

CITY CLERK'S DEPARTMENT Access to Information & Privacy

File No.: 04-1000-20-2018-573

February 15, 2019

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of October 28, 2018 for:

- 1. Proposal response packages submitted by vendors Dominion and Elections Systems & Software in response to RFA No. PS20161793, Supply of Optical Ballot Tabulators; and
- 2. Contract signed between City of Vancouver and Dominion as a result of Dominion's winning RFA No. PS20161793 bid, from March 1, 2017 to June 30, 2017.

All responsive records are attached.

Please note, all third party reviews are complete for entire responsive records package attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-573); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Cobi Fal¢oner, FOI Case Manager, for

Barbara J. Van Fraassen, BA Director, Access to Information & Privacy

<u>Barbara.vanfraassen@vancouver.ca</u> 453 W. 12th Avenue Vancouver BC V5Y 1V4

\*If you have any questions, please email us at <u>foi@vancouver.ca</u> and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

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# STANDING AGREEMENT

THIS AGREEMENT is made as of January 1, 2018 (the "Effective Date")

#### BETWEEN:

DOMINION VOTING SYSTEMS CORPORATION, a corporation organized under the laws of the Province of Ontario and having an office at 215 Spadina Avenue, Suite 200, Toronto, Ontario, M5T 2C7

(hereinafter referred to as the "Supplier")

### AND:

**CITY OF VANCOUVER**, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

### WHEREAS:

- A. The Supplier is in the business of supplying voting tabulation equipment and software and related services and supplies.
- B. In 2017, the City issued a Request for Applications No. PS20161793 (the "RFA") by which, with reference specifically to its anticipated needs for the general civic election to be held in the latter part of 2018 (the "2018 Election"), it sought to identify suitable suppliers of such services for its civic election purposes and enter into preferred supplier arrangements with them.
- C. The Supplier, in response to the RFA, submitted an application in which it proposed pricing and other arrangements for its services for the 2018 Election, and the Supplier has represented to the City that those proposed pricing and other arrangements will also apply for any such services it might provide to the City for other City elections and by-elections taking place during the Term.

THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as follows:

# ARTICLE 1 INTERPRETATION

#### 1.1 **Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "Agreement" means this written contract, including all schedules hereto;

- (b) **"Business Day"** means all days except Saturdays, Sundays and statutory holidays;
- (c) "Competent Authority" means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (d) **"Confidential Information**" means any and all information in any form regarding or belonging to one or both Parties or any non-Party which is confidential in nature and which is accessed or obtained by one or both Parties as a result of this Agreement, including any such information concerning:
  - (i) this Agreement or any civic election for which the Services are provided hereunder; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a nonconfidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this

Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;

- (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (e) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Services;
- (f) **"Dominion Software"** means the Democracy Suite® and ImageCast® software in object code form, including all documentation therefor;
- (g) **"Dominion Hardware**" means the ImageCast<sup>®</sup> system hardware as more specifically described in Schedule A.
- (h) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (i) **"Equipment & Supplies"** means the equipment, software, supplies and other things described in Schedule A, including, without limitation, the Dominion Software and the Dominion Hardware;
- (j) "Force Majeure" means, exhaustively, any:
  - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or

- (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (k) "Group" means:
  - (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - (ii) in respect of the City, the group constituted from time to time by:
    - (A) the City; and
    - (B) all bodies corporate directly or indirectly controlled by the City.
- (l) "Intellectual Property Rights" means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (m) "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;
- (n) "Parties" means the City and the Supplier and "Party" means one of them;
- (o) "Permitted Purpose" has the meaning ascribed thereto in Section 6.3;
- (p) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (q) **"Request for Services"** means a written request from the City to the Supplier hereunder requesting that the Supplier provide the Services to the City for purposes of a specific City of Vancouver municipal election or by-election;

- (r) "Requirements" means the specific Services requested in a Request for Services issued to the Supplier hereunder;
- (s) "Sales Tax" has the meaning ascribed to such term in Section 7.1;
- (t) "Services" means the supply of Equipment & Supplies and related licensing and services as described in Schedules A, B, C, D, E and F hereto, though not necessarily in the quantities described therein, and includes all other goods, supplies, materials, things and services not expressly described therein, but which are incidental thereto and may reasonably be inferred as being included with them;
- (u) **"Specifications**" means the specifications for the Equipment & Supplies as described in Schedule A;
- (v) "Subcontractor" means any person engaged by the Supplier to perform any part of the Services;
- (w) **"Supplier's Key Personnel**" means the Supplier's personnel identified in Schedule G as being its key personnel in respect of this Agreement;
- (x) **Taxes**" means all taxes, fees, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any taxsharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (y) **"Term"** means the term of this agreement as provided for in Section 2.1 hereof and includes any extensions thereof made pursuant to that section.

