Materials or Derivative Works & Improvements, or one or more of them. More likely, however, such deliverables, shall be composed of some combination of such Solution, State-Specific Enhancements, Contractor Products, Third Party Materials or Derivative Works & Improvements, or one or more of them created by linking, embedding, bundling or incorporating them with or into one-another. Such combination shall be referred to as "**Deliverables.**" Each party shall retain at all times its respective ownership rights of the Intellectual Property Rights in and to such party's respective Proprietary Materials components of the Deliverables under the terms of this Section 12 and neither party shall own the Intellectual Property Rights in and to the Deliverables as a whole.

13.

13.1 Third Party Materials. Neither Contractor nor any Contractor Personnel shall use any Third Party Materials in the performance of the Services nor introduce, embed, bundle, link, or incorporate Third Party Materials into or with any State Data or Output unless: (a) expressly requested by State or (b) disclosed to State by Contractor in writing in the applicable Solution Order or Services Order in connection with which Contractor desires to use them. If use of Third Party Materials is so permitted, Contractor shall supply them by either providing State: (i) with the applicable shrink-wrap license agreement governing the use of such Third Party Materials or (ii) with the applicable license agreement submitted by the owner or provider of such Third Party Materials generally to its states; or (iii) with all necessary use and/or license rights via pass-through or assignment to State, as well as all warranties and maintenance and support rights (if any) as provided by either the manufacturer of the applicable provider of such Third Party Materials or by Contractor on such manufacturers' behalf pursuant to a reseller or similar agreement therefor.

13.2 Open Source Software. The Solution may contain Third Party Materials subject to or governed by an open source license. Use by State, as part of the Solution, in accordance with this Agreement and normal operating instructions, of such open source license (in object code) procured by Contractor under a license commonly referred to as "open source," "free software," "copyleft," or "community source code license," including, without limitation, the GNU General Public License or Lesser General Public License (collectively, "OSS") is and will be in compliance with the terms of such OSS licenses. The use by State of the System in accordance with this Agreement does not require that the OSS included by Contractor in the System will be combined or merged with any proprietary software provided or separately operated by State.

13.3 Residuals. Subject to Section 11 (Confidentiality, Privacy and Data Security), Contractor, State or the applicable State Entities shall have the right to use for any purpose Residuals arising from this Agreement. For the avoidance of doubt, the foregoing shall not be deemed to grant to the receiving party a license to use the other party's copyright, patents, trademarks, source code, or other Intellectual Property.

14. BONDS & INSURANCE.

14.1 Bonds. Within ten (10) days of the Effective Date, Contractor shall obtain all bonds required by the eRFP and described on Exhibit I attached hereto and deliver a true, correct, and complete copy of the same to State.

14.2 Required Coverage. Contractor, at its sole expense, shall obtain and keep in force at all times during the Term insurance coverage for the benefit of Contractor and State, issued by insurance carriers licensed to do business in the State of Georgia with a minimum A.M. Best rating of A- as set forth in Exhibit I as that Exhibit may be updated and modified from time to time by State (provided Contractor is given a reasonable amount of time to review and meet such updated and modified insurance requirements).

14.3 Primary Policies. All insurance maintained by Contractor in compliance with this Agreement, shall be primary to any other insurance owned, secured, or placed on behalf of State, which insurance shall not be called upon by Contractor's insurer to contribute in any way. Contractor shall secure endorsements to this effect from all insurers of such policies.

14.4 Certificates. Within ten (10) days of the Effective Date, Contractor shall furnish State with certificates of insurance and necessary endorsements affecting coverage required by this Section 14. To the maximum extent permitted for each coverage type, the certificates and endorsements shall identify the contract number of this Agreement (as shown on the cover page), the State of Georgia, State, and the other State Entities as additional insureds and shall be signed by a person authorized by that insurer to bind coverage on its behalf. State reserves the right to require complete, certified copies of all required insurance policies, at any time.

14.5 No Cancellation. All policies herein shall expressly provide that such policies shall not be cancelled, allowed to lapse, terminated or materially altered (resulting in failure to comply with requirements set forth herein) without at least thirty (30) days prior written notice to State.

14.6 Waiver. To the extent permitted by its respective policies of insurance, Contractor hereby waives any right of recovery against State for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this Agreement. The parties do not intend to shift all risk of loss to insurance. The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Contractor may otherwise have under this Agreement. Similarly, the inclusion of the State of Georgia and the State Entities as additional insured is not intended to be a limitation of the Contractor's liability under this Agreement and will in no event be deemed to, or serve to, limit the Contractor's liability to the State or any State Entity to required insurance coverage, nor to limit State's rights to exercise any and all remedies available to the State Entities under this Agreement, at law or in equity.

15. REPRESENTATIONS AND WARRANTIES.

15.1 Warranties. Contractor hereby expressly represents, warrants, and covenants to State that:

15.1.1 Organization. It is a [corporation][limited liability company] duly organized, validly existing, and in good standing under the laws of the State of [●], and it is duly qualified to conduct business, and is in good standing, in the State of Georgia and every other jurisdiction in which the nature of its assets or its business would require it to so qualify.

15.1.2 Authority. (a) It has full power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations under this Agreement; (b) execution and performance of this Agreement shall not violate any law or breach any other agreement known to Contractor; and (c) Contractor will not assume any obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

15.1.3 Liens and Encumbrances. Contractor has good and valid title to the Solution and all Equipment or hardware components provided to the State Entities pursuant to the terms of this Agreement free and clear of any and all liens and encumbrances. All such items will be delivered, and title will transfer, to the applicable State Entity pursuant to Section 2.1.5 free and clear of all liens and encumbrances and State will be entitled to use the Solution and all other Deliverables in accordance with the terms of this Agreement without disturbance.

15.1.4 eRFP Bring Down. Each of the representations, warranties, guarantees, certifications, and similar assurances contained in Contractor's eRFP Response were true and correct in all respects as of the date of submission of Contractor's eRFP Response and shall be true and correct in all respects on and as of the Effective Date with the same force and effect as if made at and as of the Effective Date.

15.1.5 Non-Infringement. As of the Effective Date and throughout the Term:

(a) None of the Solution, Services, or other Deliverables, nor any portion or component thereof, nor State's use or possession of any of the foregoing as permitted under this Agreement, shall infringe or violate any right, title, or interest (including any Intellectual Property Right) of any third party.

(b) Contractor and/or all Contractor Personnel shall be the sole authors of the Solution and any Revisions thereto and Contractor has and shall have full and sufficient right, title and interest (including all Intellectual Property Rights) in and to the Solution.

(c) No claim of infringement has been threatened or asserted, or is pending against Contractor (or insofar as Contractor is aware, against any entity from which Contractor has obtained such rights) (the warranties set forth in clauses “(a)”, “(b)”, and “(c)” collectively the **“Non-Infringement Warranty”**).

15.1.6 Disabling Procedures. The Solution, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any “back door,” “time bomb,” “Trojan horse,” “drop dead device,” or other similar software routines or components designed to permit access or use of any State Entities’ computer systems by Contractor or a third party or to disable or delete any Solution or any data, computer hardware, or software operated or maintained by any State Entity;

15.1.7 Viruses. The Licensed Programs, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any Virus and prior to delivery to the State Entities, Contractor shall have used up-to-date, industry-accepted, corporate-enterprise, quality virus detection products to scan for and ensure the absence of Viruses. Contractor shall take all commercially reasonable steps to ensure that no Viruses are coded or introduced into any State Entities’ systems or into the systems used to provide the Services or operate the Solution;

15.1.8 EAC Certification. All relevant components of the Solution, any Upgraded Solution, and all Software, Equipment, and other components forming a part thereof for which certification by the U.S. Election Assistance Commission (“EAC”) is available have been, and will continue throughout the Term to be, certified by the EAC. Without limiting the foregoing, if at any time during the Term the Solution or any component (including Software and Equipment) forming a part thereof for which EAC certification is available ceases to be certified by the EAC, Contractor shall immediately notify State and at Contractor’s sole expense and at State’s option, (x) substitute a non-infringing, EAC certified, version of the offending component in a manner satisfactory to State so that the State Entities have continued access to a solution that still conforms to the functional and technical specifications required by this Agreement, or (y) cover all costs and expenses incurred by the State and State Entities in sourcing from a third party supplier a replacement component or solution that is certified by the EAC, including any difference between the fees that such supplier charges State and State Entities and those that would otherwise be payable by State or State Entities under this Agreement but for the loss of EAC certification.

15.1.9 Documentation. The Documentation meets industry standards, accurately reflects the operations features and functioning of the Solution, Services and Deliverables and shall in all events be written in the English language as well as such other languages as are required under the applicable Solution Order or Services Order.

15.1.10 Services. Contractor has all of the resources (financial or otherwise), personnel, experience, and know-how necessary for the successful and timely implementation of the Solution and performance of its obligations under this Agreement. All Services performed by Contractor (or its permitted subcontractors, if any) shall be so performed in accordance with all Applicable Laws and in a professional and workmanlike manner by adequate staff having the skills training and background requisite to perform them in accordance with the highest prevailing standards and best practices in the industry.

15.1.11 Operations Conducted Lawfully. Contractor has conducted, and at all times during Term will conduct, its business in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively. Contractor has not been charged with, nor is Contractor in receipt of any notice or warning of, or to the knowledge of Contractor, under investigation with respect to, any failure or alleged failure to comply with any provision of any Applicable Law with respect to its business, the Solution, or the Services to be provided pursuant to this Agreement. Contractor has all licenses, permits, approvals, authorizations, registrations, certificates, variances or similar rights issued by any governmental authority required with respect to the operation of its business and the delivery of the Solution and the Services. All such permits are in full force and effect and Contractor is in compliance with the same.

15.1.12 Solution and other Deliverables. During the Term the Solution and all Deliverables and each module or component and function thereof, and to the maximum extent applicable, all Services performed hereunder, shall:

(a) be free from defects and material and workmanship under normal use shall remain in good working order;

(b) function in all respects in accordance with the specifications and criteria stated in the applicable Solution Order or Services Order, including the Functional Requirements and all programs with which they must interoperate as specified on the Solution Order, and in accordance with all other warranties set forth herein and in the applicable Solution Order or Services Order (the “**Specifications Warranty**”); and

(c) perform the Guaranteed Functionality in accordance with the Guaranteed Performance, and, in addition, to the extent the Guaranteed Functionality and Guaranteed Performance do not meet the requirements of State as it may be conducted at one or more later identified State Sites, the Solution is reasonably capable of being modified, enhanced or otherwise customized by Contractor or State or its State Contractors to meet such requirements without necessity of substantial new development other than as may be related to localization of the Solution at each respective State Site.

15.1.13 Compliance with Regulations. The Guaranteed Functionality and Guaranteed Performance of the Solution, either by itself or in conjunction with such Third Party Materials as may be identified by Contractor, shall contain features and functionality that permit State, or the applicable State Entity, to comply either through use of the Solution as delivered or via no more than *de minimis* parameterization and/or configuration, with those industry and/or governmental regulations (and the data formats, records, reporting or communications standards required to be utilized to comply with such regulations) affecting State at each State Site (“**Regulation Compliant**”).

15.1.14 Third Party Materials. If the warranties to Third Party Materials passed-through and assigned to State under Sections 12.7 and 15.2 are not substantially similar to the warranties received by State from Contractor hereunder with respect to the Solution and other Deliverables, or if Contractor is not permitted to pass-through and assign such warranties, then Contractor shall obtain comparable warranties from the owner, licensor, or other providers of the applicable Third Party Materials or Contractor shall take appropriate action to ensure that such Third Party Materials are otherwise compliant with the warranties in this Section 15.1 including that they are free of Viruses, preventative routines, and disabling procedures.

15.1.15 Independent Contractors. Contractor represents and warrants that it has complied with, and covenants that during the Term, it shall continue to comply with all laws, rules, and regulations required by appropriate government authorities of independent contractors, including the appropriate withholding, reporting, and payment of all required taxes.

15.1.16 Conflicts of Interest. Contractor has not violated, and shall not violate during the Term, the provisions of O.C.G.A. Section 45-10-20 et seq. Without limiting the foregoing, neither Contractor nor any of its Affiliates or any of their respective Representatives has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any Applicable Law.

15.2 Construction of Warranties. All warranties made by the Contractor and/or subcontractors in all provisions of this Agreement, whether or not this Agreement specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Software, Licensed Programs, and Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licensed Programs, and Services provided by the Contractor. Contractor shall assign and pass through to the State Entities all applicable Software publishers' warranties,

covenants and indemnification provisions. The representations, warranties, and covenant of this Section 15.1 apply at all times during the Term.

15.3 Remedies.

15.3.1 Remedies. In the event the State or any other State Entity asserts any claim, demand, dispute relating to the subject of this Agreement Contractor shall continue to perform its obligations hereunder, and if any such dispute is finally resolved in State's favor and any State Entity as to whether a claim for breach of any representation, warranty, or covenant contained in this Agreement, shall not affect Contractor's obligation to fulfill its remedy obligations to the State Entities hereunder. If any such dispute is finally resolved in State's favor, State shall be reimbursed for the cost of all reasonable remediation services performed by Contractor, subject to State substantiating the same. Disabling Procedures, Preventative Routines and Viruses. In addition to all other remedies at law and under this Agreement, Contractor agrees to notify State immediately upon discovery of any actual, potential or threatened breach of the warranties in Sections 15.1.6 or 15.1.7, and, if State discovers or reasonably suspects any Viruses to be present in any component of any Solution, State-Specific Enhancements or other Deliverables, Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) such Viruses and carry out any recovery necessary to remedy any impact of such Viruses.

15.3.2 Interference with Services. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

16. INDEMNIFICATION.

16.1 Contractor Indemnification. Contractor agrees to defend, indemnify, and hold harmless State, its State Entities, and all parties making authorized use of the Deliverables, and each of their respective directors, officers, employees, and representatives (the "**Indemnified Parties**") from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) to the extent incurred in connection with or arising out of: (a) any inaccuracy or breach of a representation or warranty of Contractor set forth in this Agreement or any agreement, instrument, or certificate, or document delivered in connection herewith (including Contractor's eRFP Response); (b) any breach or failure to comply with any covenant or agreement made by Contractor in this Agreement or any agreement or instrument delivered in connection herewith; (c) any negligent, intentional or wrongful act or omission of the Contractor or any Contractor Personnel; (d) any breach of contract; (e) any third-party claims of infringement or other violations of Intellectual Property Rights; (d) any failure of the Solution or the Services to comply with applicable specifications, warranties, and certifications under this Agreement or Contractor's eRFP Response; (e) claims, demands, or lawsuits that, with respect to the Solution, Equipment, or any parts thereof, allege product liability, strict product liability, or any variation thereof; (f) any failure by Contractor or Contractor Personnel to comply with Applicable Law; or (g) any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States. Contractor acknowledges and agrees that no delay in notifying Contractor shall relieve Contractor of its obligations under this Section 16.1. Contractor may not agree to any settlement that could have an adverse impact on any State Entity, as applicable, without State's prior written consent.

16.2 Assumption of Defense. State shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If Contractor does not promptly commence fulfillment of its defense obligations for any indemnified claim or litigation resulting therefrom, State may defend against such claim or litigation in such manner as it may deem appropriate, including settling such claim or litigation, after giving notice of the same to Contractor, on such terms as State may deem appropriate but after prior written consent from Contractor signed by the designated person signing this Agreement, and no action taken by State in accordance with such defense and settlement shall relieve Contractor of its indemnification obligations herein with respect to any loss, liability, or damages resulting therefrom.

16.3 Infringement Related Remedies. In addition to and without in any way limiting or excluding Contractor's indemnification obligations, if any party makes any claim or allegation of infringement against State or State Entity based on State's or a State Entity's use of a Deliverable in accordance with the terms of this Agreement and State or any State Entity is actually enjoined from using any Deliverables (or, if Contractor earlier believes that such claim may arise), Contractor shall, at its own cost and expense, and at its option: (a) procure for State a license to continue using the allegedly or potentially infringing materials of nature and scope identical to that contained in this Agreement and without loss, diminution or degradation in the manner of performance or functionality or (b) modify the allegedly or potentially infringing materials so as to make them non-infringing without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)" or "(b)" above after good faith efforts undertaken for a reasonable period of time, then Contractor shall, at its own cost and expense: (c) procure for State and the State Entities a license to a third-party product (including, if required, engaging a third-party to develop such product on commercially reasonable terms) that will serve as a replacement for the allegedly or potentially infringing materials without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)," "(b)" or "(c)" above after good faith efforts undertaken for a reasonable period of time, on commercially reasonable terms, Contractor promptly shall refund to State all amounts paid by State under the Services Order (including any expenses and fees for Third Party Materials) pursuant to which the applicable materials were created.

16.4 Duty to Reimburse State Tort Claims Fund. To the extent any damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the **Fund**"), the Contractor (and its insurers) agrees to fully reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

17. TERM AND TERMINATION.

17.1 Term. This initial term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of ten (10) years (the "**Initial Term**"). State shall have the option to extend this Agreement for a period of up to ten (10) successive periods of one (1) year each (each a "**Renewal Period**") under the same terms and conditions of this Agreement as in effect during the Initial Term, which options may be exercised by the issuance of a "Notice of Award Amendment" by State no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Period. Without limiting Contractor's obligations under Sections 17.6 and 17.7, in the event the parties wish to renew beyond the expiration of the tenth Renewal Period, or in any event if the parties wish to negotiate a new agreement, all volume credits earned in the prior terms, and at least the same level of Discounts therefor, shall be carried forward to such renewed or new agreement. As used throughout this Agreement, all references to the "**Term**" shall be construed to include the Initial Term, all Renewal Periods, and any Transition Assistance Period.

17.2 Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64, this Agreement will terminate immediately and absolutely if the State determines that adequate funds are de-appropriated such that the State cannot fulfill its obligations under the Agreement, which determination is at the State's sole discretion and shall be conclusive. Further, the State may terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for any one or more of the following reasons effective immediately without advance notice:

17.2.1 The revocation or loss by the Contractor of any certification or license required in connection with Contractor's provision of the Services, including EAC certification of any applicable component of the Solution;

17.2.2 State determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

17.2.3 Contractor fails to comply with confidentiality laws or provisions; and/or

17.2.4 Contractor furnished any statement, representation, or certification in connection with this Agreement or the bidding process which is materially false, deceptive, incorrect, or incomplete.