# 1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

### 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as *ejusdem generis* shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) "control" when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by

that person and the person is able to direct the business and affairs of the entity;

- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

#### 1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Services
Schedule B	Pricing
Schedule C	Supplier Software License Terms and Conditions
Schedule D	Supplier Service Level Agreement
Schedule E	Project Milestones and Payment Schedule
Schedule F	Supplier's Project Management
Schedule G	Supplier's Key Personnel

# ARTICLE 2

# GENERAL

#### 2.1 Term & Requests for Services

- (a) The Term of this Agreement is 3 years beginning on the Effective Date and ending on December 31, 2020.
- (b) Notwithstanding anything else in this agreement, the City, on written notice to the Supplier, given each time not fewer than 60 days prior to expiry of the Term, may extend the Term for two additional periods of one year each.
- (c) From time to time during the Term, the City may issue to the Supplier a Request for Services hereunder, which must include, with explicit reference to Schedule A and/or otherwise:
  - (i) a detailed and itemized description of the Requirements for the Services requested thereby; and
  - (ii) a proposed timeline therefor set out in a form substantially the same as that shown in Schedule E hereto or such other form as the Parties may agree,

and the Supplier shall then perform the requested Services in accordance the Request for Services and this Agreement.

(d) Except as the parties may otherwise agree, each Request for Services issued to the Supplier hereunder shall be delivered to it not fewer than, as the case may be:

- (i) 180 days prior to the election for which the Services described therein are requested; or
- (ii) 90 days prior to the by-election for which the Services described therein are requested.
- (e) Notwithstanding any other provision hereof, the Supplier shall not perform any Services pursuant to this Agreement other than upon the City delivering to the Supplier a Request for Services in accordance herewith.
- (f) The City makes no representations herein and gives no warranties or covenants hereunder or otherwise regarding the volume of the Services, if any, to be procured from the Supplier hereunder.
- (g) All Equipment & Supplies to be supplied to the City hereunder which are reusable in nature shall be supplied on a rental and/or licensed basis in accordance with the pricing set out in Schedule B.
- (h) The City, for administrative accounting purposes, may issue purchase orders to the Supplier for Services hereunder. These shall not have the effect of amending or waiving the application of any provision of this Agreement or any Request for Services.

### 2.2 General Standards

- (a) In providing Services to the City hereunder, the Supplier shall at all times provide them as required hereunder and in accordance with all applicable:
  - (i) manufacturer recommendations and requirements applicable to the Equipment & Supplies;
  - (ii) generally accepted industry standards and practices; and
  - (iii) Laws.
- (b) All Equipment & Supplies supplied to the City under this agreement shall:
  - (i) conform to the Requirements and Schedule A;
  - (ii) be free from material defects in design, material, workmanship, function and operation while in use by the City pursuant hereto; and
  - (iii) comply with all applicable Laws in effect during the period of Supplier's obligations as set out in Schedule A.
- (c) The Supplier shall ensure that all Equipment & Supplies while in delivery to the City hereunder are properly packaged and secured in such manner as to enable them to be delivered to the City hereunder in good condition.
- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to supply the Equipment & Supplies in accordance with the terms of this Agreement.

- (e) The Supplier shall ensure that no Equipment & Supplies supplied hereunder will be subject to any Encumbrances which might in any way interfere with the City's full use thereof under this Agreement.
- (f) In performing the Services, the Supplier shall adhere to the City's Supplier Code of Conduct policy.
- (g) In performing the Services, the Supplier shall at all times therein use the Supplier's Key Personnel as identified in Schedule G in the roles for which they are identified therein and in accordance with Schedule A.

### 2.3 Delivery & Retrieval of Products

- (a) The Supplier shall deliver the Equipment & Supplies to the City at the delivery locations and in accordance with the dates for delivery therefor as provided for in Schedule A and in all other ways perform the Services in accordance with therewith.
- (b) Delivery to the City of Equipment & Supplies hereunder shall be complete on delivery thereof to the City in condition, functionality and all other respects ready for use in accordance with the Specifications and Schedule A, and on the City's acceptance of it as having been so delivered.
- (c) Except as may otherwise be provided for herein, if the Supplier, for any reason not attributable to the City alone, fails to deliver any Equipment & Supplies by the times and/or at places required hereunder, then, the City may declare a breach pursuant to section 5.2 herein.
- (d) Each delivery of Equipment & Supplies to the City hereunder shall be accompanied by a delivery document from the Supplier showing the type and quantity of Equipment & Supplies included in the delivery, and, in the case of Equipment & Supplies being delivered by instalments, the outstanding balance of Equipment & Supplies remaining to be delivered.
- (e) If the Supplier requires the City to preserve any shipping containers or other packaging or shipping materials for the Supplier's use in retrieving the Equipment & Supplies after once the City has finished using them for the purpose intended hereunder, that fact must be clearly stated on the delivery document accompanying the relevant Equipment & Supplies, and any such returns shall be at the Supplier's expense.
- (f) In respect of any Equipment & Supplies that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.
- (g) Once the City has completed its use of the Equipment & Supplies as provided for hereunder, it will make them available at a central location within the City for retrieval by Supplier and the Supplier will retrieve them all forthwith. City will repack all equipment in its original boxes, and place the equipment on pallets/skids, in the same way they were delivered, for shrink-wrap and pickup at a central location in the City by Supplier's shipper.