17.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute "cause" permitting the State to declare the Contractor in default of its obligations under this Agreement:

17.3.1 Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the State's satisfaction, any material requirement of this Agreement, individually, in each case in whole or in part or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

17.3.2 The State determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur, including in connection with Contractor's inability or unwillingness to meet the milestones or timelines described in any Solution Order or Services Order;

17.3.3 Contractor fails to make substantial and timely progress toward performance of this Agreement;

17.3.4 Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

17.3.5 Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;

17.3.6 Contractor has engaged in conduct that has or may expose the State or any State Entity to liability, as determined in the State's sole discretion; or

17.3.7 Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of the State, a State Entity, or any other Person.

17.3.8 Notice of Default. State may terminate any Solution Order or Services Order or this Agreement, in the event that Contractor materially breaches any term of such Solution Order or Services Order or this Agreement and fails to cure such breach within the time period specified in State's notice of such breach. thirty (30) calendar days of receiving written notice thereof from the non-breaching party. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State may (i) immediately terminate this Agreement without additional written notice; and/or, (ii) procure substitute Software, Licensed Programs or Services from another source and charge the difference between this Agreement and the substitute contract to the defaulting Contractor; and/or (iii) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. For the avoidance of doubt the parties acknowledge and agree that the items listed in Section 17.3 shall each constitute a material breach. If termination occurs prior to the date of Final Acceptance or the 2020 Presidential Preference Primary, whichever is later, and such termination is as a result of Contractor's breach, including Contractor's failure to cure any material defect in any Solution or other Deliverable within any applicable cure period established in this Agreement, then State may elect to terminate this Agreement and Contractor shall immediately (i) refund all applicable Milestone Payments paid by State and (ii) reimburse State for any travel expenses, professional services, out-of-pocket costs and expenses and shipping costs incurred in connection with any terminated Solution Order or Services Order and de-installation and removal of the Deliverable from the State Site.

17.4 Convenience. State may at any time for any reason or no reason, terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for its sole convenience for any reason whatsoever.

17.5 Effect. Termination of a Solution Order, a Services Order or this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Subject to Section 17.6 and Section 17.7 upon termination or expiration of this Agreement upon request of the State Entity, the Contractor shall:

17.5.1 Cease work under this Agreement or the applicable Solution Order or Services Order and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the this Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State may require;

17.5.2 Immediately cease using and return to the State Entity any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

17.5.3 Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement;

17.5.4 Cooperate in good faith with the State Entity, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

17.5.5 Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

17.5.6 Payment Limitation in Event of Termination. In the event of termination of this Agreement, a Solution Order, or any Service Order, for any reason by the State, the State shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually delivered and satisfactorily performed up to and including the date of such termination. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Agreement in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of this Agreement, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Agreement or the bidding process.

17.5.7 In such case, State shall pay for all Services Orders and Solution Orders and Deliverables to the extent delivered and satisfactorily performed by Contractor until the date of such termination. If this Agreement is terminated, Contractor will complete all Services in process under all then-outstanding Solution Orders and Services Orders and adhere to all terms and conditions outlined in this Agreement, including all credits and Discounts.

17.6 Transition and Termination Assistance. If State decides to discontinue use of any applications or services, Contractor will, at State's option, provided that State agrees to pay Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to State's requirements so that State or third-party contractors contractor(s) selected by State are properly equipped to meet those requirements (the "**Termination Assistance**"). As part of the Termination Assistance, (a) Contractor and State will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed and (b) Contractor will provide State with tables and instructions for extraction of data and reports and conducting testing procedures incident to such migration.

17.7 Continuance of Services. Notwithstanding anything contained in this Agreement to the contrary, upon any termination or expiration of this Agreement or any Schedule relating to the provision of applications or services by Contractor, Contractor shall, if requested by State, continue to provide the applications or services and accept additional Solutions Orders and/or Services Orders for up to two (2) years or such longer period as the parties may mutually agree (the "**Transition Assistance Period**") in the manner described herein and in the applicable Schedule and provide such additional assistance as mutually

agreed upon between the parties and as reasonably necessary for State to effect an orderly transition of operational responsibilities for the terminated applications or services. Such termination assistance may include: (a) providing reasonable assistance to State in establishing or transferring all processes; (b) assisting State with the execution of parallel processing and testing; (c) doing all things and providing all information reasonably necessary for an orderly transition with reasonable continuity of operations; and (d) carrying out such other activities as the parties may agree is necessary.

17.8 No Abandonment. Contractor represents, warrants and covenants that, during the Term, it shall not "Abandon" this Agreement (or any Schedule) or application or service obtained by State thereunder. For purposes hereof, "Abandon" or "Abandonment" means the threatened or actual intentional refusal by Contractor to provide or support any of the solutions or perform any of the services in breach of its obligations under this Agreement (or any Schedule). If Contractor breaches or threatens to breach this Section, Contractor agrees that State will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, State shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided State follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of its obligations under the Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by State except to require that State establish that Contractor has committed an Abandonment.

18. MISCELLANEOUS.

18.1 Notice. All notices to be given to the parties hereunder shall be in writing and shall be deemed to have been given and be effective when delivered personally or if sent by certified mail, return receipt requested, postage prepaid addressed to the parties at the addresses set forth below.

If to State:

2 Martin Luther King Jr. Drive,
West Tower, Atlanta, Georgia 30334
Attention: Chief Operating Officer

with copies to:

Attention: General Counsel

If to Contractor:

Attention: _____

with copies to:

Attention: _____

18.2 No Exclusivity. Unless expressly provide in a Solutions or Services Order, State has the right, at any time and without any notice or duty to account to Contractor, to have services performed by State's own employees or State Entities or, subject to the terms and conditions of this Agreement, to purchase any equipment or services from any other individual or entity, subject at all times to its compliance with this Agreement. Nothing contained in this Agreement shall constitute a minimum purchase commitment by State, and Contractor has not relied on any representation, verbal or written, to the contrary.

18.3 Language. The headings as to the contents of particular sections of this Agreement are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in this Agreement, which are utilized in the information technology outsourcing industry or in State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.

18.4 Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in Section 18.1 (Notice) above, and hereby waives all jurisdictional and venue defenses otherwise available to it.

18.5 Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00). All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

18.6 Assignment.

18.6.1 This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding anything contained herein to the contrary, State may assign to any other State Entity, in whole or in part, State's right, title, interest and obligations under this Agreement or any Solutions Order or Services Order which relate to items purchased by State on behalf of such State Entity, without Contractor's consent. State's assignment pursuant to this Section 18.6.1 of any payment obligations to another State Entity shall be limited to the extent of that State Entity's interest or use of the subject matter hereof and shall constitute a full and complete novation of State's liabilities and obligations with respect thereto and Contractor shall recognize the State Entity to which such obligations were assigned as State's successor-in-interest with respect to such obligations and will exclusively look to such State Entity for the discharge of all such liabilities and obligations, provided, however State will continue to be Contractor's sole point of contact with respect to this Agreement in accordance with Section 18.23.

18.6.2 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment, except as described in Section 18.6.1, shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

18.7 Covenant Against Pledging. Contractor agrees that, without the prior written consent of State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from any State Entity under this Agreement for any reason whatsoever. To the extent State permits Contractor to

assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from State under this Agreement, Contractor will continue to be State's sole point of contact with respect to this Agreement, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against any State Entity.

18.8 No Liens. Contractor will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of State or any other State Entity. In the event that any such liens arise as a result of the Contractor's action or inaction, Contractor will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Contractor.

18.9 Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of State or any of the other State Entities to Contractor. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other State Entities to State or the discretionary powers or authority of State to the other State Entities.

18.10 No Waiver. The failure of either party at any time or times to enforce or require performance of any provision contained in this Agreement shall in no way operate as a waiver or affect the right of such party at a later time to enforce such provision.

18.11 Entire Agreement. This Agreement (together with its Exhibits, all executed Solution Orders and Services Orders, and all attachments thereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof; provided, if the parties have entered into a Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall survive and govern the parties' obligations as set forth in such agreement between the execution date thereof and the Effective Date. Although State may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof. Typewritten or handwritten additions, initialed by both parties, shall supersede any pre-printed provisions of this Agreement. Subject to the foregoing, each Solution Orders and Services Orders hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Agreement.

18.12 Amendment. This Agreement may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State, then the State must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to this Agreement must be in writing and fully executed by duly authorized representatives of the State and the Contractor.

18.13 Severability. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject, or otherwise unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the Applicable Law.

18.14 Time is of the Essence. Time is of the essence with respect to Contractor's performance of the terms of this Agreement. Contractor shall ensure that all personnel providing Software, Licenses and Services to the State are responsive to the State's requirements and requests in all respects

18.15 Independent Contractor. Contractor and all Contractor Personnel are independent contractors and neither Contractor nor any Contractor Personnel shall be deemed an employee of State. Contractor is and shall remain the employer of all Contractor Personnel and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and

other similar benefits, if any) and other compensation, of all Contractor Personnel. Contractor shall be responsible for the payment of all federal, state, and local withholding taxes and workers compensation, and, at the reasonable request of State, Contractor shall provide to State evidence that all of such payments have been made. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither Contractor nor any Contractor Personnel shall have the right to bind State to any contract, agreement, or obligation.

18.16 Joint/Several Liability. If the Contractor is a joint entity, consisting of more than one Person, all such Persons shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations. Contractor acknowledges and agrees that the liability of each State Entity shall be several and not joint.

18.17 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Contractor and State any rights or remedies under or by reason of this Agreement.

18.18 Survival. All provisions of this Agreement that, by their terms, are intended to survive shall expressly survive any termination or expiration of this Agreement, including Section 3, Section 11, Section 12, Section 15 and Section 16.

18.19 Publicity. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Notwithstanding the foregoing, the Contractor Parties each agree that no acknowledgment or other information concerning the Agreement or the Services and/or Deliverables provided hereunder will be made public by the Contractor Parties without the prior written agreement of State. Further, the Contractor Parties shall not use State's, any State Entities' or their parent company's name, photographs, logo, trademark, or other identifying characteristics or that of any State Entity without State's prior written approval.

18.20 Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

18.21 Interpretation; Intent of References to Bid Documents. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitations" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The words "herein," "hereby," "hereunder," "hereof," and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The references to the parties' obligations, which are contained in this Agreement, are intended to supplement or clarify the obligations as stated in the eRFP and Contractor's eRFP Response. The failure of the parties to make reference to the terms of the eRFP or Contractor's eRFP Response in this Agreement shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the eRFP and the Contractor's eRFP Response. The contractual obligations of any State Entity cannot be implied from Contractor's eRFP Response.

18.22 Force Majeure. Neither party shall be liable for, or be in breach of this Agreement because of, any delay or failure to perform its obligations under this Agreement or thereunder resulting from any acts of God, war, insurrection, terrorism or the public enemy (collectively, "**FM Events**"). A party that experiences a FM Event shall give the other party prompt written notice of the FM Event. The affected party shall use reasonable efforts to work around or to overcome the FM Event and to resume full performance under this Agreement as soon as practicable. Occurrence of FM Events will not excuse the backup and disaster

recovery obligations of Contractor. Contractor will follow normal procedures for classification, resolution, resolution and escalation of incidents, even if the incident is caused by an FM Event. If an FM Event causes a material failure or delay in the performance of any applications or services for more than five (5) consecutive days, State may, at its option, and in addition to any other rights State may have, procure such applications or services from an alternate source until Contractor is again able to provide them, and Contractor shall be liable for all payments made and costs incurred by State required to obtain such applications and services from such alternate source during such period. If an FM Event causes a material failure or delay in the performance of any application or services for more than thirty (30) consecutive days, State may, at its option, and in addition to any other rights they may have, immediately terminate each affected Schedule and Services Order without liability to Contractor. State shall not be required to pay the fees that may have otherwise been payable for any period of time in which any substantial part of the Solution and Services are not provided as a result of an FM Event.

18.23 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18.24 State Entity Representative. Notwithstanding anything contained in this Agreement to the contrary, each of the State Entities other than State hereby appoint State to serve as their representative and State accepts such appointment, to act for and on behalf of such State Entities with respect to this Agreement. Each of the State Entities acknowledges and agrees that any decision, act, consent, or instruction taken or given by State pursuant to this Agreement shall be and constitute a decision, act, consent or instruction of all State Entities and shall be final, binding, and conclusive upon the State Entities, and Contractor and its Affiliates may rely upon any such decision, act, consent or instruction of State on behalf of the other State Entities. The State Entities hereby agree to release State from and waive any and all claims and liabilities based on any claim that an action authorized hereunder to be taken by the State on behalf of the other State Entities is not binding on, or enforceable against, any such State Entity.⁴

18.25 Order of Precedence. In the case of any inconsistency or conflict among the specific provisions of this Agreement (as amended), the Exhibits attached hereto, the eRFP (including any subsequent addenda), Contractor's eRFP Response, and the Documentation, the order of precedence shall be, notwithstanding any terms that may be contained in the eRFP, Contractor's eRFP Response, or the Documentation (including any statement that purports to change the order of precedence described herein, incorporate additional or inconsistent terms, or amend documents having precedence), as follows:

18.25.1 First, by giving precedence to the specific provisions of this Agreement.

18.25.2 Second, by giving precedence to the specific provisions of the Exhibits attached hereto.

18.25.3 Third, by giving precedence to the specific provisions of the eRFP.

18.25.4 Fourth, by giving precedence to the specific provisions of the Contractor's eRFP Response, except that objections or amendments by a Contractor contained in Contractor's eRFP Response that have not been expressly accepted by the State in writing shall not be included in this Agreement and shall be given no weight or consideration.

19. DEFINITIONS AND INDEX OF PREVIOUSLY DEFINED TERMS.

This Section 19 provides definitions for capitalized terms used but not previously defined in this Agreement and indexes capitalized terms used and previously defined in the Section in which they first appear as indicated by bold type. The definitions in this Section apply to such capitalized terms in both their singular

⁴ **Note to Contractor:** Subject to Intergovernmental Agreement between the State and other State Entities.

and plural forms. This Section 19 does not apply to those terms capitalized only to comply with grammatical conventions.

19.1 **“Abandon”** and **“Abandonment”** have the meanings set forth in Section 17.8.

19.2 **“Acceptance Test”** is defined in Section 9.

19.3 **“Acceptance Test Plan”** is defined in Section 9.

19.4 **“Agreement”** is defined in the Initial Paragraph of this Agreement.

19.5 **“Applicable Law”** means all applicable provisions of any constitution, statute, common law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted or issued by any Governmental Authority or arbitrator or arbitration panel.

19.6 **“Application Programs”** is defined in Section 2.1.1(ii).

19.7 **“Authorized Recipients”** means those employees, consultants or agents of the Receiving Party to whom disclosure is required to carry out this Agreement and any Order hereunder and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (including, but not limited to an undertaking to implement and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Regulated Information) but shall expressly exclude such individuals or entities as may, at the election of the parties, be identified on a list bearing the signatures of the parties and attached to and incorporated into this Agreement.

19.8 **“Bankruptcy Code”** is defined in Section 3.1.4.

19.9 **“Change Control Form”** is defined in Section 5.2.

19.10 **“Change Order”** is defined in Section 5.2.

19.11 **“Change Request”** is defined in Section 5.2.

19.12 **“Change Response”** is defined in Section 5.2.

19.13 **“Confidential Information”** is defined in Section 11.1.

19.14 **“Configuration Services”** means the services described in Section 4.1.

19.15 **“Contractor”** is defined in the initial paragraph of this Agreement.

19.16 **“Contractor Affiliates”** means those entities that are: (a) directly or indirectly, through one or more intermediaries, controlled by Contractor, whether such control is effective by ownership of equity interests, contract or otherwise; and (b) expressly identified by Contractor to State and State agrees to their inclusion on Exhibit D.

19.17 **“Contractor Computer Systems”** is defined in Section 11.7.2.

19.18 **“Contractor’s eRFP Response”** means Contractor’s submission in response to the eRFP including all materials submitted in connection therewith and, for the avoidance of doubt, all responses to the Mandatory Response Worksheet, questionnaires, and other attachments or links released with the eRFP.

19.19 **“Contractor Licensed Programs”** means those Licensed Programs identified on the applicable Solution Order as being licensed by Contractor.

19.20 **“Contractor Parties”** is defined in Section 7.3.2.

19.21 **“Contractor Personnel”** is defined in Section 6.2.

19.22 **“Contractor Products”** is defined in Section 12.1.

19.23 **“Contractor Relationship Manager”** is defined in Section 6.1.

19.24 **“Contractor Solution Partner”** is defined in Section 1.3.

19.25 **“Contractor System Proposal”** is defined in Section 4.1.2.

19.26 **“Crisis”** means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Solution or Services and any additional applications provided by Contractor to State becoming unavailable for a significant amount of time.

19.27 **“Deliverables”** is defined in Section 12.7.

19.28 **“Delivery & Acceptance Notice”** means a written notice substantially in the form of Exhibit J.

19.29 **“Derivative Works & Improvements”** has, collectively, the meaning ascribed to the term “derivative work” in Title 17 U.S.C., and “improvement” in Title 35 U.S.C., but in all events shall apply to additions, changes, or other statutorily specified new material appearing for the first time in the applicable item or work hereunder.

19.30 **“Designated Licensed Programs”** is defined in Section 5.1.1.

19.31 **“Disabling Procedures”** means any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Services and Deliverables, any hardware, data or other electronically stored information, or computer programs or systems.

19.32 **“Disaster Recovery Plan”** is defined in Section 11.8(a).

19.33 **“Disclosing Party”** is defined in Section 11.1.

19.34 **“Discounts”** shall mean the discounts set forth on Exhibit H, if any.

19.35 **“Documentation”** means all written materials related to any Services or Deliverables (including any component of any Solution) that are supplied by Contractor to State hereunder, including any and all installer's, operator's and user's manuals, training materials, guides, functional and/or technical specifications, commentary, listings and other materials, (including all materials describing interoperability with other hardware or software), in any or all media, for use in conjunction with the applicable Services or Deliverables (including any component of any Solution), in all cases in sufficient form and content to allow for first and frontline personnel comprehension thereof. If such Deliverables are discrete computer software applications, Documentation shall include such reasonable descriptions as would allow a third party of reasonable skill and experience in information technology to operate, maintain, customize and parameterize such Deliverables and their related Source Code.

19.36 **“Effective Date”** is defined in the initial paragraph of this Agreement.

- 19.37 **“Equipment”** is defined in Section 2.1.1(iv).
- 19.38 **“Equipment Charge”** is defined in Section 10.1.2.
- 19.39 **“Extended Warranty”** is defined in Section 4.3.
- 19.40 **“Extended Warranty Period”** is defined in Section 4.3.
- 19.41 **“eRFP”** is defined in Section 1.1.
- 19.42 **“Fee Schedule”** is defined in Section 10.1.
- 19.43 **“Final Acceptance”** means the receipt by Contractor of written notification from State that all Services and Deliverables under a given Services Order have been reviewed and tested by State as a whole and found to: (a) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties; and (b) conform to Contractor's representations and warranties in this Agreement.
- 19.44 **“Fixed Fee”** is defined in Section 10.1.3.
- 19.45 **“FM Events”** is defined in Section 18.22.
- 19.46 **“Functional Requirements”** is defined in Section 4.1.1.
- 19.47 **“Fund”** is defined in Section 16.4.
- 19.48 **“Generally Accepted Accounting Principles”** means United States generally accepted accounting principles.
- 19.49 **“Governmental Authority”** means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body.
- 19.50 **“Guaranteed Functionality”** is defined in Section 1.2.
- 19.51 **“Guaranteed Performance”** is defined in Section 1.2.
- 19.52 **“Impact Analysis”** is defined in Section 5.3.
- 19.53 **“Implementation Schedule”** is defined in Section 4.2.
- 19.54 **“Implementation Services”** is defined in Section 4.2.
- 19.55 **“Indemnified Parties”** is defined in Section 16.1.
- 19.56 **“Initial Acceptance”** means the receipt by Contractor of written notification from State that any particular Services or Deliverables under a given Services Order have been reviewed and/or tested by State and found to: (i) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties and (ii) conform to Contractor's representations and warranties in this Agreement.
- 19.57 **“Initial Term”** is defined in Section 17.1.
- 19.58 **“Installation Deadline”** is defined in Section 2.1.3.

19.59 **"Installation Event"** is defined in Section 2.1.3.

19.60 **"Installation Plan"** is defined in Section 2.1.3.

19.61 **"Intellectual Property Rights"** means all right, title and interest, including all copyright rights, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof) and trademark rights as well as all proprietary rights (including Trade Secrets) and moral rights (including the rights of authorship and attribution and subsequent modification) throughout the world whether under the laws of the United States, any of its several states or any foreign jurisdiction and whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

19.62 **"Interest Rate"** means the lesser of eighteen percent (18%) or the maximum rate permitted by Applicable Law.

19.63 **"Interruption"** means any material, or continuing, or repeated suspension or interruption in the supply of the Solution or Services by or on behalf of Contractor to State, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Solution or Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

19.64 **"Key Personnel"** is defined in Section 6.5.

19.65 **"Licensed Programs"** means all operating system software and other software programs (including all Contractor Licensed Programs and Third Party Licensed Programs) provided by Contractor hereunder.

19.66 **"Major Revisions"** is defined in Section 2.3.

19.67 **"Maintenance Services"** is defined in Sections 2.1.1(v).

19.68 **"Mandatory Requirements"** is defined in Section 1.2.

19.69 **"Milestone Payment"** is defined in Section 10.1.1(e).

19.70 **"Missed Deadline"** is defined in 10.2.

19.71 **"Missed Milestone Discount"** is defined in Section 10.2.

19.72 **"Non-Infringement Warranty"** is defined in Section 15.1.5(c).

19.73 **"Operating Program"** is defined in Section 2.1.1(iv).

19.74 **"OSS"** is defined in Section 13.2.

19.75 **"Output"** is defined in Section 12.1.

19.76 **"Performance Levels"** is defined in Section 8.1.

19.77 **"Performance Requirements"** is defined in Section 4.1.1.

19.78 **“Person”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust, or other entity of any nature.

19.79 **“Privacy Regulations”** is defined in Section 11.5.

19.80 **“Project Manager”** is defined in Section 6.4.

19.81 **“Proprietary Materials”** means: (a) all runtime and non-runtime machine-readable, executable object code, human readable source code, in any language whatsoever (including HTML, CGI, XML, Java, Visual Basic and C) and on any operating or database platform, system or environment whatsoever (including Windows, Unix, Linux, DB2, J2EE, Oracle, SQL or any mainframe) as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code; (b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium; (c) all published and unpublished works of authorship including audio-visual works, "look and feel," artwork, illustrations, images, photographs and printed or graphic matter; (d) all tangible materials, including all prototypes, models, designs, files, templates libraries (.dll or otherwise), tools, graphics, screen displays and/or their other user interface components or "look and feel" (as that phrase is understood and applied under Title 17 U.S.C.), creative content, algorithms, formulae data, information, reports and technologies; (e) business and technical requirements and system designs and architectures in any form or medium

19.82 **“Receiving Party”** is defined in Section 11.1.

19.83 **“Regulated Information”** is defined in Section 11.5.

19.84 **“Regulation Compliant”** is defined in Section 15.1.13.

19.85 **“Renewal Period”** is defined in Section 17.1.

19.86 **“Residuals”** means any information in intangible form that is not protectable under copyright or patent law, or protected as a trade secret or other intellectual property right including any ideas, concepts, know-how or techniques contained therein.

19.87 **“Revision”** is defined in Section 2.3.

19.88 **“Security Breach”** means (i) unauthorized physical or technical access to any Contractor Computer System; (ii) any circumstance that may constitute or result in, any unlawful or unauthorized acquisition, access, loss, theft, use or disclosure of any Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties; (iii) any breach or attempted breach of the security of any Confidential Information, Regulated Information, or State Data, or of any of the controls of any of the Contractor Parties intended to protect the same; or (iv) any other circumstances or events that could compromise the privacy or security of any of the Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties.

19.89 **“Service Level Agreements”** means the service levels to be maintained by Contractor throughout the Term as more fully described in a Services Order or Services Order Attachment.

19.90 **“Services”** is defined in Section 2.1.1.

19.91 **“Services Order”** means a written instrument signed by an authorized signatory of State or a State Entity and an authorized representative of Contractor substantially in the form of Exhibit B. Such Services Order will include any requirements, considerations, or objectives which differ from the general provisions of this Agreement and not otherwise address in a Solution Order; for example, the intent of the parties with

respect to any rights to particular developments (intellectual property), specific Milestone Events and/or Milestone Dates and/or quality and warranty considerations, special fees, and all such other particular objectives, considerations, or requirements in conjunction with the delivery of Services by Contractor. Except as otherwise specifically provided in such Services Order, each Services Order shall be governed by the terms of this Agreement.

19.92 **“Services Order Attachment”** is defined in Section 4.5.

19.93 **“Site Specifications”** means the reasonable environmental specifications as relate to utilities, temperature, and humidity conditions, which Contractor suggests are maintained at the State Sites for efficient operation and use of the Solution at those State Sites.

19.94 **“Software”** is defined in Section 2.1.1.

19.95 **“Solution”** is defined in Section 1.1.

19.96 **“Solution Order”** is defined in Section 2.1.1.

19.97 **“Source Code”** means a copy of the complete source code corresponding to the object code of a given Deliverable, as applicable, plus any pertinent commentary or explanation (including any and all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, and control logic) that may be necessary to render such source code understandable and useable by a reasonably trained computer-programming expert who is generally familiar with information technology systems in the financial and banking sectors. The source code shall include all Documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such source code. Insofar as the development environment employed for the development, maintenance, and implementation of any source code includes any device, programming, or Documentation not commercially available to State on reasonable terms through readily known sources other than Contractor, the source code shall include all such devices, programming, or Documentation. The foregoing reference to "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Contractor for the development, maintenance, and implementation of the applicable source code.

19.98 **“Special Programs”** is defined in Section 2.1.1(ii).

19.99 **“Specifications”** means the technical and business requirements of State described in a given Solution Order or Services Order, including all technical detail and design specifications, functionality matrices, requirements definition, request for proposals, proposals, gap analysis, requirements for project management, relevant project considerations, objectives, Milestone Events and/or Milestone Dates, and Performance Levels set forth therein.

19.100 **“Specifications Warranty”** is defined in Section 15.1.12(b).

19.101 **“Standard Liquidated Damages”** is defined in Section 2.1.6.

19.102 **“State”** is defined in the initial paragraph of this Agreement.

19.103 **“State Contractor”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust or other business organization duly recognized under the laws of its applicable jurisdiction that provides services to State or any State Entity.

19.104 **“State Data”** is defined in Section 12.3.

19.105 **“State Entity”** means the State, any county, division, or subdivision in the State of Georgia, and any other state, local, executive, or other public authority, agency, department, bureau, division, unit, or body of the State.

19.106 **“State Relationship Managers”** is defined in Section 6.1.

19.107 **“State Site”** means the 159 locations of the State Entities at which the Solution is to be implemented and such other locations as may be designated by State from time to time.

19.108 **“Support Services”** is defined in Section 2.1.1(iii).

19.109 **“SVS”** is defined in Section 1.1.

19.110 **“T&M Rates”** is defined in Section 10.1.3.

19.111 **“Term”** is defined in Section 17.1.

19.112 **“Termination Assistance”** is defined in Section 17.6.

19.113 **“Termination Assistance Period”** is defined in Section 17.7.

19.114 **“Third Party Licensed Programs”** means those Licensed Programs identified on the applicable Solution Order as being licensed by a Contractor Solution Partner.

19.115 **“Third Party Materials”** means all Proprietary Materials the Intellectual Property Rights for which are owned, by an individual or entity other than State and/or State Entities) and Contractor (including Contractor Affiliates).

19.116 **“Trade Secrets”** means any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to either party and is not generally known in the industry. Each party acknowledges that the Trade Secrets of the other party have been developed by that party at great expense and with the considerable effort of skilled professionals. Each party also acknowledges that the Services and Deliverables under this Agreement may of necessity incorporate Trade Secrets.

19.117 **“Training Services”** is defined in Section 4.4.

19.118 **“Transfer Control Laws”** is defined in Section 7.3.2.

19.119 **“Transition Plan”** is defined in Section 17.6.

19.120 **“Upgraded Solution”** is defined in Section 2.3.

[This space intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Master Solution Purchase and Services Agreement to be executed by their duly authorized representatives as of the date first written above.

By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT A

To Master Solution Purchase and Services Agreement

FORM OF SOLUTION ORDER

SOLUTION ORDER

THIS SOLUTION ORDER is dated this _____ day of _____, 20__ (“***Solution Order Effective Date***”) and is subject to the terms of the Master Solution Purchase and Services Agreement (the “***Agreement***”) dated as of _____, 2010 by and between _____ (“State”) and _____ (“***Contractor***”). Unless otherwise defined herein, all capitalized terms used herein have the same meanings as is set forth in the Agreement, which is hereby incorporated by reference. State or the undersigned State Entity hereby orders delivery for the following pieces of Solution from Contractor. Contractor agrees to deliver the items ordered herein in accordance with the Agreement and in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively.

EQUIPMENT, SOFTWARE, DELIVERY DATES AND PURCHASE PRICE(S)

<u>Equipment and/or Licensed Programs</u>	<u>Date(s) of Delivery</u>	<u>Delivery Location</u>	<u>Quantity</u>	<u>List Price</u>	<u>Price After Applying Discounts</u>

TOTAL PURCHASE PRICE:

MAINTENANCE SCHEDULE

Contractor shall provide Maintenance Services for the following Software and Equipment:

<u>Software</u>	
<u>Equipment</u>	

IMPLEMENTATION FEES

Contractor shall provide Implementation Services for the following Equipment:

<u>Equipment</u>	<u>Timeline</u>	<u>Fees</u>

TOTAL IMPLEMENTATION FEES:

\$

TRAINING SCHEDULE

Contractor shall provide Training Services as more fully set forth below:

[INSERT DESCRIPTION OF TRAINING SERVICES]

Billing Address:	Shipping Address:
_____	_____
_____	_____
_____	_____
Contact Name: _____	Contact Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
State ID No.: _____	

Contractor Support Person

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Contractor Salesperson

Name: _____

Phone: _____

Fax: _____

E-mail: _____

State IT Sourcing Leader

Name: _____

Phone: _____

Fax: _____

E-mail: _____

FULL EQUIPMENT AND SOFTWARE DESCRIPTIONS

[INSERT FULL DESCRIPTIONS OF EACH EQUIPMENT COMPONENT ORDERED HEREUNDER BY:
MFG, TYPE, MODEL, CONFIGURATION, QUANTITY]

Please Return This Solution Order To:

Contractor Address: _____

ATTN: _____

IN WITNESS WHEREOF, the undersigned have executed this Solution Order as of the Solution
Order Effective Date.

STATE

By: _____

Name: _____

Date: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Date: _____

Title: _____

ATTACHMENT 1 TO SOLUTION ORDER NO. ____

Installation Site Specifications

ATTACHMENT 2 TO SOLUTION ORDER NO. ____

Functional Requirements

ATTACHMENT 3 TO SOLUTION ORDER NO. ____

Contractor System Proposal

ATTACHMENT 4 TO SOLUTION ORDER NO. ____

Implementation Schedule

ATTACHMENT 5 TO SOLUTION ORDER NO. ____

Maintenance Terms And Conditions

ATTACHMENT 6 TO EQUIPMENT ORDER NO. ____

Training Schedule

Exhibit B

To Master Solution Purchase and Services Agreement

FORM OF SERVICES ORDER

Exhibit C

To Master Solution Purchase and Services Agreement

INSTALLATION PLAN

Exhibit D

To Master Solution Purchase and Services Agreement

LIST OF PERMITTED CONTRACTOR SOLUTION PARTNERS

Exhibit E

To Master Solution Purchase and Services Agreement

CHANGE CONTROL FORM

As Required by Section 6 of the Agreement

1. Contract Information. This change control form is provided pursuant to and governed by Section 6.2 of the Master Solution Purchase and Services Agreement entered into between State and Contractor as of _____ ("Agreement"). Any term used but not defined in this Change Control Form will have the meaning given to it in the Agreement. Once this Change Control Form is signed by both parties below it shall be deemed a Change Order.

Contract Control No.	Change Order No.	For Solution Order or Services Order No.
-----------------------------	-------------------------	---

2. Party Information.

Name Of Requesting Party:	Name of Party to whom Submitted:	Date Submitted:

3. Change Request. (Attach additional pages referencing this Section as required.)

Change to: (identify one only)	Description of Requested Change
<input type="checkbox"/> Deliverable <input type="checkbox"/> Services Task	

4. Impact Analysis. (Required to be filled-out with all Change Requests submitted by Contractor and as part of all Change Responses returned to State by Contractor as part of a State submitted Change Requests. Attach additional pages referencing this Section as required.)

Resource Impact:	
Cost Impact:	
Timing Impact:	
Date Response Delivered	

5. Change Response - Acceptance or Rejection of Change Request.

HAVING RECEIVED, UNDERSTOOD AND AGREED with this Change Control Form, (check only one) ☐ STATE ☐ Contractor hereby (initial one):

_____ accepts the Change Request and desires to proceed with the change requested hereon.

_____ rejects the Change Request and does not desire to proceed with the change requested hereon and hereby terminates such request.

6. Change Order. If this Change Control Form is signed by both parties below it shall be deemed a Change Order and shall become a part of the Solution Order or Services Order to which it relates, shall be governed by this Agreement and shall be attached thereto as if initially entered into as part of a Solution Order or Services Order.

State ENTITY	CONTRACTOR

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 55 of 64

AUTHORIZED SIGNATURE & DATE SIGNED	AUTHORIZED SIGNATURE & DATE SIGNED
_____	_____
PRINTED NAME & TITLE	PRINTED NAME & TITLE

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 56 of 64

Exhibit F
To Master Solution Purchase and Services Agreement

PROHIBITED PERSONS LISTS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 57 of 64

Exhibit G

To Master Solution Purchase and Services Agreement

QUALITY PERFORMANCE, PRODUCTIVITY, AND DOCUMENTATION REQUIREMENTS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
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Exhibit H

To Master Solution Purchase and Services Agreement

PRICES, DISCOUNTS, RATES AND FEES, AND CREDITS

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 59 of 64

Exhibit I

To Master Solution Purchase and Services Agreement

INSURANCE

A. PERFORMANCE BOND

Contractor shall furnish a performance bond or an irrevocable letter of credit to the State for the faithful performance of the Agreement in an amount equal to 100% of the value of the Agreement as determined by the State. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State within ten (10) calendar days of the date the Agreement is awarded, but in any event, prior to the beginning of any contract performance by the Contractor.

B. MINIMUM INSURANCE COVERAGE

1.1 Workers' Compensation and Employer's Liability - Statutory Workers Compensation as required by the laws of all jurisdictions (other than the State of Georgia) in which Contractor Personnel are physically present to perform the Services and/or the premises at which such Services were performed, and Employers' Liability with a minimum limit of not less than \$1 Million per occurrence. In the State of Georgia, Contractor shall maintain Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Any self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims. In addition, Contractor shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- Bodily injury by accident - per employee \$100,000;
- Bodily injury by disease - per employee \$100,000; and
- Bodily injury by disease – policy limit \$500,000.

1.2 Commercial General Liability (CGL) - On a per occurrence basis, including (a) products / completed operations coverage; (b) independent contractors protective coverage; and (c) contractual liability coverage, which coverage must specifically cover Contractor's indemnification provisions contained herein (but net of intellectual property indemnification which shall be covered by the policies required in Section 1.5 below). The CGL policy must be maintained in effect for ten (10) years following the date of expiration or termination of the Agreement. The CGL policy shall provide for the following minimum coverage.