- (h) Except for reasonable wear and tear and defects or malfunctions occurring in the City's ordinary use in accordance with the Requirements and Schedule A:
  - (i) the Equipment & Supplies, once the City has completed its use of them hereunder, will be in substantially the same condition they were in when first supplied to the City hereunder; and
  - (ii) the City will reimburse the Supplier for reasonable costs to it, based on standard rates in the industry, for repair or replacement of any Equipment & Supplies damaged by the City its use of them hereunder.

# 2.4 Rejection of Defective Equipment & Supplies

- (a) The City shall not be considered to have accepted any Equipment & Supplies as having been delivered hereunder until it has had a reasonable opportunity to inspect it following delivery, or, in the case of a latent defect in the Equipment & Supplies, until a reasonable time after the defect has become apparent.
- (b) If any Equipment & Supplies delivered to the City hereunder do not comply with the Requirements or Schedule A, then, without limitation to any other right or remedy that the City may have in relation thereto, the City may require the Supplier to immediately repair or replace the Equipment & Supplies, at the Supplier's risk and expense, in which case the City may recover from the Supplier any additional costs and any losses incurred by the City in connection with the Supplier's failure to deliver Equipment & Supplies in conformity with the Requirements and otherwise with this Agreement.
- (c) The City's rights and remedies under this Section 2.4 are in addition to the rights and remedies available to it under this Agreement and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement Equipment & Supplies supplied by the Supplier pursuant to Section 2.4(b).
- (e) If the Supplier fails to promptly repair or replace a rejected Equipment & Supplies in accordance with clause 2.4(b), the City may, without affecting any of its other rights hereunder, obtain a substitute Equipment & Supplies from a third-party supplier, or have the rejected Equipment & Supplies repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.
- 2.5 Reserved

# 2.6 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power and authority to enter into this Agreement and to perform the Services;
- (b) Supplier is a corporation duly organized, validly existing and in good standing under the laws of Ontario and is lawfully authorized to do business in the Province of British Columbia;

- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Services;
- (e) the Supplier is an authorized distributor of the Equipment & Supplies; and
- (f) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Equipment & Supplies in accordance with the terms of this Agreement.
- 2.7 Product Warranties
  - (a) <u>Dominion Software Warranty</u>. The Dominion Software warranty is subject to the terms and conditions of Schedule C.
  - (b) <u>Third Party Products</u>. The warranties in this Section 2.7 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
  - (c) <u>Dominion Hardware Warranty</u>. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its Specifications as documented by Dominion or Schedule A. The Dominion Hardware Warranty shall remain in effect until one year after acceptance by the City.
  - (d) <u>Dominion Hardware Warranty Terms</u>. If any Dominion Hardware component fails to operate in conformity with its Specifications or Schedule A during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
    - i. Dominion shall bear the shipping costs for the repaired or replaced components of Dominion Hardware to Customer.
    - ii. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

(1) Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;

(2) Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

(3) Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

(4) Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

(e) <u>No Other Warranties.</u> DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

### 2.8 No Exclusivity

- (a) The City is not bound to treat the Supplier as its exclusive supplier for any of the Equipment & Supplies or Services.
- (b) The City shall be entitled, in its sole discretion, to purchase from any other supplier at any time services and products of the same type as, or similar to, the Equipment & Supplies and the Services.

### 2.9 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Services. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Services.

#### 2.10 Title and Risk of Loss

(a) <u>Title to the Equipment & Supplies</u>. The Equipment & Supplies shall be provided by Supplier to the City as part of a lease and managed services as described herein. Title to the Equipment & Supplies, or any portion thereof, shall not pass to the City and shall remain with Supplier.

- (b) <u>Software</u>. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Supplier, or any third party that owns such software.
- (c) <u>Risk of Loss</u>. Supplier shall bear the responsibility for all risk of physical loss or damage to each portion of the Equipment & Supplies until such portion is delivered to the City. The City shall provide Supplier with a single location for shipment and Supplier shall not be responsible for shipping to more than one location. To retain the benefit of this clause, the City shall notify Supplier of any loss or damage within ten (10) business days of the receipt of any or all portions of the Equipment & Supplies, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Supplier.

# ARTICLE 3 PAYMENT FOR SERVICES

# 3.1 Payment to Supplier

- (a) The City shall pay the Supplier for the Services in accordance with the pricing therefor set out in Schedule B.
- (b) The City shall make payments to the Supplier for the Services as they are performed and following receipt of invoices from the Supplier prepared and delivered for specific Services performed in accordance with this Agreement.
- (c) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Services not performed or performed in material non-compliance with the provisions of this Agreement.

# 3.2 Content of Invoices

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the City):
  - (i) the invoice date;
  - (ii) a description of the Services to which the invoice relates;
  - (iii) an itemized list of the amounts owing and details of any applicable taxes;
  - (iv) the total amount payable under the invoice
  - (v) the City's Purchase Order number; and
  - (vi) such other information as the City may require from time to time.