- Each Occurrence Limit - \$1,000,000;
- Personal & Advertising Injury Limit - \$1,000,000;
- General Aggregate Limit - \$2,000,000; and
- Products/Completed Ops. Aggregate Limit - \$2,000,000.

1.3 Automobile Liability - Covering all non-owned and hired vehicles utilized in the performance of the Agreement with a combined single limit of not less than \$1 Million per occurrence (inclusive of amounts under Contractor's umbrella policy).

1.4 Professional Errors & Omissions – Coverage, which shall include, but not be limited to, loss or damage resulting from errors and omissions, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to software, internet, network and e-business activities, claims of code misappropriation, code theft, copyright and/or trademark infringement with an aggregate limit of no less than \$3 Million per claim. If the policy is issued on a claims-made

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 60 of 64

basis, either an extended reporting period of not less than ten (10) years following the expiration or termination of the Agreement shall be provided; or such coverage must be maintained in effect for ten (10) years following the date of expiration or termination of the Agreement. The retroactive date shall not precede the (signature) date of the Agreement.

- 1.5 Commercial Fidelity and Crime Insurance – Coverage with a limit of not less than \$1,000,000 per occurrence, including coverage for or the benefit of State in the event of loss of money, securities or property third party legal liability, or fraud arising out of or in connection with the acts or omissions of Contractor Personnel in an amount not less than \$1 Million per loss.
- 1.6 Cyber-Liability Insurance - Coverage \$15,000,000 per occurrence covering liability for transmission of a virus, hacker damage, theft or unauthorized disclosure of private information, theft of digital ID, cyber business interruption, cyber extortion, and consumer and client coverage.
- 1.7 Excess or Umbrella Liability Insurance - Coverage on a follow-form basis, with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 as an annual aggregate, in excess of the following insurance coverages described above: Worker's Compensation Insurance and Employer's Liability Insurance coverage; Commercial General Liability Insurance; and Automobile Liability Insurance coverage.

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 61 of 64

Exhibit J

To Master Solution Purchase and Services Agreement

FORM OF DELIVERY & ACCEPTANCE NOTICE

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
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Exhibit K
To Master Solution Purchase and Services Agreement
DISASTER RECOVERY PLAN

Initials of Authorized Representative of State _____	Initials of Authorized Representative of Contractor _____
State Master Equipment Purchase and Services Agreement	Confidential Page 63 of 64



RFX Addendum Form

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: See GPR
eMail Address: vfavors@sos.ga.gov	Telephone: (404) 656-0998
Addendum Number: 2	Date: 03/27/2019

The purpose of this addendum is to submit the updated copy of the eRFP Document. The update is to page 19 list of eRFP Attachments the Contract Exception Form has been added as Attachment V.

All other information remain the same.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Supplier's Name

Signature

Printed Name and Title



RFX Addendum Form

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: See GPR
eMail Address: vfavorites@sos.ga.gov	Telephone: (404) 656-0998
Addendum Number: 3	Date: 03/28/2019

The purpose of this addendum is to submit the following documents from the Prebid Conference scheduled March 28, 2019 at 10:00a.m.:

**Pre-Bid Sign In Sheets
Powerpoint Presentation**

The Transcript from the prebid meeting will be posted at a later date.

All other information remain the same.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Supplier's Name

Signature

Printed Name and Title



Bidders/Offerors' Conference Sign-in Form

State Entity Name: Secretary of State Office
Solicitation Number: 47800-SOS0000037
Solicitation Name: Statewide Voting System
Date: March 28, 2019

COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
Know inc	Bob Schmiedt	3259 Eaglewatch Dr Woodstock GA 30189	770-490-0856	bbschmiedt@earthlink.net
Rep MARC MORRIS	GARY Smith	Cummins Ga 2515 EDGEWATER RD	706 3449480	ESSmith41@Yahoo.com
Danika Fanner DOAS	Danika Fanner	200 Piedmont A+L 30303	404 657 2186	danika.fanner@doas.ga.gov
Jared Thomas	Danika			
Dominion Voting Systems	Jared Thomas	1801 Peachtree Rd. Atlanta 30308	4-663 -3646	jthomas@dominionvoting.com
Dominion Voting Systems	BARRY HEERON	346 WILKIN AVE LAWRENCE, OH 43143	419 350 8455	barry.heeron@dominionvoting.com
HART INTERCIVIC	Wayne Broxton	15500 Wells Fort Dr. Austin, TX 78728	850-322 1300	wbroxton@hartinc.com
Secretary of State	Verneicher Fawers	2 MLK SE DR Ste 820, W Tower Atlanta, GA 30334	404 636- 0998	vfavorsel@sos.ga.gov
DOAS	Carrie Steele	2 MLK JR DR A+L 30334	404 63- 5554	carrie.steele@doas.ga.gov
HART	Graham Thompson			graham@thompsonvotinggroup.com



COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
ESIS	Job Cameron	5682 Herbormist Dr. Powder Springs, GA 30127	678-412-9895	job.cameron@essvote.com
ESIS	Mac Beeson	5609 Crossfield Dr Raleigh, NC 27613	919-943-9446	mbeeson@essvote.com
Tenex Software Solutions	Jay Bollenbacher	5402 W. Carroll Tampa, FL 33607	813-321-8795	jay.bollenbacher@tenexsolutions.com
L12 THROGG	SELF	612 CLIFTON RD NE ATL	678-613-0088	Lthrogg a HM
ES.S	TOM O'BRIEN	11128 JOHN GALT BLVD OMAHA, NE 68137	402 321-3860	TOBRIEN@ESSVOTE.COM
WABE	Johnny Kauffman		574-841- 0711	jkauffman@ wabc.org
ClearBallot	Bill Murphy	20 Oliver St Boston MA	813-583 3668	Bill.Murphy@ clearballot.com
Kate Brunback AP	Kate Brunback	101 Marietta St. Suite 2450 Atlanta, GA 30306	404-522 8971	Kbrunback@ a.p.org
LP Georgia	TED METZ	6231 DODGE RD SW Mableton GA 30126	404-831-9288	ted.metz@ LPGEORGIA.COM
G CPA	Helen Butler	501 Pulliam St. Atlanta, GA 30312	404 653-1199	hbutlergcpa @gmail.com
voterGA	Garland Favorto	220 Tallow Box Dr Roswell GA 30076	404 664 4044	garlandf@ voterGA.net
Smartmatic	Jeff Scott	130 W County Club Dr Pineville VA 20132	571 231 0391	jeff.scott@ Smartmatic.com
Smartmatic	Shawn Adams	1960 Satellite Blvd Duluth	770-255- 9649	Sadams@atlantafirm.com



Bidders/Offerors' Conference Sign-in Form

State Entity Name: Secretary of State Office
 Solicitation Number: 47800-SOS0000037
 Solicitation Name: Statewide Voting System
 Date: March 28, 2019

COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
SMARTMATIC	KEVIN SHELLEY	1501 BROOKS SOUTH PARKWAY BOCA RATON FL 33487	TD 3 967 8223	KEVIN.SHELLEY@SMARTMATIC.COM
Smartmatic	Edwin Smith	Same	720- 349-1775	edwin.smith@smartmatic.com
—	Peggy Barrett	1346 Anselm Pl Alt		
SM	Caitlin O'Don			codea@sos.ga.gov
SOS	Michael Barnes	8th Floor		mbarnes@sos.ga.gov
LUNGA	ELI SARTIN macanua	800 JOHNSON FLD	404 314 3154	egmacanua@gmail.com
VOTER 6A CLEAR BALLOT	ARON RUSKITA	601 WESTER DR. DICKENS 30033	404 315 0406	ARXARON@GMAIL.COM
Democratic Party of Georgia	SARA JINDALL GHABRIEL	501 WILLIAM STW STE 400 ATLANTA 30312	678 278 2016	SARATGA@GeorgiaDemocrat.org
Madelen Shaw	Remita Shannon	74/4 Park Lane DLCatv	404 797 3915	
hansa Wakenen	→			



COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
SPD	Alicia Pope	200 Piedmont Ave. SE	4. 657. 4282	alicia.pope@dsas.ga.gov



Secretary of State

Statewide Voting System
Pre-Bid Conference
Request for Proposal # 47800-SOS00000037

West Tower, 15th Floor, Room 1514 A/B

March 28, 2019



Agenda

- ☐ Welcoming Remarks
- ☐ Introductions / General Information
- ☐ eRFP Overview
- ☐ Closing Remarks
- ☐ Team Georgia Marketplace Tips (Optional)



Secretary of State – Election Division

- The Georgia Secretary of State maintains the Voter Registration System (“eNet”), builds ballots for each federal, state, and county election, and creates Electronic Poll Book (“Epoll”) files.
- State law provides for a uniform voting system where every county uses the same type of voting equipment. Georgia has 159 counties and 159 election superintendents who run elections for each respective county



List of eRFP Attachments

Attachment A : State Entity eRFP

Attachment B: Special Term Definitions from Section 1.6 “Definition of Terms”

Attachment C: Background and Scope of Work

Attachment D: Mandatory Response Worksheet ★

Attachment E: Mandatory Scored Response Worksheet ★

Attachment F: Cost Worksheet ★

Attachment G: Litigation and Default ★

Attachment H: References ★

Attachment I: Election Management System Form ★

Attachment J: Polling Place Scanner Form ★

Attachment K: Central Scanning Device Form ★

Attachment L: Ballot Marking Device Form ★

Attachment M: Electronic Poll Book Data Management System (EPDMS) Form ★

Attachment N: Electronic Poll Book (EPoll) Form ★

Attachment O: Potential Equipment Distribution

Attachment P: Supplier Q & A Worksheet

Attachment Q: Tax Compliance Form

Attachment R: Certificate of Non-Collusion

Attachment S: Department of Audits Immigration and Security Form

Attachment T: Systems and Jurisdiction ★

Attachment U: Contract

Attachment V: Contract Exception Form



Purpose of Procurement – Attachment A

This eRFP is being issued to establish a contract with a qualified Supplier, who will provide a new Statewide Voting System to the Secretary of State-State of Georgia.

- Restrictions on Communicating with Staff (Section 2.1.2)
- Submitting Questions (Section 2.1.3)
- Scoring Criteria (Section 6.4)



Special Terms/ Definitions – Attachment B

Absentee In-Person Voting (Advance Voting) – the time period set by law, three weeks before an election, whereby voters may cast an in-person absentee ballot.

Electronic Poll Book (“EPoll”) – combination of hardware and software that allows election officials to review and maintain voter registration information including voter lookup, verification, identification, precinct assignment, and ballot assignment.

General Election – Election usually held the first Tuesday after the first Monday in November where candidates are elected to office.

Overvote – a casting of more selections per race or ballot issue than allowed.



Background and Scope of Work – Attachment C

- HB 316 requires that in-person voting be conducted on ballot marking devices that print a voter handled verifiable paper ballot.
- It also requires that any new voting system be certified by the U.S. Election Assistance Commission. HB 316 passed the Georgia General Assembly on March 14, 2019.
- Scope of Work – Overall areas of content to emphasize in responses.



Mandatory Response Worksheet– Attachment D

RFP NAME: Statewide Voting System				
RFP NUMBER: 47800-SOS0000037				
SUPPLIER:				
Attachment D - Mandatory Questions				
Suppliers must answer all the questions in this spreadsheet in the cell provided.				
<u>Failure to answer these questions will result in disqualification of the proposal.</u>				
Suppliers must indicate whether their proposal meets each individual requirement and provide a supporting narrative. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attchts with Additional Information?" column to provide additional information about specific questions. Documents not requested in this column will not be evaluated.				
DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.				
Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attchts with Additional Information?	Attachment File Name
Proposal Factors				
1	EAC Certified. The proposed SVS must be certified by the U.S. Election Assistance Commission (EAC) and must have obtained (at minimum) EAC certification in conformance with the Voluntary Voting System Guidelines (VMSG) Version 1.0. Provide EAC certification documentation.		Yes	0-1 EAC Certification
2	Voter-Handled Paper Ballot Verification. The proposed SVS solution must provide a voter verifiable paper ballot for every vote cast. The proposed SVS must produce a physical, voter-handled ballot containing the voter's selections from the input made by the voter. It must also facilitate navigating, marking, and reviewing the displayed ballot on the Ballot Marking Device (BMD) that can be printed, scanned, imaged, and tabulated by the Polling Place Scanner (PPS) and Central Scanning Device (CSD). Provide example BMD and Absentee by Mail ballots created by the proposed SVS.		Yes	0-2 Example Ballots



Mandatory Scored Worksheet - Attachment E

RFP NAME: Statewide Voting System

RFP NUMBER: 47800-SOS0000037

SUPPLIER:

Attachment E - Mandatory Scored Questions

Suppliers must answer all the questions in this spreadsheet.

Failure to answer these questions will result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Upload Attchts with Additional Information?	Attachment File Name
1	Business Background and Financial Capability		
1.1	Describe the history of your business and organizational structure. Describe the organization and ownership structure to include parent companies, divisions, subsidiaries, headquarters, and regional offices. List key personnel including personnel that would supervise implementation of the proposed SVS and provide a CV or resume for each person uploaded as "Organizational Structure."	Yes	1-1 Org Structure
1.2	Describe your prior experience providing a similar solution to the proposed SVS and include how long you have offered this type of solution. Explain why the system is proposed as a solution for Georgia.	Yes	1-2 SVS Experience
1.3	Complete the attached form titled "Systems and Jurisdictions Implemented" to list jurisdictions where you have implemented a similar solution to the proposed SVS. Include the name, size and type of jurisdiction, the year of implementation, type of system implemented, and other details to explain the applicability of the comparison with Georgia.	Yes	1-3 Implementations
1.4	Describe how your company is financially positioned to handle a project of this size and scope under the timeframe required.	Yes	1-4 Financial Narrative
2	Election Management System (EMS)		
2.1	Complete the attached form titled "Election Management System" and include narrative.	Yes	2-1 EMS



Cost Worksheet - Attachment F

- The purpose of the Cost Model for this eRFP is to provide a fixed price fee structure for initial purchase and a total cost of ownership for a ten (10) year period so that the Suppliers' responses can be compared equitably.
- Pricing information should support and demonstrate the ability to cover all costs associated with the requirements and as detailed in your responses to the Mandatory Scored Questions.
- Note that the Cost Model Evaluation will include the initial ten (10) year term of the contract.
- The initial cost through December 31, 2021 to fully purchase, distribute, implement, and train all GASOS employees and counties (fully loaded) will be considered under and constrained by the budget proposal as defined by the Georgia General Assembly.



Litigation and Default - Attachment G

List all litigation, contract breaches, and events of default in the past ten years.
(Reference Question 5 on Mandatory Response Worksheet)

ATTACHMENT G LITIGATION AND DEFAULT

List all litigation, contract breaches, and events of default you have been a party to in the past ten years.					
REF #	CUSTOMER NAME	DATE	LITIGATION	CONTRACT BREACHES	DEFAULTS
1			YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>



References - Attachment H

Provide a list of current and past clients that have implemented a similar voting system solution to the proposed Statewide Voting System. (Reference: Question 7 on the Mandatory Response Worksheet)

ATTACHMENT H

REFERENCES

Provide a list of current and past clients that demonstrate successful implementation of a similar voting system solution to the proposed SVS, including ones of a similar size and scope to this eRFP. Does the GASOS have your permission to contact any current, past, or prospective customers to discuss their experience with your company?

REF #	CLIENT	VOTING SYSTEM SOLUTION?	SIMILAR SIZE AND SCOPE?	CURRENT OR PAST?	PERMISSION TO CONTACT?
1				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
4				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
5				CURRENT <input type="checkbox"/> PAST <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>



Election Management System(EMS)- Attachment I

(Reference: Question 2.1 on the Mandatory Scored Worksheet)

Vendor: Attachment I - Election Management System			
2. Election Management System (EMS) Describe all answers regarding your EMS solution. The proposed EMS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
WlweElection Data Set Control Capabilities			
a. Allow state administrators to establish different levels of user permissions within each election database generated.	YES <input type="checkbox"/> NO <input type="checkbox"/>		



Polling Place Scanner - Attachment J

(Reference: Question 3.1 on the Mandatory Scored Worksheet)

Vendor: Attachment J - Polling Place Scanner			
Polling Place Scanner (PPS) Used in all polling places (Election Day and Absentee In-Person) for scanning, imaging, and tabulating ballots generated by a BMD, and for scanning, imaging, and tabulating Absentee by Mail and Provisional ballots (when needed), and conducting post-election audits. Describe all answers regarding your PPS solution. The proposed PPS solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Capabilities			
a. Allow for election configuration information loaded via encrypted removable memory device created by the EMS or through a direct connection to the EMS through a secured LAN.	YES <input type="checkbox"/> NO <input type="checkbox"/>		
b. Provide ability for vendors to conduct pre-election testing on	<input type="checkbox"/> <input type="checkbox"/>		



Central Scanning Device - Attachment K

(Reference: Question 4.1 on the Mandatory Scored Worksheet)

Vendor: Attachment K - Central Scanning Device			
<p>1. Central Scanning Device (CSD) – Used for scanning, imaging, and tabulating optical scan ballots, ballots generated from a BMD, and conducting post-election audits.</p> <p>Describe all answers regarding your CSD solution. The proposed CSD solution shall:</p>	<p>CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED</p>	<p>KEY FUNCTIONALITY AND SYSTEM CAPABILITY</p>	<p>PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)</p>
Capabilities			
<p>a. Allow election configuration information loaded via encrypted, removable memory devices created by the EMS or through direct a connection to the EMS through a secure LAN.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>		



Ballot Marking Device - Attachment L

(Reference: Question 5.1 on the Mandatory Scored Worksheet)

Vendor:			
Attachment L - Ballot Marking Device			
Ballot Marking Device (BMD) For use in polling places (Election Day and Absentee In-Person voting) by voters to prepare the ballot that will be scanned, imaged, and tabulated. Describe all answers regarding your BMD solution. The proposed BMD solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Capabilities			
a. Load election configuration information via encrypted removable memory devices created by the EMS or through a direct connection to the EMS through a secure LAN.	YES <input type="checkbox"/> NO <input type="checkbox"/>		



EPoll Data Management System - Attachment M

(Reference: Question 6.1 on the Mandatory Scored Worksheet)

Vendor:

Attachment M - EPoll Data Management System

EPoll Data Management System (EPDMS) – Used to combine voter registration and election ballot data into an election-specific elector's list that powers the electronic poll book (EPoll) and provides each voter with the properly assigned ballot style.