(b) Any terms or conditions contained in any Supplier invoice (or in any shipping document, packing list or similar document) delivered to the City hereunder are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

# 3.3 Submitting Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to <u>APInvoice@vancouver.ca</u>. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

# 3.4 Currency of Payment

All monetary amounts provided for in and pursuant to this Agreement are and all monetary amounts contained in Supplier invoices hereunder and all payments to be made hereunder shall be in Canadian currency.

### 3.5 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

#### ARTICLE 4 LIABILITY AND INSURANCE

# 4.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
  - any loss or damage arising from a claim by any third party concerning or arising out of the Services or the use of the Equipment & Supplies, to the extent that such claim arises out of any negligence, wilful misconduct or breach of this Agreement by the Supplier or any of its Representatives;

- (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Services or the use of the Equipment & Supplies, to the extent that such illness, injury or death is attributable to the negligence or wilful misconduct of the Supplier;
- (iii) any defect in any of the Equipment & Supplies or any failure of any Equipment & Supplies or any failure of any Equipment & Supplies to meet reasonable safety standards or applicable safety requirements;
- (iv) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Services;
- (v) any actual or alleged infringement of any Intellectual Property Rights caused by the Services or the use of the Equipment & Supplies, and
- (vi) any breach of the warranties of the Supplier contained herein.
- (b) Subject to the limitations of liability set out in Section 4.3, nothing in this Section 4.1 or otherwise in this Agreement shall limit or exclude any directly liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 4.1 and the City accepts such appointment.

#### 4.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier, at its expense, shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$2 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 4.2(a).
- (d) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 4.2 have been taken out and are being maintained.

### 4.3 Limitation of Liability

- (a) EXCEPT FOR THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 4.1 (a) (v), OR ANY WILLFUL MISCONDUCT OR NEGLIGENCE COMMITTED BY THE SUPPLIER, THE SUPPLIER'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT.
- (b) Neither Party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

## ARTICLE 5 FORCE MAJEURE; TERMINATION

### 5.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
  - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible for the Supplier to provide the Services in accordance with this

Agreement so as to serve their intended purpose, the City may terminate this Agreement without prior notice to the Supplier.

# 5.2 City Termination Rights

- (a) The City may terminate this Agreement at any time for any reason without prior notice to the Supplier, in which case the Supplier shall be entitled to receive payment in full from the City in accordance herewith for any Services which as the date of such termination the Supplier has performed in accordance herewith, but the Supplier will not be entitled to payment of any amounts for any Services not yet performed as of that date.
- (b) In addition to any other rights and remedies available to it, the City may terminate this Agreement with immediate effect in the event of a material breach of this Agreement by the Supplier, provided that such breach has not been cured within ten (10) Business Days (during the period of Supplier's obligations under Schedule A), within thirty (30) Business Days (during the remainder of the Term after the Supplier's obligations under Schedule A are completed) or such other longer period as the City may permit after written notification of such breach, in which case the Supplier will not be entitled to payment of any amounts for Services performed or Services not yet performed and will be required to refund the City any amounts it has already paid to the Supplier hereunder.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

# 5.3 Supplier Termination Rights

- (a) After giving at least seven Business Days written notice to the City, the Supplier may terminate this Agreement when sixty (60) days after the due date for payment of an invoice issued by the Supplier to the City hereunder, to the extent it is uncontested by the City, it has not received payment of that part which has not by that time been contested in writing by the City.
- (b) In addition to any other rights and remedies available to it, the Supplier may terminate this Agreement in the event of a material breach of this Agreement by the City (other than a breach of the type referred to in Section 5.3(a) above), provided that such breach has not been cured within sixty (60) days of written notification of such breach.

# 5.4 Consequences of Termination

- (a) Any termination of this Agreement pursuant to this Article 5.3 shall result in the termination of any obligation hereunder on the part of the Supplier to provide any unperformed Services.
- (b) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (c) After termination of this Agreement, the provisions of ARTICLE 4, ARTICLE 6, ARTICLE 7 and ARTICLE 8 shall remain in force.

#### ARTICLE 6 RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

### 6.1 Freedom of Information and Protection of Privacy Act

The Supplier acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

### 6.2 No Promotion

The Supplier shall not disclose or promote its relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

#### 6.3 Confidentiality Obligation

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information, except for the purpose of exercising or performing its rights and obligations under this Agreement or making use of the Equipment & Supplies (a "**Permitted Purpose**"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 6.

#### 6.4 Disclosure to Representatives

A Party may disclose another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 6.

#### 6.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that such Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

# 6.6 Other Disclosures by the City

The City's obligations under this ARTICLE 6 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 6, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

# ARTICLE 7 TAXES

#### 7.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 7, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule B include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive or are intended to be inclusive of any particular Sales Tax.

# 7.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City considers it necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 7.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 7.2(a).
- (d) If the City does not withhold an amount under Section 7.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.

(e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 7.2(a).

# ARTICLE 8 DISPUTE RESOLUTION

#### 8.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

### 8.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 8.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (b) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

# ARTICLE 9 MISCELLANEOUS

#### 9.1 Assignment

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.
- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 9.1(a).
- (c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- (d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

# 9.2 Subcontracting

The Supplier may, on its own behalf, but not on behalf of the City, engage a Subcontractor to assist in the performance of the Services, provided that:

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;
- (b) such Subcontractor has given a written deed to the City in which it has undertaken to abide by the terms of this Agreement; and
- (c) the Supplier shall remain wholly liable for the due performance of its obligations under this Agreement and shall be wholly responsible for the acts and omissions of such Subcontractor.

#### 9.3 Time of the Essence

Time is of the essence of this Agreement.

### 9.4 Costs

Each of the Parties hereto shall pay its respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

### 9.5 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 9.5(a) or Section 4.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

#### 9.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Supplier or City may be enforced against Supplier or City, as applicable, by any person not a party to this Agreement.

#### 9.7 Amendments and Waiver

No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

#### 9.8 Notices

- (a) Any demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or an email reply effectively acknowledging delivery), addressed to a Party as follows:
  - (i) if to the Supplier:

Dominion Voting Systems Corporation 215 Spadina Avenue, Suite 200 Toronto, ON M5T 2C7

Attention:John McKinstry, Regional Sales ManagerFacsimile:416 762 8663Email:john.mckinstry@dominionvoting.com

(ii) if to the City:

**City of Vancouver** Supply Chain Management 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y 1V4

Attention:Chief Purchasing OfficialFacsimile:604 873 7057Email:purchasing@vancouver.ca

With a copy to:

**City of Vancouver** 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y 1V4

Attention:Francie Connell, Director of Legal ServicesEmail:francie.connell@vancouver.ca

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as provided elsewhere herein.

- (b) Any demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 9.8(a) shall be conclusively deemed to have been given:
  - (i) if given by personal delivery, on the day of actual delivery thereof;

- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such order, demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

#### 9.9 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - (i) as otherwise agreed by the Parties pursuant to ARTICLE 8; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 8 or any judgment of any court in the Province of British Columbia.

#### 9.10 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

#### 9.11 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

#### 9.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

# 9.13 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

# 9.14 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

DOMINION VOTING SYSTEMS CORPORATION

Signature

John Paulos, Resident & CEO Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER Signature  $\Box C$ Signature

Nick Kassam, Chief Purchasing Official

Huan Ngo, Category Manager

#### SCHEDULE A SERVICES

Estimated Quantity <sup>1</sup>					
1					
1					
4					
1					
100					
4					
500 CoV plus 100 UEL					
155 (with option to order up to 20 additional units)					
1					
1					
0					
1 set					
1 set (20 cards)					
3,000 CoV and 200 UEL printed & folded ballots for mail ballot purposes					
155 (with option to add up to 20 additional units)					
2 (with option to add up to 10 additional units)					
347,000 CoV and 6,300 UEL					

# ESTIMATED QUANTITIES

<sup>1</sup>Estimated quantities will be refined as logistics are finalized.

#### A-1 Personnel

- Supplier's Project Manager:
  - will be the City's stable, single point of contact for project planning, problem resolution, and any other necessary project-related communications;

- will track and manage all project issues, and will be the single point of contact for any escalations;
- will manage the project plan, project documentation and the delivery of all aspects of the Supply;
- will be fully apprised of the status of all project tasks, ensure timely delivery of all deliverables, and will be available to provide regularly scheduled project status updates to the City's staff; and
- will be the City's point of contact for any contemplated change orders.
- Supplier's Contract Manager:
  - will be the City's point of contact for accounting and contractual matters .
- Supplier's Technical staff:
  - Will be qualified and experienced;
  - Will conduct oversight of CoV staff performing logistics and accuracy testing for the first two days; and
  - Will provide both onsite and off-site support resources during the election cycle, for both software and hardware
- Supplier's Training staff:
  - o Will provide in-person training to the City's key Election Office staff
  - Will provide training material and trouble-shooting guide that can easily be adapted (in Word or PDF format)
- Supplier's Security clearance process for the Supplier's employees and/or subcontractors will be provided to the City, inclusive of criminal background checks, as requested by the City
- The City may refuse any Supplier employee and/or sub-contractor employee, at the City's sole and absolute discretion, and request that alternative personnel be provided by the Supplier within two weeks of the City's request.

#### A-2 Equipment

- Supplier's optical ballot tabulator will:
  - o Function for a defined period of time without external power support
  - o Have its own unique locking key that cannot be duplicated
  - o Allow the City to identify which users have used which keys on which machine
  - Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering (Supplier to have a process for ensuring data redundancy on each machine).
  - o Allows for wireless transmission of results (optional)
  - o Produce paper copies of integrity tests and ballot tabulations
  - Be delivered to and retrieved from a central location in the city (if leased) by the Supplier, in accordance with Section 2.3, Subsection g)
  - o Be easily transported in a secure and environmentally protected manner
  - o Be shipped with all cables and accessories necessary for operation
  - o Produce testing reports by serial number
  - Be able to be recalled and regenerated for the purposes of conducting a recount if and when necessary
  - o Be an up-to-date model of the tabulator
  - o Ensure no more than one ballot is fed through and read at a time
  - o Read a two-sided ballot