Describe all answers regarding your EPDMS solution. The EPDMS solution shall:

**CONFIRM THAT
CAPABILITY
EXISTS AND IS
ABLE TO BE
DEMONSTRATED**

KEY FUNCTIONALITY AND SYSTEM CAPABILITY

Capabilities

- a. Accept imports of voter registration data from eNet on removable memory devices for the purposes of building an elector's list for any given election. The data transferred from eNet includes but is not limited to:

YES ☐ NO ☐



Electronic Poll Book - Attachment N

(Reference: Question 7.1 on the Mandatory Scored Worksheet)

Vendor: Attachment N - Electronic Poll Book			
Electronic Poll Book (EPoll) Describe all answers regarding your EPoll solution. The proposed EPoll solution shall:	CONFIRM THAT CAPABILITY EXISTS AND IS ABLE TO BE DEMONSTRATED	KEY FUNCTIONALITY AND SYSTEM CAPABILITY	PROPOSED PRODUCT(S) AND METHOD OF CONTRACTING (license, sale, lease, subscription, etc.?) (DO NOT INCLUDE COST)
Capabilities			
a. Provide ability of user to conduct pre-election testing on all functions of the EPoll with the outputs of the testing stored internally by the EPoll or to the encrypted, removable memory device loaded to the device.	YES <input type="checkbox"/> NO <input type="checkbox"/>		



Potential Equipment Distribution - Attachment O

Roll out plan for deploying: (Reference: Questions 12.4, 12.5, 12.6 on the Mandatory Scored Worksheet)

CountyID		Phase 1					Phase 2 - Part 1					Phase 2 - Part 2					Total				
		BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS	BMDs	PPS	CSD	Epoll	EMS
001	Appling						5	1	1	2	1	44	11	-	27	-	49	12	1	29	1
002	Atkinson						5	1	1	2	1	35	6	-	14	-	40	7	1	16	1
003	Bacon	30	5	1	14	1							-	-	-	-	30	5	1	14	1
004	Baker						5	1	1	2	1	11	7	-	8	-	16	8	1	10	1
005	Baldwin						10	2	1	3	1	102	15	-	25	-	112	17	1	28	1
006	Banks						10	2	1	3	1	43	14	-	30	-	53	16	1	33	1
007	Barrow						10	2	1	3	1	196	19	-	53	-	206	21	1	56	1
008	Bartow	150	15	1	30	1						126	17	-	13	-	276	32	1	43	1



Supplier Q & A - Attachment P

Questions are to be submitted to the Issuing Officer using this form.



ATTACHMENT P

Supplier Q & A Template

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	Date: <input type="text"/>
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: 03/15/2019
eMail Address: vfavors@sos.ga.gov	Telephone: 404-656-0998

Questions are to be submitted to the Issuing Officer using this form.

Note: This document is intended for informational purposes only. Any changes to the RFX must occur through a published addendum (or through publication of a new version of the RFX in Team Georgia Marketplace™). If multiple Q & A documents are posted, the most recent Q & A shall govern in the event of a conflict.

QUESTIONS AND ANSWERS

#	Questions	Referenced RFX Section	Answers
1.			
2.			
3.			
4.			



Tax Compliance Form - Attachment Q

(Complete the form and upload with your proposal)

TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name:
 - Physical Location Address:
 - Federal Identification Number (FEI):
 - Have you ever been registered in the State of Georgia?
 - If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:
 - What type of service will you perform?
 - Will you sell any tangible personal property or goods?
 - Supplier's Affiliate's Name:
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name:
 - Telephone Number:
 - E-mail Address:



Certificate of Non-Collusion - Attachment R

(Sign and submit with proposal)

ATTACHMENT R CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	



Immigration and Security Form - Attachment S

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:



Systems and Jurisdiction - Attachment T

List jurisdictions where you have implemented voting systems in the past ten years.
(Reference: Question 1.3 on the Mandatory Scored Worksheet)

ATTACHMENT T

SYSTEMS AND JURISDICTIONS IMPLEMENTED

List jurisdictions where you have implemented voting systems in the past ten years. Include the type of system implemented and the year of implementation.

#	Jurisdiction	Type of System	Year Implemented
1			
2			
3			
4			
5			



State Contract - Attachment U

MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

[●]
as Contractor,

and

SECRETARY OF STATE OF THE STATE OF GEORGIA
as State

Dated as of [●], 2019

Contract No. [●]

***CONFIDENTIALITY:** THIS DRAFT MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT IS PROVIDED IN CONNECTION WITH eRFP (EVENT) NUMBER 47800-SOS0000037 AND IS FOR DISCUSSION PURPOSES ONLY SHOULD YOU BE SELECTED FOR AWARD IN ACCORDANCE WITH THE eRFP. Except with the express prior written permission of the State this document and the information contained herein may not be published, disclosed, or used for any purpose other than in considering a response to the eRFP. This draft (i) is not a contract, (ii) does not memorialize any agreement between the parties, (iii) does not accept an offer for a contract or constitute an offer to form a contract, and (iv) is based on the eRFP but may not contain all items referred to in the eRFP or on which the parties will need to agree. No agreement, oral or written, regarding or relating to any of the matters covered by this draft has been entered into between the parties. This document, in its present form or as it may be hereafter revised by any party will not become the agreement of the parties until, with all exhibits and schedules attached, it has been duly executed and delivered by all of the parties.



Contract Exception Form - Attachment V

If a Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision.

ATTACHMENT V

CONTRACT EXCEPTION FORM

Instructions: Please provide the contract exception (s) and proposal to either reject or modify the term as presented.

Page Number	Contract Section Number	Item	CONTRACT EXCEPTION
			Reject []; Accept if modified [] as follows:
			Reject []; Accept if modified [] as follows:
			Reject []; Accept if modified [] as follows:
			Reject []; Accept if modified [] as follows:
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SOLICITATION ACTIVITIES:	TARGETED COMPLETION DATES
Release of eRFP	March 15 th , 2019
Pre-Bid Conference	March 28 th , 2019
Deadline for Questions	April 8 th , 2019
Response to Written Questions	April 12 th , 2019
Proposal Due/Close Date	April 23 rd , 2019

Georgia Procurement Registry: <http://ssl.doas.state.ga.us/PRSapp/index.jsp>

Issuing Officer, Verneicher Favors: vfavors@sos.ga.gov



Secretary of State

TEAM GEORGIA MARKETPLACE SUPPLIER TRAINING

March 28, 2019



RFX Addendum Form

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: See GPR
eMail Address: vfavors@sos.ga.gov	Telephone: (404) 656-0998
Addendum Number: 4	Date: 04/12/2019

The attached information, provided by the issuing State Entity, is made a part of this RFX. The purpose of this addendum is to revise the RFX as follows based on questions submitted:

1. Revised Attachment A eRFP document:

The initial term of the contract(s) is for 10 calendar year(s) from the execution date of the contract(s). The State Entity shall have 10 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity.

2. Revised Attachment F Cost Worksheet:

The upper section of Implementation and Training Cost is a worksheet, cell F19 is captured in cell E21 and is already included in Line Total cell E35. Therefore, you do not need to include Line 19 in the Total for Line 35.

The calculation line should include EMS and EPDMS. (Post Warranty Tab)

The year 2020 pricing should be included.

The purpose of this Implementation worksheet tab is to evaluate the total cost of implementation, so the totals of this section and not the units are most critical. The columns have been changed to reflect Units, but the Unit Type used should be specified to understand the Unit Rate used for comparison purposes. Per Question 23, there is overlap between the Tables and cell F19 is captured in cell E21 and is included in Line Total cell E35.

The System Total on Line 8 of the Cost Calcs Tab should be linked to cell Q15 in the Additional Products and Services worksheet and the Cost Worksheet has been changed to reflect that. Per question 25, The year 2020 Pricing should be included.

3. Revised Attachment G Litigation and Default Form:

The expectation is to detail customer and/or Supplier litigation, contract breaches and events of default and it should include but not be limited to litigation, contract breaches and events of default that you initiated.



4. Revised Attachment O Potential Equipment Distribution document:

The total number of central scanning devices the state wishes for suppliers to include in submitted proposals is 165.

5. Attachment W County Delivery Points and Email Contacts:

Each Supplier is to provide a plan with enough detail to allow evaluators to be in a position to rate whether or not the supplier has the ability and logistical support to meet the delivery timelines outlined in the eRFP. To aid in Supplier's ability to outline said plan the likely delivery addresses are listed as Attachment W. (Attachment W is subject to change).

6. Naming Convention for documents uploaded for Mandatory and Mandatory Scored Questions: Please follow the below example:

1-1 Org Structure_(Supplier name or initials)

If there are multiple sections: File sizes are limited to 50 megabytes

18-2 System Map_EMS_(Supplier name or initials)

18-2 System Map_EPDMS_(Supplier name or initials)

***Remember that the File name can only be 50 characters or less

7. Documents included with this addendum:

Responses to questions submitted

Pre-Bid Conference Transcript



Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Supplier's Name

Signature

Printed Name and Title



ATTACHMENT P

Supplier Q & A Template

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	Date: 04/12/2019
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: 03/15/2019
eMail Address: vfavors@sos.ga.gov	Telephone: 404-656-0998

#	Questions	Referenced RFX Section	Answers
1.	What is the estimated cost?	General	Any cost estimates will not be disclosed to ensure competitively priced cost proposals.
2.	What is the estimated cost? How will this be funded? If no funding has been secured, what methods will be sought?	General	Any cost estimates will not be disclosed to ensure competitively priced cost proposals. Funding will be through funds appropriated by the State of Georgia for this purpose.
3.	When does the Office want this to be implemented by?	General	The solution should be fully implemented by the 2020 Presidential Preference Primary.
4.	Who responded to RFI47800- SOS0000035?	General	Those responses are publicly available at the SAFE Commission website at this link: http://sos.ga.gov/index.php/elections/secure_accessible_fair_elections_safe_commission
5.	Any need for services?	General	Suppliers should review the solicitation and contract to identify the services expected with the resulting contract.



#	Questions	Referenced RFX Section	Answers
6.	Any additional technology needs by the office in the next 3 years? If so, what?	General	Suppliers should review the solicitation and contract to identify the expectations for technological upgrades.
7.	Can companies from outside the USA apply for this? (from India or Canada)	General	Yes, however all state data must be processed, stored, transmitted, and disposed of onshore (within the jurisdiction of the United States).
8.	If the company is outside the USA is it required for the supplier to come over for meetings?	General	Suppliers should plan to attend meetings in person.
9.	Can we perform the tasks related to the RFP outside USA? (from India or Canada)	Attachment C – Background and Scope of Work	All state data must be processed, stored, transmitted, and disposed of onshore (within the jurisdiction of the United States).
10.	Can we submit the proposals via email?	Attachment A: eRFP Document	No, this eRFP is being conducted through Team Georgia Marketplace an online electronic tool.
11.	Will the March 28 th vendor bid meeting be open to the public? If so, don't you need more space? If not, what legal grounds would exist for it to be a private meeting?	General	Yes, the bid conference is open to the public
12.	Who within the Secretary of State's office or other offices assembled the Request for Proposal?	General	The solicitation was reviewed and approved in accordance with the Georgia Procurement Manual.
13.	What non-state employees consulted in the drafting of the RFP or reviewed it as it was completed?	General	The solicitation was reviewed and approved in accordance with the Georgia Procurement Manual.
14.	What groups and individuals will evaluate the Request for Proposal responses?	General	The evaluation team members have not been confirmed.
15.	How will the evaluation of the responses be conducted?	General	The evaluation process will be in accordance with the Georgia Procurement Manual.
16.	Why is there no capability listed for a ballot marking device to produce a full-face ballot? This was strongly preferred by voters and election directors so all voters can have ballots with the same style and appearance?	Attachment L	The solicitation reflects the minimum requirements and capabilities desired by the Secretary of State.



#	Questions	Referenced RFX Section	Answers
17.	How will ballot marking devices that produce ballots with hidden votes embedded in bar codes be evaluated against ballot marking devices that produce ballots with human readable votes only and are thus more verifiable and more auditable? This is a major concern to voters, security experts and election integrity advocates.	Attachment L	Please review the solicitation details describing the minimum requirements and capabilities desired by the Secretary of State. The evaluation of the Suppliers' capabilities to meet or exceed the requirements will be conducted once the solicitation closes.
18.	How will ballot marking devices that produce ballots with no bar codes be evaluated differently against those that have an extra security risk because they produce ballots with bar codes?	Attachment L	Please review the solicitation details, describing the minimum requirements and capabilities desired by the Secretary of State. The evaluation of the Suppliers' capabilities to meet or exceed the requirements will be conducted once the solicitation closes.
19.	How will scanners that tabulate only human readable votes be evaluated against those that tabulate hidden votes embedded in bar codes, which cannot be verified by the voter? This is a major concern to voters, audit experts and election integrity advocates.	Attachment J	Please review the solicitation details, describing the minimum requirements and capabilities desired by the Secretary of State. The evaluation of the Suppliers' capabilities to meet or exceed the requirements will be conducted once the solicitation closes.
20.	How will county election management systems that provide a visualization application for adjudication of mail-in ballots, provisional ballots and auditing functions be evaluated against those that have no such system? This is a major benefit to county election directors.	Attachment I	Please review the solicitation details, describing the minimum requirements and capabilities desired by the Secretary of State. The evaluation of the Suppliers' capabilities to meet or exceed the requirements will be conducted once the solicitation closes.
21.	How will vendors who have performed reputably be evaluated as compared to those who have been sued for contract non-performance or have had products decertified by other states.	General	The State will not disclose the evaluation methodology. The evaluation of the Suppliers' capabilities to meet or exceed the requirements will be conducted once the solicitation closes.
22.	I am trying to determine if our Ballot Print on Demand and Ballot Duplication solutions require any type of certification in order to be sold into the various counties in Georgia. We do not tabulate votes, only print ballots and recreate damaged ballots, which will then be scanned by the tabulation equipment.	General	EAC Certification is not required for ballot on demand printers, but State certification will be required for ballot on demand printers as part of State certification of the SVS.



#	Questions	Referenced RFX Section	Answers
23.	To clarify, should the “Total Price” be the total of lines 19 and 35 of the “Implementation Worksheet” tab?	Attachment F – Cost Worksheet, “eRFP” tab: Implementation and Training Cost, Line 10	The upper section of Implementation and Training Cost is a worksheet, cell F19 is captured in cell E21 and is already included in Line Total cell E35. Therefore, you do not need to include Line 19 in the Total for Line 35.
24.	The calculation in this line is not including EMS or EPDMS annual software license and support costs. Should we correct this formula to include those line items, or does the State wish to send a revised Cost Worksheet to correct?	Attachment F – Cost Worksheet, Post Warranty” tab: Total Cost, Line 12	The calculation line should include EMS and EPDMS. The Cost Worksheet has been revised see Attachment F.
25.	Was it the State’s intention to exclude Year 2020 Total Pricing from the Totals calculated in column R?	Attachment F – Cost Worksheet, “County Purchases” tab: Column R Totals	The year 2020 pricing should be included. The Cost Worksheet has been revised see Attachment F.
26.	It is usual and customary to quote services in days or as a fixed charge, depending on the service being provided. Can the vendor alter the tables to reflect day rates rather than hourly rates? In addition, the table that begins on row 20 references “If not hourly based”, yet the columns are entitled “Price Per Hour” and “Total Hours.” Moreover, to confirm, these two tables are intended to be separate and distinct with no overlap between the two, correct?	Attachment F – Cost Worksheet, “Implementation Worksheet” tab	The purpose of this worksheet is to evaluate the total cost of implementation, so the totals of this section and not the units are most critical. The columns have been changed to reflect Units, but the Unit Type used should be specified to understand the Unit Rate used for comparison purposes. Per Question 23, there is overlap between the Tables and cell F19 is captured in cell E21 and is included in Line Total cell E35.
27.	The System Total on line 8 calculates the total for One (1) Extra Large Sized County’s Ballots and consumables for years 2021 through 2029. The Consumables Total on line 9 calculates the total ballots and consumables for all 159 counties in years 2021 through 2029. These calculations exclude any prices for Year 2020. Considering that these totals are included in the Total Cost Model line 11, are these calculations what the State intended to estimate and compare, or do these calculations need to be changed?	Attachment F-Cost Worksheet, “Cost Calcs” tab, Lines 8 and 9	The System Total on Line 8 should be linked to cell Q15 in the Additional Products and Services worksheet and the Cost Worksheet has been changed to reflect that. Per question 25, The year 2020 Pricing should be included. The Cost Worksheet has been revised see Attachment F.



#	Questions	Referenced RFX Section	Answers
28.	Please define “Central Ballot Printing.”	Attachment F-Cost Worksheet, “Additional Products & Services” tab, Line 14	Central Ballot Printing as referenced in the Cost Model is the mass pre-printing of absentee by mail ballots and provisional ballots for jurisdictions. This is a separate cost than ballot on demand costs if your solution requires or recommends ballot on demand printing.
29.	What is the intended purpose for totaling 100 BMD’s, 100 Polling Place Scanners, 1 Central Scanner, 100 Poll books and 1 Ballot On Demand printer on line 15? If the purpose of this form is to allow counties to make add-on purchases, could we update column C for a Qty of 1 of each item? Is the Total on line 15 necessary?	Attachment F – Cost Worksheet, “Additional Products & Services” tab, Line 15	The purpose of this section is to evaluate the Additional Products and Services that may be purchased by the counties. While the purchase may be made on individual units, there would have to be assumed some volume necessary for the evaluation process. Provide pricing for the quantities as described and ‘Yes’ the Total on Line 15 is required for evaluation purposes.
30.	Can the State please clarify the length of time over which requested performance bond at 100% of the Contract Award is intended to be in effect? In addition, to confirm, the face amount of the bond should be 100% of the implementation cost of the Contract?	Attachment A - eRFP Document, Section 3.2	Information will be provided at a later date.
31.	Some counties have Ballot Printers in-house for the purpose of printing Absentee ballots. Does the State intend to have the counties utilize their existing ballot printers or would the State prefer to replace with the latest models? If replacement is preferred, please provide the number of printers required by each County and the State.	Attachment O	How ballots are printed for absentee by mail and provisional voting is a county level decision. For the purposes of this eRFP, the State Entity is asking for the Supplier to explain their ballot on demand solution in response to Mandatory Scored Question 20.1.
32.	Some counties may need more than one due to the volume of absentee ballots. Is it acceptable to propose multiple scanning devices in counties with larger quantities of absentee ballots?	Attachment O	For the purposes of this eRFP, the State Entity is using a baseline of one CSD per county.