- o Accept a variety of ballot sizes
- o Read a ballot quickly, with no change in speed as memory is consumed
- Have date and time adjusted to within one minute of Pacific Time
- In regard to system performance and the requirements of Section 6 of the Vancouver Election Bylaw 9070, the system will perform to its specifications. Dominion does not see any issue where the system's specifications would not perform the requirements of Bylaw 9070 (based on Dominion's interpretation of the requirements of the bylaw). Regarding Section 6.20, Section 6.24, and Section 6.30 of "Voting Procedures as per Municipality Bylaw No. 9070c", the Dominion ImageCast Precinct tabulator will reject any ballot that fails any one of the numerous logic tests performed by the tabulator on the ballot upon ballot insertion. If a logic test fails, thereby indicating the ballot has been damaged and/or is unreadable, or is not a valid ballot, the tabulator will not allow a user override to process that ballot through the tabulator and into the ballot box. Instead, the tabulator will reject this unreadable ballot, and not allow it to be processed through the tabulator, to ensure the integrity of the election.
- Supplier's ballot boxes will meet the following requirements:
  - Ensure the security of contents (must be tightly sealed)
  - o Ensure contents cannot be tampered with
  - o Ensure contents are not visible from exterior (surface should be opaque)
  - o Configured to seamlessly fit tabulator and accessories
  - o Transportable, lightweight, and easy to carry
  - Durable to provide a platform for the tabulator and provide storage of paper ballots for a full voting day in a voting location.
  - Delivered to a central location in the city by the Supplier. After the election, the City will either store the ballot boxes for future use, or recycle the ballot boxes.
  - Have auxiliary compartment for storage of un-read ballots, in the event the ballot tabulator ceased functioning
  - Able to be re-used or recycled
  - o Can hold up to 3,000 ballots
- If required by the City, the Supplier's secrecy sleeves will meet the following requirements:
  - o Be lightweight and sturdy, allowing for multiple uses
  - Completely enclose the marking area of the ballot
  - Ensure privacy from the exterior (surface should be opaque)
  - Allow for easy submission of the ballot by voters into the ballot tabulator, while maintaining the security and privacy of the ballot
  - o (optional): Provide ballot tabulator insertion instructions designed and printed on the outside of the sleeve (City or Supplier to provide instructions)
- Supplier's accessible ballot marking devices for Advance Voting locations (quantity per location to be determined) will meet the following requirements:
  - Allow voters to feed a paper ballot into the machine to be marked by the machine's printer, for subsequent scanning and processing by the ballot tabulator at the voting

place

- o Be simple and easy to use by voters to mark their ballot
- Ensure the secrecy of the voter's vote
- o Provide access for persons with various mobility or visual impairments
- o Provide ballot presentation in English language only
- Function for a defined period of time without external power support
- o Have the same security standards as those applied to the ballot tabulators
- Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering
- o Be easily transportable in a secure manner
- Will include all necessary accessories
- Produce testing reports by serial number
- Will be delivered to and retrieved from a central location within the city by the Supplier, if leased by the City, in accordance with Section 2.3, Subsection g)
- If required by the City, the Supplier's on-site printers for on-demand bailot printing (for use in the Election Office to produce ballots for purposes of Special Voting Opportunities, or to print ballots in Voting Places on Advance and/or General Voting Days) will meet the following requirements:
  - o Produce on-demand ballots that look the same as professionally-printed ballots
  - o Print ballots quickly and easily
  - Integrate with the City's existing technology or leased technology (e.g. laptops), and provide minimum operating requirements for associated software
  - o Are easy to integrate into each voting place, and easy to use by Election Office staff
  - Are environmentally-friendly
  - o Print double-sided
  - o Include ink, as per the Specifications
  - Will be delivered to and retrieved from a central location in the city, if leased by the City, in accordance with Section 2.3, Subsection g)
  - o Operable in remote voting locations

#### A-3 Services

1) Tabulation, Reports and Results

On election night, the City provides intermittent updates of unofficial election results until the proclamation of final unofficial results later the same evening. Official results are proclaimed after the General Voting Day on a date specified by the statutory calendar.

The City requires a service that enables the City to quickly collect election results and post these results on the City website, distribute it to the media, as well as post, where applicable, to the City's open data webpage during election night and after the election, if applicable. Due to the high volume of voters at certain voting places, the City may require two ballot tabulators to be used at a single location.

The Supplier's election results application will meet the following requirements:

- Tabulate results automatically, as per the system's Specifications. Tabulate results as they come in, in real-time, either wirelessly or through memory stick using a manual process to load into the system
- Allow for two or more ballot tabulating machines to be programmed, where required, to

produce results for one Voting Place so that a single location can be reported out on. Provide the ability to have a direct feed to all of the data collected by the ballot counters, so that the City could create whatever visualizations are required from the data. In this regard, Dominion will provide only the following:

- The Internet-based graphical display is completely automated and runs behind the scenes, taking a direct feed of results from the Results Tally and Reporting module, which is consolidating results from all the ballot tabulators in the field. Once election officials have released a set of results, JSON files are created from Results Tally and Reporting and automatically transferred to a local FTP directory (or via an external memory device), and the graphical display is automatically updated.
- Election results can be exported in JSON format for use with Dominion's Election Night Reporting online display of results. News media can either import the JSON file into their own display program, or use the Dominion

graphical display report for broadcast. The Results Tally **and** Reporting module exports results data in XML by default. In addition, the Results Tally and Reporting module can import customized XSLT transformations, thus allowing election results to be presented in any format such as Microsoft Excel Format (.xls) and Comma Separated Value (.csv). W3C defines a language that transforms XML JSON files into more readable formats, such as clear text files, HTML, XHTML, other XML formats, SVGPDF, etc. Any number of XSLT transformations can be defined. When an XSLT transformation is created, it is automatically attached to all transfer points set within the system. This means that, in addition to the XML JSON results file, the system will create other output file formats defined by the XSLT transformations.

- Provide Dominion's standard online graphical display.
- Be customizable to the City's logo and colours.
- Be mobile-friendly (conform to various screen sizes)
- Allows for results to be produced and displayed in a variety of formats, some of which include:
  - o XLS
  - o CSV
  - o List of results by race, number of voters, voting location, local area (as
  - defined by the City), political party affiliation, and candidate name
- o Automatically refresh every 30 seconds with a manual refresh option if required.
- Allow for use of the system's proportional voting features, as per the Specifications, should the requirement for a preferential election arise. Ensure any web interfaces that are part of the solution should be fully responsive and hosted on the City's web infrastructure that is scalable in order to handle fluctuations in web traffic
- The Supplier's rental Results Tally laptop will have no other applications besides the Supplier's Results Tally application, and third party software products required to allow the operation of the Results Tally application.
- The Supplier will provide the system's standard final results reports, as per system specifications.
- The Supplier will provide the system's standardized CVR export in CSV file format, containing ballot level data, as per the system's specifications.
- The ballot readers will provide comprehensive reports, which provide detail on any

#### errors/ over/under/blank votes in ballot feeds through the device

#### 2) Technical Support

The City requires a technical support model to ensure that risks and issues are anticipated, adequately mitigated and, where issues arise, that they are appropriately tracked and resolved in a timely manner. The Supplier will provide support to fulfill these requirements:

- Onsite technical support for the first 2 consecutive Advance Voting Days during the Advance Voting period (October 10-18, 2018)) and General Voting Day (October 20, 2018); onsite resources will be identified to the City no later than July 1, 2018 for vetting and acceptance by the City
- Offsite technical support during the above noted periods
- Project management support from March to November 2018, including management of project plan and regular project status update meetings with the City (frequency to be agreed on by the City and Supplier) and documentation submission (project status update reports)
- Established and documented incident tracking and escalation procedures
- Configuration and programming of tabulators
- Logic & Accuracy Testing support, whereby Dominion support personnel provide advice and oversight to the City's team of testing staff.
- Full documentation of issues and resolutions
- Service Level Agreement (refer to Schedule D) for the services, including provisions for:
  - Pre-Election Services:
    - Project manager response times and contact info
    - Issue escalation process, response times and contact info
    - Hardware maintenance response process and timeline provide City dependencies
    - Voting Day Services (SVO, Mail, Advance and Election Day voting):
      - Call acknowledgement times
      - Open ticket response times
      - Hardware maintenance response process and timeline guaranteed service uptime
      - On-site support
      - Off-site support

#### 3) Project Management

The City requires a dedicated Project Manager that is responsible for ensuring all service deliverables are met.

The Supplier's project manager will:

- Create and manage a detailed project plan, including all key deliverables, timelines and resources assigned
- Provide project status update reports to City staff; the frequency to be determined by mutual agreement. Participate in regularly scheduled project status update meetings; frequency to be determined.
- Create agendas for each meeting and distribute in advance of the meeting to

participants

- Take meeting minutes and distribute minutes to meeting participants, including action items, within 2 business days of the meeting
- Track action items to completion

4) Logic & Accuracy Testing Support

The City requires that all equipment is properly tested and stored to ensure the integrity of the election.

The Supplier will:

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- Prior to delivery to the City's Election Office, test all devices to ensure they are functioning as designed, and provide the City with a reporting of the preliminary testing results
- Provide assurances of the devices' storage during and after preliminary testing, and prior to delivery to the City's Election Office
- Provide documentation of the logic & accuracy testing steps.
- Provide Tabulator Results Tape for logic and accuracy test reports for each device. City staff will execute the Results Tape command on each device, during the logic and accuracy testing process.
- Conduct an onsite sample audit of devices with the City's Chief Election Officer, the City's Internal Audit resource and any witnesses, in accordance with the City's election bylaw and as approved by the Chief Election Officer. This onsite sample audit will happen when the Dominion representative is already onsite for the Logic and Accuracy Testing session.
- Oversee City staff for the first two days of Logic and Accuracy testing, while the City staff conduct logic & accuracy testing.

5) Training for Key Election Office Staff and Trainer/Developer

The Supplier shall provide training for key Election Office staff and trainers who will in turn provide training to Voting Place staff. Comprehensive training materials, preferably in a format that can be adapted for the City's use (such as Word or PDE), will be provided for machine operation and t basic troubleshooting.