#	Questions	Referenced RFX Section	Answers
33.	Regarding Attachment G - Is the expectation to detail only customer litigation? Or should the form be completed detailing any past litigation? If all past litigation should be included on the list, how should we complete the customer name column?	Attachment G	The expectation is to detail customer and/or Supplier litigation, contract breaches and events of default and it should include but not be limited to litigation, contract breaches and events of default that you initiated. Please see revised Attachment G.
34.	With the full TDP being 1000+ pages and various parts referencing other questions in this response, do you want the full TDP package in addition to separated portions of the TDP to answer other questions in the RFP, or can we make cross references?	Attachment E - 18.1. Documentation / Provide a complete technical data package (TDP) for the proposed SVS.	The State Entity is looking for the full TDP package in addition to separated portions of the TDP to answer other questions. For example: 1-1 Org Structure_ (Supplier Name or initials) *File name can only be 50 characters or less.
35.	Given the large size of the TDP can multiple version of the TDP be uploaded referring to the parts of the SVS like (18-1 TDP_EPDMS_SMMT, 18-1 TDP_BMD_SMMT etc...) or is the preference one single upload (18-1 TDP_SMNT (1000+pages))	Attachment E - 18.1. Documentation / Provide a complete technical data package (TDP) for the proposed SVS.	The State Entity is looking for the full TDP package in addition to separated portions of the TDP to answer other questions. For example: 1-1 Org Structure_ (Supplier Name or initials) *File name can only be 50 characters or less.
36.	Please confirm that for required Performance Bond/Letter of Credit, coverage will be released proportionally with the fulfillment of contract obligations	Attachment A - Section 3.2. Bonds and/or Letter of Credit	Information will be provided at a later date.
37.	Please confirm if the State of Georgia is not exempt for State and Local Sale and Use Tax for the purchasing of Tangible Property.	ATTACHMENT U - Section 10.8.1. Taxes	The State is exempt from all state and local sales tax.
38.	Please confirm if Prices provided in the Cost Worksheet are Sales Tax inclusive (where applicable)	ATTACHMENT F - Cost Worksheet	The State is exempt from all state and local sales tax.
39.	Please confirm that all limits and coverages, especially for policies from 2 to 7, have to be in place for the duration of the contract (10 years).	ATTACHMENT A - Section 3.1. Standard Insurance Requirements	Yes, please consider the requirements for insurance to remain static for the duration of the contract (10 years).
40.	Does the entire voting system submitted for bid need to be included on a current EAC Certificate? In other words, can the ballot layout and results reporting software be included, but a new Ballot Marking Device be bid, a device that is in EAC test but not yet complete/certified?	ATTACHMENT D Item 1 EAC Certified.	Every component of the system that is submitted for bid for which EAC certification is available must be EAC certified at the time the bid is submitted. Components of the system for which EAC certification is not available, including but not limited to, ballot on demand printers and electronic poll books, will require State certification.



#	Questions	Referenced RFX Section	Answers
41.	Will the successful bidder be allowed to take a newer system through EAC and State certification later in 2019 (after contract award but prior to November 2019 as a likely example), newer than a currently EAC certified system? If not, how will the State accommodate changes to the system that will be needed to customize it for specific State interfaces such as a Statewide import?	ATTACHMENT D Item 1 EAC Certified.	The submitted bid must be for an EAC certified system. Any required updates to the system that require recertification by the EAC must be recertified by the EAC and the State. All updates must be made available to the State.
42.	A search of HB316 does not elicit wording that specifically requires voter handled verifiable paper artifacts be produced by the voting machine. Could the State provide some context for this element of the RFP? Is it deemed to somehow enhance the quality of the record and/or its verification?	ATTACHMENT D Item 2 Voter-Handled Paper Ballot Verification.	The eRFP requires voter handled paper ballots.
43.	Has the State reconciled voter handled paper with the EAC currently deeming systems that require voter handled paper to be non-certifiable under VVSG 1.1, which has multiple clauses "boxing out" use of voter handled paper? These clauses cite the problems that voter handled paper cause for persons with dexterity, blindness, and low vision issues. See VVSG 1.1, 3.2.2.1.g, 3.3.1.e, 3.3.3.e, 3.3.4.b as examples.	ATTACHMENT D Item 2 Voter-Handled Paper Ballot Verification.	Submitted bids are required to be certified to VVSG 1.0.
44.	Is it a mandatory requirement that every voter actually handle their paper record? What about systems that allow the voter to choose whether or not they view the verifiable paper artifact?	ATTACHMENT D Item 2 Voter-Handled Paper Ballot Verification.	It is mandatory that the system produce a physical, voter-handled ballot containing the voter's selections from the input made by the voter. The State envisions that every voter will use a ballot marking device to mark their ballot which will then be entered into a scanner.



#	Questions	Referenced RFX Section	Answers
45.	What is the context behind this question? Which portion of the election cycle is being discussed?	ATTACHMENT D Item 15.2. Identify SVS equipment that will be replaced by the Supplier.	The purpose of this question is to identify the support and maintenance for the system once it is in place. The State envisions, as part of an overall system maintenance plan, the Supplier will need to replace certain equipment under warranty or purchase agreement with counties from time to time, if an individual device is non-repairable or needs to be updated. The context of the question is to ensure the Supplier has a plan for maintenance that ensures viability of the overall system for the lifetime of the contract.
46.	Is the requirement to submit a detailed distribution plan per county or a high level strategy only? If we are to provide a detailed distribution plan, can we be provided with the exact address of each of the destinations?	Attachment C. B-1 – Staging and Delivery Requirements	Each Supplier is to provide a plan with enough detail to allow evaluators to be in a position to rate whether or not the supplier has the ability and logistical support to meet the delivery timelines outlined in the eRFP. To aid in Supplier's ability to outline said plan the likely delivery addresses are listed as Attachment W.
47.	In terms of security, what are the expected security controls to be implemented at the warehouse?	ATTACHMENT C. B-2 – Staging and Delivery Requirements.	Suppliers are to provide a plan to show that all equipment and materials are secure in both physical and cyber environments. The Supplier has full responsibility for all equipment and materials until final testing and acceptance by the end user of said equipment.
48.	How many people can we expect to need to train who are State Staff, and what is their general background (technical, non-technical, voter outreach, logistics, etc)?	ATTACHMENT C. K. Training	The State estimates up to 20 trainees with a background in election administration, which includes both technical and non-technical experience.
49.	Is the requirement to submit a detailed Staff Training plan per county or a high level strategy only?	ATTACHMENT C. K. Training	For the purposes of this question, the State is looking for Suppliers to submit a high level training plan that includes state and county training.
50.	Is the requirement to submit a detailed Training Material per county or a high level strategy only?	ATTACHMENT C. K. Training	For the purposes of this question, the State is looking for Suppliers to submit relevant examples of county training materials and a high level strategy.



#	Questions	Referenced RFX Section	Answers
51.	Does this requirement rule out the option for voters to request a paper ballot, hand-mark the ballot and then cast it using the Polling Place Scanner (PPS); as an alternative to using the BMD?	ATTACHMENT D. Item 2 ...The proposed SVS must produce a physical, voter-handled ballot containing the voter's selections from the input made by the voter. It must also facilitate navigating, marking, and reviewing the displayed ballot on the Ballot Marking Device (BMD) that can be printed...	Yes.
52.	Will the State Entity have 5 one (1) year option(s) or 10 one-year options to renew the contract?	<i>[RFP page 3 of 19 item 1.7; Attachment U item 17.1]</i>	The contract will be for an initial term of 10 years with 10 one-year options to renew following the initial term. The eRFP has been amended to correct the previous incorrect statement that there will be 5 one-year options to renew. See revised Attachment A.
53.	In which live election does the State plan to first use the fully rolled out system (all 159 counties using the new system)? Attachment C states Phase 2, Part 2 (full distribution of all equipment to the counties including training) must be complete by March 31; yet attachment U item 1.2 requires that the system be in place for use in the 2020 Presidential Preference Primary, which occurs March 3, 2020.	<i>[Attachment C item 1; Attachment U item 1.2]</i>	The State would like to have the system fully implemented by the 2020 Presidential Preference Primary. The date for that election has not yet been set.
54.	Could the State provide the Supplier's General Information Worksheet? It appears to be missing from the Bid Package on Team Georgia Marketplace.	<i>[RFP page 13 of 19 item 4]</i>	There is not a physical worksheet. As listed in Section 4.2 Supplier General Information: Each Supplier must complete all of the requested information in the electronic purchasing system in the section referred to as "Event Bid Factors".



#	Questions	Referenced RFX Section	Answers
55.	Do the ballot counts cited for extra-large, large, medium and small counties in the Instructions tab of Attachment F Cost Worksheet equate to the respective numbers of voters?	<i>[Attachment F, Instructions tab]</i>	No, this does not necessarily tie to the number of voters because scrap rate and print effectiveness are to be covered in other sections of the eRFP. This is a fixed number of ballots to make sure that each vendor is responding to the same Quantity Requirements.
56.	What is the total number of central scanning devices the State wishes for proposers to include in submitted proposals? Attachment C cites 165 Central scanning devices, and Attachment O cites 162 devices.	<i>[Attachment C item A.2; Attachment O]</i>	The total number of central scanning devices the state wishes for suppliers to include in submitted proposals is 165. Attachment O has been revised.
57.	Are proposers required to upload a separate file for each requirement in the Mandatory Response Worksheet and the Mandatory Scored Requirements? If so, should the proposer add the organization's name to the file names specified in the Mandatory Response Worksheet and the Mandatory Scored Requirements?	<i>[Attachment D; Attachment E]</i>	Yes, a separate file is required for all Mandatory and Mandatory Scored Questions. Each file is to be labeled as the Attachment file name listed on the worksheets: For example: 1-1 Org Structure_ (Supplier Name or initials) *File name can only be 50 characters or less.
58.	If the proposer submits a Redacted Copy-Available for Public Review, is this to be uploaded as the entire response in a single PDF?	<i>[RFP page 6 of 19 item 2.1.12.2.2]</i>	The file size will be too large to upload as a single file. Redacted information can be uploaded per section, but must be labeled accordingly. For example: Redacted_1-4 Financial Narrative_ (Supplier name or initials). **File name can only be 50 characters or less.
59.	The County Purchases tab of Attachment F Cost Worksheet lists ballots in the column labeled "Provide pricing for one Extra Large Sized County to provide Consumables for 200,000 ballots" (and similar for large-sized, medium-sized, and small-sized counties). Does the State wish to see pricing for blank ballot stock, or pre-printed ballots for this item?	<i>[Attachment F]</i>	Suppliers, based on their proposed solution, are to outline the costs of consumables for that solution. The proposal requires BMDs, therefore there is a consumable cost attached to that. It requires mail in absentee ballots as part of the solution as well. The suppliers are in a position to know whether that part of the solution requires blank ballot stock, pre-printed ballots, or a mix of the two.



RFX Addendum Form

RFX Number: 47800-SOS0000037	RFX Title: Statewide Voting System
Requesting State Entity: Secretary of State	
Issuing Officer: Verneicher Favors	RFX Initially Posted to Internet: See GPR
eMail Address: vfavors@sos.ga.gov	Telephone: (404) 656-0998
Addendum Number: 5	Date: 04/18/2019

The attached information, provided by the issuing State Entity, is made a part of this RFX. The purpose of this addendum is to revise the RFX as follows based on questions submitted:

Can the State please clarify the length of time over which requested performance bond at 100% of the Contract Award is intended to be in effect? In addition, to confirm, the face amount of the bond should be 100% of the implementation cost of the Contract?	The awarded Supplier shall be required to furnish a performance bond or an irrevocable letter of credit to the State Entity for the faithful performance of the contract in an amount equal to 100% of the total cost of the contract through the final certification of all elections held in the 2020 election cycle.
Please confirm that for required Performance Bond/Letter of Credit, coverage will be released proportionally with the fulfillment of contract obligations.	Response same as above.

1. Revised Attachment A eRFP document:

Section 3.2 Bonds and/or Letter of Credit

Performance Bond/Letter of Credit

The awarded Supplier(s) shall be required to furnish a performance bond or an irrevocable letter of credit to the State Entity for the faithful performance of the contract in an amount equal to 100% of the total cost of the contract through the final certification of all elections held in the 2020 election cycle. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State Entity within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded Supplier.



Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Supplier's Name

Signature

Printed Name and Title

In The Matter Of:
Georgia Secretary of State
Statewide Voting System Pre-Bidders' Conference

Proposal # 47800-SOS0000037
March 28, 2019

American Court Reporting Company, Inc.
52 Executive Park South
Suite 5201
Atlanta, Georgia 30329-2217
(404) 892-1331 - (800) 445-2842

Original File 80363.txt

Min-U-Script® with Word Index

GEORGIA SECRETARY OF STATE
STATEWIDE VOTING SYSTEM
PRE-BIDDERS' CONFERENCE
PROPOSAL #: 47800-SOS0000037

THURSDAY, MARCH 28, 2019
2 MARTIN LUTHER KING JR. DRIVE
ATLANTA, GEORGIA 30334

* * *

APPEARANCES:

VERNEICHER FAVORS - Procurement Manager
GABRIEL STERLING - Chief Operating Officer
for the Georgia Secretary
of State
CARRIE STEEL - Sourcing Manager -
Agency Group
KIAJA WILLIAMS - Business Analyst 2

P R O C E E D I N G S

(BEGAN AT 10:02 AM)

MR. GABRIEL STERLING: Welcome to the Pre-Bid Conference for the new Statewide Voting System Request Proposal #47800-SOS0000037. I'm Gabriel Sterling, Chief Operating Officer for the Georgia Secretary of State, Brad Raffensperger. And all of us in the Secretary of State's Office are heartened by the interest shown to support the project as given by the crowd we have here today.

There is an important step on the path to implementing a new voting solution for the people of Georgia. In this meeting we'll be reviewing the RFP itself and the mechanics of the bidding process. Our office will work closely with the staff of Department of Administrative Services, many of whom are here today, construction of the RFP in accordance with the Georgia procurement law.

This is a public meeting, but as denoted by the title, it is a pre-bid conference, and this conference is to aid the potential bidders, the suppliers, with an understanding of the process and to aid in the technical formatting and issues

1 as they work through their bid preparation and
2 upload of their responses and proposed solutions
3 for this bid. Knowing that, we would ask that
4 everyone be respectful of one another here today.

5 Our Georgia procurement law is very
6 structured. There are descriptive rules
7 surrounding the entire bidding process. Some of
8 that will be reviewed in the presentation here
9 today. And for this RFP, our procurement
10 manager, Verneicher Favors, seated over here, and
11 she is also designated as our issuing officer,
12 she will be making this presentation handling the
13 introductions.

14 As you can see, we have a court reporter
15 here who will be -- there's the court reporter
16 over there, everybody wave. I'm going to ask you
17 to be respectful and talk slowly as you can,
18 which is hard for me to do, so I am going to try
19 to do it here now, so she can keep up with
20 everything so we have this for the permanent
21 record. And with that, I'm going to hand it over
22 to our issuing officer, Verneicher Favors, to
23 continue the presentation.

24 MS. VERNEICHER FAVORS: Good morning.

25 (Audience responding good morning.)

1 MS. VERNEICHER FAVORS: Before we begin, we
2 will have introductions, and I'm going to ask if
3 the suppliers would introduce themselves with
4 your name and the company that you're
5 representing. I'll start here.

6 POTENTIAL SUPPLIERS:

7 Jeb Cameron, Election Systems and Software.

8 Mack Beeson, Election Systems and Software.

9 Tom O'Brien, Election Systems and Software

10 Dwayne Broxton, Hart InterCivic.

11 Graham Thompson, Hart InterCivic.

12 Bill Murphy, Clear Ballot.

13 Jared Thomas, Dominion Voting Systems.

14 Barry Herron, Dominion Voting Systems.

15 Bob Schmiedt, Knowinc.

16 Shawn Adams, Smartmatic.

17 Edwin Smith, Smartmatic.

18 Kevin Shelly, Smartmatic.

19 Jeff Scott, Smartmatic.

20 Jay Hollenbacker, Tenex Software Solutions.

21 MS. VERNEICHER FAVORS: That's all the
22 suppliers?

23 (Audience chatter.)

24 MR. GABRIEL STERLING: Is that all the
25 suppliers that are here?

1 (Audience responding yes.)

2 MR. GABRIEL STERLING: Okay.

3 MS. VERNEICHER FAVORS: Can everyone hear me
4 okay?

5 (No response.)

6 MS. VERNEICHER FAVORS: Okay. I will ask at
7 this time if you would please put your cell
8 phones on silent. It is imperative that you
9 respect the process of this procurement and not
10 speak with staff members during this meeting or
11 in regards to this proposal outside of this
12 meeting. Please field any questions through me.
13 My e-mail address is also listed in the RFP
14 document.

15 All right. We will get started with our
16 presentation. I think most of you do have a copy
17 of the agenda. We will cover the eRFP overview,
18 and we will begin just with some simple
19 information about the Elections Division
20 Secretary of State's office. Just a couple of
21 pointers here that the Election Division
22 maintains the voter registration system, which is
23 called eNet. It builds ballots for each federal,
24 state, and county election, creates Electronic
25 Poll Book files.

1 State law provides for a uniform voting
2 system and that every county uses the same type
3 of voting equipment. Georgia has 159 counties
4 and 159 superintendents who run elections for
5 each prospective county. Okay. This is our list
6 of eRFP attachments. If you notice, I have put
7 stars by those documents that are absolutely
8 required for you to submit. If you fail to
9 submit those documents, your bid will be
10 disqualified. And we will cover each and every
11 attachment.

12 Okay. Attachment A, which is the
13 Procurement Document, and the total purpose for
14 this proposal is to establish a contract with
15 qualified suppliers -- with a qualified supplier
16 who will provide a new state voting system. It
17 must have a functionality to support 159 counties
18 that will use the same equipment and software and
19 processes for creating, making, and tabulating
20 votes.

21 Also in Section 2.1.2, there's a restriction
22 on communication with staff, as I aforestated,
23 from the issue date of this RFP until the notice
24 of award is posted. Suppliers or not allowed to
25 communicate for any reason with any state staff

1 except through the issuing officer. Prohibited
2 communication includes all contact or interaction
3 including but not limited to, telephonic
4 communications, e-mails, faxes, letters, or
5 personal meetings such as lunch, entertainment,
6 or otherwise. The State reserves the right to
7 reject the response of any supplier violating
8 this provision.

9 Section 2.1.3 is Submitting Questions. I
10 ask that all questions be submitted in writing to
11 me via e-mail using the supplier Q&A form which
12 is Attachment P.

13 Let's look at Section 6.4, The Scoring
14 Criteria. The scoring criteria is based on your
15 cost proposal and the technical proposal. The
16 cost proposal, there are 250 points that are
17 issued for the cost proposal. 750 points is for
18 the technical proposal mandatory scored. The
19 mandatory requirement worksheet is a pass/fail
20 with a total number of points of 1000.

21 Okay. Attachment B. Attachment B is
22 Special Terms and Definitions, and this is a list
23 of all acronyms and special terms that are listed
24 in the RFP document. For any reason, if you find
25 any other attachment -- any other acronym or

1 special term that is not listed, you can submit
2 that question to me in writing on the supplier
3 Q&A form.

4 Attachment C. Am I moving too fast?

5 (No response.)

6 MS. VERNEICHER FAVORS: Attachment C is the
7 Background and Scope of Work. Now, just some
8 background information. House Bill 316 requires
9 that in-person voting be conducted on ballot
10 marking devices that print a voter handled
11 verifiable paper ballot. Also requires that any
12 new voting system be certified by the U.S.
13 Election Assistance Commission. Now, the scope
14 of work for this RFP, the scope of work is a list
15 of overall areas of content that you will need to
16 emphasize in your response. Some of those areas
17 are solution requirements, state certification
18 and acceptance testing, staging and delivery
19 requirements, company background and financial
20 capability, hardware, hardware development,
21 software development, consumables and
22 peripherals, security, implementation plan,
23 support, training, and ease of use. These areas
24 of content will be emphasized more in the
25 mandatory response and mandatory scored

1 worksheet.

2 Attachment D. This is one of the mandatory
3 forms that's required for you to submit. If you
4 do not submit this form, your bid will be deemed
5 disqualified, so you must answer all questions in
6 the spreadsheet. If you notice, there is an
7 area, response by offeror, only yes or no. You
8 will be required to put a response in those
9 cells. Once you list your response, then you
10 will need to upload a narrative plus any other
11 supporting documentation. Once you upload that
12 attachment, I'm asking that you would name that
13 file accordingly to the information that's listed
14 for each question. So if you're responding to
15 Question 1, your narrative and your supporting
16 documentation, you will label that file, 0-1 EAC
17 Certification. It's also very important, do not
18 include any cost information in your response to
19 this worksheet.

20 Attachment E. This is your Mandatory Scored
21 Worksheet. This particular worksheet is going to
22 be required. If you do not return this mandatory
23 scored worksheet, your bid is disqualified, so
24 you must answer all questions in this
25 spreadsheet.

1 Also, we're asking as well, whenever you're
2 responding to one of the questions, label your
3 response, your narrative, and your supporting
4 documentation, 1-1 Org Structure, so each
5 attachment has a particular identifier. So if
6 you would use that when you're uploading your
7 documents. And as you can see, there are a lot
8 of attachments with this RFP, so please give
9 yourself enough time to upload all of those
10 attachments. I would advise you not to wait to
11 the day of to upload all of these attachments, so
12 give yourself time.

13 Okay. Attachment F, the Cost Worksheet.
14 Now, at this time we're actually going to show
15 you the model of the cost. We're going to ask
16 Gabe to come up, and I'm going to adjourn from
17 here, and then I'll be back.

18 MR. GABRIEL STERLING: Thank you,
19 Verneicher. All right. It's pretty
20 straightforward on this costing. The vendor
21 information, obviously you put in the vendor
22 name, address basically so we know who you are
23 when you're submitting this particular section
24 and these are by per diem after you upload.
25 Next, this goes through what we're trying to get

1 to at the end of the day. We're essentially
2 trying to do a total cost model for life of
3 ownership for up to ten years, that way we can
4 compare apples to apples.

5 As you move through the spreadsheet and the
6 tabs, we will have macros that will add up
7 everything to a final cost model. Each supplier
8 is encouraged to supplement this pricing
9 information with any additional details that they
10 might have to help us better understand their bid
11 and then their -- and the concept and the
12 rationale behind their costing.

13 Note the cost model evaluation will include
14 the initial ten-year term of the contract to
15 ensure the interest of counties are represented
16 as well. So this will be the initial cost
17 through December 31, 2021, to fully purchase,
18 distribute, implement, and train all the Georgia
19 Secretary of State employees, as well as the
20 county employees and knowing we're constrained on
21 the front end by the budget as proposed and
22 defined by Georgia General Assembly. The initial
23 cost through December 31st, 2020, to fully
24 purchase, distribute, implement, and train all
25 Secretary of State and counties fully loaded will

1 be constrained by the budget proposal as defined
2 by Georgia General Assembly. This is going to
3 detail each one of the different tabs and what
4 we're trying to accomplish in each one. So it
5 has a quick set of instructions you can refer
6 back to as you're filling in your cost model.

7 Now, this is basically going to be the
8 front-end section where when you load everything
9 into your -- your price per unit, it will then
10 calculate through to the cost model at the end.
11 So when you put in your -- whatever the numbers
12 are here, hopefully low -- it will calculate up
13 here, and go to the final tab -- it'll go --
14 it'll go there in a moment. But when you look at
15 these -- EMS, the EPDMS -- EPDMS you're going to
16 need all the components needed for this operation
17 at the state level. We don't know what your
18 solution is, whoever might end up getting this
19 bid, so we're giving you the flexibility to
20 explain it to us and have an answer.

21 We know we have to have an election. We
22 have a new system, we know we're not going to
23 have an electronic poll event in the system, and
24 we are not vetted to any particular way of doing
25 this. So this is up to y'all to explain it to

1 us, but fully load your cost into these things.
2 We do know that we need the 8,000 poll books, the
3 30,050 ballot market devices, 3,500 polling place
4 scanners, 155 central scanning devices, and then
5 a fully loaded implementation and training cost.
6 These are the parts that will become the entire
7 cost model for the front end of the -- basically
8 what comes out of the bond.

9 All right. Post warranty. This is where we
10 start looking at the fully loaded cost attached
11 to these things. So we're going to go out to
12 knowing that in general that there will be
13 warranty and licensing in the initial cost coming
14 out of this. This is the moving forward license
15 and support and annual hardware maintenance fees,
16 so anything -- any parts of your proposed
17 solution. So you'll have those added in there so
18 we can come to a total cost there.

19 Again, since we do not know what your
20 solution is, we are giving you some of the things
21 we know we're going to have. We're going to have
22 ballot. There may be other paper, if you have
23 some hardware solutions that require additional
24 paper, there will be ink having to do with the
25 ballot marking devices and toner, and any other

1 required consumables that we may be unaware of
2 for your proposed solution. So we give you a
3 place to put those in and the number of units it
4 would take and, again, a price moving forward.

5 Now, we were allowing y'all in this -- you
6 can't quite see it all here -- you can either do
7 a fixed price or a -- you can either -- equal to
8 or less than the CPI moving forward. Obviously
9 we don't know what that is, but you can
10 guesstimate if you move forward. And that way
11 you can have some escalator because ballots and
12 things like that will cost more money over time
13 and their not static, so we take that into
14 account. So keep that in mind as you move
15 forward on this.

16 And what we've done here is we understand we
17 have different size counties, so as you keep
18 scrolling down, we have basic middle-of-the-road
19 ways to compare apples to apples. So that's
20 \$35,000 for one, 10,000 another, 75,000 up here.
21 I think it's 200,000 on the other. And these are
22 the -- assume we have no stock in, and assume no
23 spoilage for us to get the costs of ballots and
24 everything all combined to run a full statewide
25 election.

1 All right. Please move that implementation.
2 Now, this one is not going to be part of the
3 score, but it will help us in our contract
4 negotiations so we can understand what your
5 limitation costs are and what your philosophy is
6 moving forward and those costs attached to that.
7 So we have the different things we assume will be
8 parts of most of these -- this project. And we
9 will ask you to please list them out even though
10 it's not part of the official score, it's not
11 part of the 250 points, it will help us with our
12 contract negotiations. Move forward.

13 Now, the cost calculations is what we had
14 before, we have the cost model where we show the
15 front, which is essentially part of that bond.
16 Here is where the cost of the county purchases
17 will come in and then the post-warranty cost and
18 then the total consumables cost. And with that,
19 that will be the entire cost model that will be
20 then measured. All right. So essentially it's
21 the total cost of ownership covering ten years
22 that includes not just the state cost but the
23 county cost.

24 All right. Move on to additional products
25 and services. Now, as it exists today, the

1 counties can contract directly if they wish to
2 purchase additional items of peripherals. So we
3 would ask for you to put in your prices for the
4 -- for such items and have them listed out here
5 so that if a county -- I know several counties
6 have purchased additional DRE's over the years
7 and -- for their own uses -- so we want to make
8 sure we can protect them with having these prices
9 also as part of that contract. While this is not
10 scored, this will be a part of the contract
11 negotiation for the long-term contract. So with
12 that, I will hand it back over to Verneicher, and
13 sharpen your pencils.

14 MS. VERNEICHER FAVORS: We will pick it up
15 with Attachment G, which is the Litigation and
16 Default form. You would list all litigation,
17 contract breaches, and events of default in the
18 past ten years. This form relates to Question 5
19 on the mandatory response worksheet, and this is
20 a required document. You must complete the form
21 and upload your attachment labeled, 0-5
22 litigation and default. Also, very important to
23 keep in mind only attachments that relate to a
24 particular question. Please make sure you upload
25 all attachments. Again, that can cause you to be

1 disqualified.

2 References - Attachment H. This form is
3 related to Question 7 on your mandatory response
4 worksheet. You must submit a narrative and
5 complete this form. And, again, you need to
6 upload the narrative and the other supporting
7 documentation and label it accordingly as noted.

8 Attachment I is your Election Management
9 System. It relates to Question 2.1 on the
10 mandatory scored worksheet. Again, you are to
11 submit a narrative and complete this form, and
12 your attachment will be labeled 2-1 EMS. Again,
13 this is another required attachment. I'm
14 emphasizing on the attachments and your required
15 documents because I've seen it too many times
16 where you put all the work in, submit your bid,
17 and the required documents are missing, and that
18 causes you to be disqualified.

19 Attachment J. Same scenario, Question 3.1
20 Mandatory Scored Worksheet, submit your narrative
21 and this form and label it accordingly.

22 Okay. Attachment K is a Central Scanning
23 Device. It relates to question 4.1 Mandatory
24 Scored Worksheet. Again, all of these will have
25 a narrative, and you must complete the form. It

1 will be the same for the Attachment L, Ballot
2 Marking Device. Attachment M, same scenario.
3 Attachment N. Okay. Did I move too fast on the
4 attachments for the required documents?

5 (No response.)

6 MS. VERNEICHER FAVORS: Okay.

7 Attachment O is the Potential Equipment
8 Distribution. This is just a rollout plan for
9 deploying. You would use this form when
10 responding to questions 12.4, 12.5, and 12.6
11 Mandatory Scored Worksheet. So this is
12 information only.

13 Attachment P. You've heard me make many
14 references to this form. This is the Supplier
15 Q&A form. This is what you must submit to me
16 and -- through e-mail when asking any questions.
17 And all questions will be posted along with the
18 responses to the solicitation.

19 Okay. Attachment Q is the Tax Compliance
20 Form. You will complete this form and upload it
21 with your proposal. And the reason for this
22 form, in the event the supplier is considered for
23 a contract award, the information provided in the
24 form will be submitted to the Department of
25 Revenue for a determination as to whether the

1 supplier is a prohibited source or whether there
2 are any other outstanding tax issues.

3 Attachment R, Certificate of
4 Non-Concllusion. When you sign and submit this
5 form with your proposal, you are guaranteeing and
6 certifying that all items included in your
7 proposal meet or exceed any and all such stated
8 specifications and requirements of the
9 solicitation, and, if awarded a contract, the
10 supplier will deliver goods and/or services that
11 meet or exceed the specifications and
12 requirements of the solicitation. You're also
13 stating that the supplier's response is made
14 without prior understanding, agreement, or
15 connection with any corporation, firm, or person
16 submitting a response for the same materials,
17 supplies, and understands and agrees that
18 collusive bidding is a violation of state and
19 federal law and can result in fines, prison
20 sentences, and civil damage awards. So everyone
21 understands Certificate of Non-collusion?

22 (No response.)

23 MS. VERNEICHER FAVORS: Attachment S is your
24 Immigration and Security Form. That is also a
25 form for the subcontractor as well that you will

1 submit if you're using a sub. So the contractor
2 and the sub, you would both upload both forms and
3 you would list your E-Verify number. This form
4 has to be notarized.

5 Okay. Attachment T, Systems and
6 Jurisdiction. This form, it relates to Question
7 1.3 on your mandatory support worksheet. Again
8 you would list all information, supportive
9 narrative, any supporting attachments and label
10 it accordingly. We're just about there.

11 Attachment U, is the State Contract. It has
12 been posted to the solicitation. Review the
13 state contract and in the event if you have any
14 exceptions to the contract, you would use this
15 form, the Contract Exceptions. Please upload
16 this form with your proposal.

17 Okay. Again, we have went through a lot of
18 attachments. I am going to remind you one more
19 time, please, please, please make sure that you
20 give yourselves time to upload all of those
21 attachments.

22 Now we're down to the actually targeted
23 dates. We're now at the deadline for questions.
24 So any and all questions, the deadline is
25 April 8th at 12 p.m. After that, then the

1 responses to those questions will be posted April
2 12th. Very important date, the closing date
3 and time is April 23rd at 2 o'clock p.m. At 2
4 o'clock p.m., the system will shut down. Please
5 do not wait to the day of to send me your
6 proposal; it's too many attachments. Okay.
7 We're done now. This will end this presentation
8 portion of the RFP. Gabe, would you like to say
9 anything else before we end this portion?

10 MR. GABRIEL STERLING: Thank you,
11 Verneicher. All right. So we've ended this
12 first portion of the presentation which is to go
13 over the RFP itself. What we're going to move
14 into now is our friends from the Department of
15 Administrative Services are going to go over some
16 best practices and great ideas for how you can
17 submit your bids in such a way that you won't
18 accidentally disqualify yourself. You're going
19 to come up and do this for us now?

20 MS. CARRIE STEEL: Yes.

21 MR. GABRIEL STERLING: Okay. This, I know
22 is pretty boring. This next part, I'm
23 understanding, is even more boring, so if you --
24 you're -- we welcome y'all to stay and listen.
25 We -- we appreciate the attention, but this is --

1 the biggest part of this thing now is really
2 being very technical on like how do you upload a
3 document, what do you do, those kinds of things.
4 So, again, feel free to stay, but now is -- if
5 you want to go use the restroom or an opportunity
6 to go get a coffee or something, it's going to be
7 a little while, but the court reporter will be
8 staying too, so all this will be a public record.
9 But, again, we thank you for your attendance and
10 your interest, and I really appreciate the way --
11 the fact that everybody's behaved. So if you
12 want to go ahead and come on up.

13 MS. CARRIE STEEL: Sure.

14 MR. GABRIEL STERLING: All right.

15 MS. CARRIE STEEL: We were just going to
16 navigate through Team Georgia, how you upload a
17 bid. So that would interest some of you guys.
18 So it will take about five minutes or so and get
19 set up, and whoever wants to stay, we'll just
20 walk through submitting a bid. We'll actually go
21 into this one and do so. So we'll just take five
22 minutes to get set up and whoever wants to leave,
23 please feel free to do so now.

24 (Whereupon a brief break ensued off the record.)

25 MS. CARRIE STEEL: All right. Are you guys

1 ready to get started? When you guys leave today,
2 from our website we have some things to remember
3 for when you're responding to a bid. So please,
4 I'll leave these at the end of the table, please
5 feel free to grab these. If you can't hear me,
6 let me know, but I'm pretty sure that I won't
7 have a problem today.

8 We have Kiaja Williams helping us today.
9 She is our PeopleSoft guru. So... and in this
10 form, if you have questions particularly on what
11 you see in the format of uploading a document, go
12 ahead and stop me and -- and let me know and I'll
13 repeat or, you know, we'll take a little bit more
14 time with that, okay?

15 All right, Kiaja. So today we're going to
16 demonstrate how to access the RFP attachments,
17 learn how to submit a RFP response via TGM and
18 discuss several tips and tricks for submitting a
19 bid. Verneicher's already touched on the most
20 important tip, and that is to start early. Our
21 system can slow down from time to time. The
22 earlier you start, the more successful your bid
23 will be responding.

24 You guys have probably already seen this
25 when you went to upload the document -- when you

1 went to download the documents. This is the
2 posting of the solicitation on the procurement
3 registry where we publicly announce the
4 solicitation has been posted. This is our -- the
5 face of what our TGM webpage looks like, where
6 you can sign in and begin to -- and accept the
7 bid and began uploading your bids.

8 All right. So now we're going to just
9 demonstrate really quickly. So this is where you
10 will log in and find the bid. This little circle
11 here shows you that our system is -- is thinking
12 about it, it's getting you to the location. If
13 you go to public events, then you can scroll
14 through here and find Secretary of State. These
15 are all of our publicly posted events at the
16 time. There we go. And, again, this is just
17 showing it's thinking about it. You'll get the
18 same thing when you upload documents and as
19 you're waiting to submit your bids. Luckily, you
20 can save and come back in, so you can take your
21 time in doing this.

22 As we're thinking through this, a little tip
23 -- just a little bit more information for you.
24 Your Google, Internet Explorer, Firefox -- all of
25 those engines will work as you're uploading your

1 bid. So this is the first page that you'll see.
2 You have your bid -- all your bid documents here,
3 but what we're asking -- okay. We'll go ahead
4 and look at those -- up in your left-hand corner
5 you get the option to bid on event or accept
6 invitation. Go ahead and just click bid on
7 event. If you get through it and decide that
8 you're -- you choose not to bid on an event,
9 there's no harm in that. But for those of you
10 who know -- or are already at this stage, just go
11 ahead and hit bid on event there.

12 And this is true time. We are in the live
13 production, so this just, again, gives you guys
14 an idea that it does take a little bit of time to
15 get into our system. Kiaja is saying this more
16 of our connection, so, obviously, the quicker
17 connection that you have, the easier it will be
18 to respond to a bid. Do you have any other tips
19 for us, Kiaja, as we wait besides starting early?

20 MR. GABRIEL STERLING: Be patient, start
21 early.

22 MS. KIAJA WILLIAMS: And make sure the help
23 desk is available Monday thru Friday from 8 to 5.
24 Make sure you call them. They're very well
25 versed in knowing how to get to the system and

1 walk you through it. Just make sure you're
2 actually explaining to them what it is that
3 you're seeing. But anyone that you get in
4 contact with will make sure that they can walk
5 you through whatever questions or issues that you
6 have.

7 MS. CARRIE STEEL: And we do have on my
8 PowerPoint, I have their number and their e-mail
9 address available to you. So all the documents
10 that Verneicher just spoke to you about, they're
11 all here. You do have to download them
12 individually, so that will take a second. As you
13 download them, you will see that it -- you have a
14 file name already there; save them. Many of
15 these you're going to re-upload, correct. So
16 save them with this file name, and, if it's okay
17 with Verneicher, you might want to indicate, you
18 know, your company initials or something like
19 that toward the end to identify you guys.
20 Obviously we'll download them and we'll have your
21 files, but that's always helpful.

22 So these are all the documents that you
23 would download. We're not going to do that now
24 for the sake of time. We will go in and we will
25 accept the bid, and then we'll walk through

1 submitting that bid. There are a few things that
2 you can do very quickly. Fill out your
3 compliance documents, the E-Verify, the tax
4 compliance, possibly even your yes/no mandatory
5 documents, go ahead and get those uploaded. And
6 then work on your mandatory scored questions,
7 reviewing the contract and your cost sheet. You
8 know, you can upload those as you finish them.

9 Also, we have something called bid factors
10 that you will quickly have to go through and
11 answer. We'll show you that in just a second.
12 Those are easy questions to answer; they're about
13 your company. And you can answer those and,
14 again, save the bid and come back. So those are
15 things when you do start early, you can do
16 quickly and already have that out of the way.

17 So here we'll hit bid on event, and if you
18 want to go straight to bid on event, all the
19 documents uploaded will be found there in the
20 event. So you can even skip over that one step
21 of going to look at the documents if you've
22 already seen them. So this is what the page
23 looks like for bidding on the event. The three
24 yellow boxes that you have up at the top, you
25 have submit bid, that's once that you put all of

1 your documents in there and you're ready to
2 submit, you hit submit bid. If you're halfway
3 through and you want to come back in in a little
4 bit, you have save till later. And we'll see
5 what validate entries are in just a second; those
6 are part of our bid factors. You do have to
7 answer all the bid factors bids for us to accept
8 your bid. The top part is what we call the
9 header, and that lists the solicitation
10 information. Then we have a very brief
11 description of what you guys also have in the
12 Attachment A, the E-Verify document, just stating
13 what the bid is about. You have your contact
14 information for Verneicher. If you guys get
15 stuck on a technical issue, that needs to come to
16 us, and we'll provide that number for you. If
17 you have a specific question about the
18 solicitation, either put that in writing to
19 Verneicher or give her a call. Okay.

20 So if we go down to the bid factors, Kiaja,
21 can you just dull most of them out and leave one
22 so they can show how it -- see how it goes to
23 validate. And as she does that, we'll just go
24 through really quickly what they're asking for.
25 They're asking for your company name and contact

1 information -- we'll need to get in touch with
2 you guys -- what state that you guys are
3 registered in, if you're a small business -- and
4 we can put not applicable on most of these -- if
5 you're a woman-owned business, a veteran-owned
6 business. These are basic statistics that we
7 keep. If you're a scrutinized company, it's
8 important that you read through this. The ideal
9 answer here would be A, but just make sure that
10 you can answer A to this. And then other forms
11 that we've asked for, your tax compliance form,
12 did you upload that? You -- you would want to
13 choose yes for that. Understanding
14 communications with the issuing officer, you've
15 uploaded your non-collusion form and your cost
16 worksheet, very, very important things.

17 Okay. So we've answered all of those, we've
18 got to make sure that we've answered everything
19 we need to. Do you want me to go ahead and go
20 over that part? Here is on the line. We
21 actually are requiring a cost worksheet from --
22 from you. That's how our system works, and we
23 can award this. We're just asking that you put a
24 dollar here. So it just helps the system go
25 through, and I know it helps during awards.

1 Sometimes it can hang up the system if we don't
2 have an amount put in that area.

3 Okay. So if we go here, we'll upload the
4 documents in just a minute, Kiaja, but go ahead
5 and hit validate entries. You'll get a message
6 at the top saying what code we've missed. So if
7 you scroll up to the top, it's going to tell us
8 that Question 5 and Question 6, we didn't answer.
9 So you can easily scroll back down, find those
10 questions, and give them an answer. And, again,
11 were getting our little circle up at the top, so
12 the system is hesitated with us a little bit.
13 What Kiaja just put here was select response, so
14 it will provide a little drop down, and you can
15 select that.

16 So definitely you're going to work -- you
17 know, the -- the quicker your connection is, the
18 more helpful it will be. Also, just tricks that
19 I have found, earlier in the morning, maybe right
20 around lunchtime, or later in the afternoon, when
21 the system is not experiencing such a large
22 number of people on it, you can also move a
23 little bit quicker there. But then we cannot
24 guarantee that. So don't say, hey, I waited till
25 the evening and it's still slowed down with me.

1 Other little tips that we can talk about
2 here is as you save your documents, put them all
3 in one file and, you know, they'll be Attachments
4 A, B, and C, go ahead and check those because
5 what our system can't validate on is if you're
6 uploading the document that you tell us you're
7 uploading. So if you've made a revision and you
8 want to make sure that that revised one is there,
9 make sure you check it before you upload it. We
10 can't, obviously, confirm that we've received the
11 right document.

12 The other thing that we can't do is look at
13 your solicitation as you're responding to it. We
14 do not have access to that until the solicitation
15 closes. So if you call Verneicher and say, hey,
16 I just submitted my bid, can you take a look at
17 it? She can't. We cannot see it until the bid
18 closes, and then we can start the evaluation of
19 the document. The other thing she's probably
20 going to hesitate to do is once the bid closes is
21 to respond to you. If you -- if you call and
22 say, hey, did you get my bid, how does it look?
23 We're in the evaluation stage there, and that's
24 really a time where we're not going to be
25 communicating much with the supplier unless we

1 need something or we're going to move forward
2 with them or what have you, I'm not sure what you
3 guys are doing on this.

4 So this is a good example of what can happen
5 as -- as we're responding to this. Can we cancel
6 out of it just to show them where to upload a
7 document? Okay. All right. So we got those
8 done and you'll come here. It not -- it doesn't
9 really stand out to you, but this is a very
10 important area, a bid comments and attachments.
11 This is where we've uploaded our documents and
12 below that, you will upload yours. So click on
13 the blue-lettered items here that says comments
14 and attachments and hopefully it will -- it will
15 pull up for us. Once you pull those up, the top
16 part will be all the documents the Secretary of
17 State has uploaded, you can download them there.
18 And then right below there, there will be a link
19 allowing you to upload the documents and provide
20 a name for those documents.

21 So just as we said, these are all the
22 Secretary of State documents. And then the
23 comments that are provided by Secretary of State.
24 Please do not leave comments here because, again,
25 we will not be seeing -- or leave questions in

1 those comments -- because we will not see your
2 bid until it closes; therefore, we would not be
3 able to answer your questions. Make sure to
4 contact Verneicher or our help desk if you do
5 have such questions. So here you've already
6 completed the document and you're ready to upload
7 it, okay. We'll hit upload. I think I just put
8 a test file out there. And if it's too slow, we
9 can -- we'll -- we'll see if it allows us... The
10 good thing about this is you can upload a
11 document and you can say, man, I wish I would
12 have put something else in there. You can go,
13 you can delete that document and upload a new
14 one. There's no harm there. Even if you say
15 submit bid and you're reviewing it and the bid's
16 still open, and you're like, well, we see a
17 little mistake there, we want to fix it. You can
18 fix it, you can go in, delete that document and
19 then upload the new one. Just be careful in
20 reviewing your documents and making sure they're
21 correct.

22 Okay. Does any of you -- I mean, if we can
23 close that, I think -- yes, sir?

24 POTENTIAL SUPPLIER: Quick question. Just
25 from a naming standard for the files, is there

1 preference? I know you had mentioned adding our
2 company initials at the end of the naming
3 standard. Or do you guys recommend 11 Org
4 Structure? Do you want us to add our company
5 name or just segregate it by our -- even this
6 company package?

7 MS. VERNEICHER FAVORS: You can list your
8 company initials at the end, but please make sure
9 you label your documents accordingly as to the
10 way we have it listed on our --

11 POTENTIAL SUPPLIER: The start of the file
12 should be named what you guys recommend
13 specifically.

14 MS. VERNEICHER FAVORS: Yes.

15 POTENTIAL SUPPLIER: Okay.

16 MS. CARRIE STEEL: And Kiaja, how many
17 characters will it take for the naming
18 convention?

19 MS. KIAJA WILLIAMS: Just 50 characters.

20 MS. CARRIE STEEL: So it just can't be
21 larger than 50 characters.

22 POTENTIAL SUPPLIER: Is that your
23 preference, is that our company name is at the
24 end of each file name?

25 MS. VERNEICHER FAVORS: No. Just the

1 initials are fine.

2 POTENTIAL SUPPLIER: Okay.

3 MS. CARRIE STEEL: Okay. So here, you can
4 browse through the document, you can see it in
5 your files, click upload, and it'll upload.
6 Okay. It is moving, so you go -- yeah, to the
7 store and go -- and just go test file, click
8 upload. Depending on the size of your document,
9 obviously, this can definitely slow the system
10 down. It's moving a little slow just because of
11 the connection today, but some of your larger
12 response documents could take some time. Again,
13 that's why we're urging you guys to start early.
14 So it opens here, and you're going want to name
15 the file. You can view it -- oh, I don't have
16 another one to upload so that you could -- you
17 just keep hitting add new, and you upload each
18 document one after another. If you decide you --
19 you want to change the document, of course, the
20 delete is right here.

21 POTENTIAL SUPPLIER: Is there a space
22 limitation on the document?

23 MS. KIAJA WILLIAMS: There is not a size
24 limitation, but, once again, depending on the
25 size of the file and your actual connection, that

1 may determine how long it's actually going to
2 take you to upload that file.

3 POTENTIAL SUPPLIER: Fair enough.

4 MS. CARRIE STEEL: So once we've uploaded
5 all our documents and we've checked them, we just
6 go scroll down to the bottom here and click okay.
7 Again, please do not add comments -- I mean, you
8 can but we're not going to see them, so that's
9 not going to be beneficial to responding to this
10 bid. It will accept that -- so just to review,
11 we've answered our bid factors. Each and every
12 one of these, we validated it to make sure we've
13 answered them all. We put a dollar on the line,
14 we've made sure we've uploaded our cost sheet,
15 we've checked all the documents that we've
16 uploaded, so you can go here and click submit
17 bid.

18 MS. KIAJA WILLIAMS: I just have one thing
19 that I want to point out.

20 MS. CARRIE STEEL: Please do.

21 MS. KIAJA WILLIAMS: This one right here --
22 you want me to point out that this one has -- so
23 on the one that I have highlighted right now
24 where it says communication with issuing officer,
25 and it's saying that you should answer yes if you

1 are acknowledging it. If I were to answer this
2 no, because of the way that this one is set up,
3 it's going to tell me that I have an error. And
4 when you submit this bid, it's automatically
5 going to disqualify you.

6 POTENTIAL SUPPLIER: Okay. Let's do that
7 one more time.

8 MS. KIAJA WILLIAMS: I just want to make
9 sure you guys saw that one.

10 MS. CARRIE STEEL: So it's going to tell
11 what the ideal response is; correct?

12 MS. KIAJA WILLIAMS: Yes. I just wanted to
13 point out there is one that has an ideal response
14 in here, so you have to answer this one
15 accordingly.

16 MS. CARRIE STEEL: So you see the ideal
17 response, it'll say yes. You go to the
18 drop-down, make sure you choose yes here -- thank
19 you, Kiaja, that's very helpful -- and choose
20 yes.

21 MS. VERNEICHER FAVORS: And the
22 communications question.

23 MS. KIAJA WILLIAMS: Yeah. The
24 communications that you've followed the right
25 protocol, which she went over when she was

1 talking, that's all that one is. I just wanted
2 to point out that if someone was to have
3 submitted this, it would give you a message and
4 tell you that your bid would not be considered is
5 what it's going to tell you, because she won't
6 even get to see it because it's disallowed
7 because you didn't answer this properly.

8 MS. CARRIE STEEL: Thank you, Kiaja, that's
9 extremely helpful. So we'll go ahead and submit
10 the bid. And, again, please don't hesitate on
11 submitting the bid saying we want to review it
12 one more time and so forth. We don't -- you
13 know, what we care about is the last submitted
14 bid before the closing date, so you can submit
15 them over. Okay. Is that right Kiaja?

16 MS. KIAJA WILLIAMS: Uh-huh. It's
17 actually --

18 MS. CARRIE STEEL: -- stopped moving up
19 there. So we get the bid confirmation, and this
20 is like a type of receipt for you guys. Go ahead
21 and screen-print this or print it out. You will
22 have a list of every file that you have uploaded.
23 And, well, they also give notification, the bid
24 notification, so it will tell you how that you
25 responded to your bid factors and a list of all

1 the documents and appropriate information
2 concerning when you submitted your bid. We also
3 can access that as well. Okay. So is there
4 anything else that they need to do, Kiaja?

5 MS. KIAJA WILLIAMS: No. Just make sure you
6 pay attention to this list of attachments that's
7 on here. It's going to be on the screen as well
8 as it's on the very last page of the e-mail that
9 you'll get with your bid confirmation that's
10 telling you, essentially, these are all the
11 attachments that you've added regardless of where
12 you've added them in the sourcing event, it's
13 going to do a summary of everything that you've
14 added, as well as your dollar amount and how you
15 answered those bid factor question. So that's
16 what she's going to end up seeing once she
17 actually gets it. So it's just letting you know
18 what you're going to get.

19 MS. CARRIE STEEL: In Verneicher's
20 presentation, she had stars by each document.
21 You can compare that to what you guys have
22 uploaded to make sure that you guys have a -- a
23 good bid. I do encourage you guys to go back in
24 once you've uploaded them and review your
25 documents. That is your one chance at getting

1 everything in there. That's something we cannot
2 control. So if we go back to the PowerPoint real
3 quick, Kiaja, just a few things before ending
4 today. We have a great call center that they're
5 very great on responding to technical questions
6 that you guys have. And we ask that you can give
7 them a call, if it's after hours, you send them
8 an e-mail. Their number is 404-657-6000, and
9 their e-mail address is procurement --
10 procurementhelp@doas.ga.gov. I will advise if I
11 were you guys in your -- your few days to getting
12 the bids submitted, and it's between 8 and 5,
13 give them a call, and they will respond to you.
14 Of course, they will respond via e-mail too, if
15 you send that.

16 We have one last page; is that right? I
17 copied the new link, but there -- there may not
18 be a training session there, but on our DOAS page
19 we do have plenty of supplier training
20 information. I bought a things-to-remember sheet
21 that's also listed on our webpage that may be
22 helpful. Thank you, guys, for your time today.
23 We -- we appreciate your interest in this
24 solicitation. And Verneicher, do you have
25 anything else?

1 MS. VERNEICHER FAVORS: Just one last
2 comment. Please know that I cannot and I will
3 not accept any of your attachments through
4 e-mail, so everything must be uploaded
5 electronically.

6 MS. CARRIE STEEL: And do you want to --
7 we'll close on this so you guys can record this
8 information. I'll provide my PowerPoint to
9 Verneicher as well, so she'll have a copy of it.

10 POTENTIAL SUPPLIER: May I ask a question
11 related to calendar? So it said questions
12 answered on the 12th. Is that stated as just
13 answering all questions on the 12th and only on
14 the 12th and none kind of as you go?

15 MS. VERNEICHER FAVORS: Our deadline date is
16 April 8th for all written questions to be
17 submitted to me.

18 POTENTIAL SUPPLIER: Yes, ma'am.

19 MS. VERNEICHER FAVORS: Once all the
20 questions -- once all the questions are
21 submitted, we will issue a response by April
22 12th.

23 POTENTIAL SUPPLIER: Thank you.

24 MS. CARRIE STEEL: All right, guys. Do you
25 guys have anything else?

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(No response.)

Thank you, guys, for joining us.

(Audience responding Thank you.)

(PROCEEDINGS ADJOURNED AT 10:59 AM)

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C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF GWINNETT)

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the proceedings were reduced to typewriting under my direction and control.

I further certify that the transcript is a true and correct record of the evidence given at the said proceedings.

I further certify that I am neither a relative or employee or attorney or counsel to any of the parties, nor financially or otherwise interested in this matter.

This, the 28th day of March 2019.

 

TAMIKA S. ALLEN, CVR, CCR
CVR#: 6560-6130-2413-7216432

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