The Supplier shall provide training for Election Office staff and trainers that:

- Is instructor-led
- Is provided by an experienced, knowledgeable trainer
- Includes all scenarios of ballot tabulator use
- Includes how to use any other equipment provided by the Supplier for this project (e.g., touchscreen ballot marking devices, etc.)
- Includes training materials (both soft and hard copy) with visuals and step-by-step instructions
- 6) Ballot Design and Production Services

The Supplier will meet the following requirements:

a. Design:

- Be able to produce a ballot design within the City-provided deadlines, inclusive of providing the Chief Election Officer ("CEO") and Deputy Chief Election Officer ("DCEO") with several opportunities to review draft versions of the ballot, request amendments and provide approval
- Produce a design that:
  - o meets all legislated requirements and CEO's requirements including City's logo and party names
  - o can accommodate a large number of candidates (120+) on one page and referendatype questions on the back page
  - o is easy for voters to read and navigate
  - o has the ability to accommodate special characters and length for candidates' names o reflects information as it was provided to the Applicant (accurate)
  - o meets all ballot tabulator reading requirements;
  - o is acceptable to the CEO (within the design capabilities of the system); and o includes ballot marking pen specifications, or supply pens to be used to mark ballots (at additional cost)

#### b. Supply:

- Secure services of a printer within geographic proximity to the City
- Coordinate with the printer for the production of ballots and ballot packaging
- Provide documentation that ballot paper is within specifications required for the optical ballot tabulators
- Provide the second ballot with design features that make it easily differentiated from the first ballot (i.e., by size, colour, paper weight or texture) (optional)
- Provide ballots in an amount adequate for final Logic & Accuracy testing as specified in this document
- Packaged in a manner that they don't stick together
- Deliver ballots to a central location in the city, as specified by the City.
- Packaged in sets of 50 and boxed in quantities of 2,000

#### A-4 City-Provided

The following information will be provided by the City:

- Races
- Candidate names and associated parties. Note: some candidates may have names with special characters (i.e. with non-Latin characters) that need to be accommodated on the paper ballot.
- Referenda-type questions, if required
- The City will provide access to the following personnel:
  - Chief Election Officer
  - Deputy Chief Election Officer
  - Election Manager/Lead
  - Technical support
  - Subject matter experts, as required
- A-5 Acceptance Criteria
  - Provide documentation of pre-ship operational test results for each machine indicating 100% normal

function

- Perform visual inspection of all equipment and accessories before shipment to City
- A-6 Vancouver Municipality Bylaw No. 9070e
  - In regard to system performance and the requirements of Section 6 of the Vancouver Election Bylaw 9070, the system will perform to its specifications. Dominion does not see any issue where the system's specifications would not perform the requirements of Bylaw 9070 (based on Dominion's interpretation of the requirements of the bylaw). Regarding Section 6.20, Section 6.24, and Section 6.30 of "Voting Procedures as per Municipality Bylaw No. 9070c", the Dominion ImageCast Precinct tabulator will reject any ballot that fails any one of the numerous logic tests performed by the tabulator on the ballot upon ballot insertion. If a logic test fails, thereby indicating the ballot has been damaged and/or is unreadable, or is not a valid ballot, the tabulator will not allow a user override to process that ballot through the tabulator and into the ballot box. Instead, the tabulator will reject this unreadable ballot, and not allow it to be processed through the tabulator, to ensure the integrity of the election.

#### A-7 Data Wipe

The Supplier will perform data wipe of all software and hardware, and provide the City with evidence of same.

# Schedule B

# Pricing

Unit Prices stated in this Schedule B - Pricing Statement will be in effect during the term of the Agreement, inclusive of by-elections, recounts, and other voting or election events.

The Supplier's Preferred Customer Discount of 47% stated in this Schedule B - Pricing Statement will be in effect during the term of the Agreement, inclusive of by-elections, recounts, and other voting or election events.

In the table below, the amounts shown under 'Quantity' are specific to the 2018 Election. The 'Extended Price' column is specific to the 2018 Election.

A - Equipment, Accessories and Training Material - Service Option	Quantity	Unit Price	Extended Price	Detailed Description
Training materials (manuals, videos, product photographic images)	1 (softcopy)	included	included	
Troubleshooting Guide	1 (softcopy)	included	included	
Training Demo Tabulators	4	\$1,300,00	\$5,200.00	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)
Demo Training Ballots	100	\$0.25	\$25	Standard generic famous names training ballot
Test ballols for L&A	600	\$0.32	\$192	Printed Battots for L&A testing. 6,5" x 17", 500 CoV plus 100 UEL. Double-sided 100lb text. Shrink-wrapped in bundles of 50 sheets, boxed in 2000s. Similar to 2017 By-Election design and colours.
Set of cloned memory cards for up to 10 real Voling Place locations (i.e. 20 cards)	10 sets	\$160 per set	\$1,600	Includes card rential and preparation labour. As per Additional Memory Card price shown in Consumable and Additional Item section below (\$80 per card, including programming)
Training Ballot Boxes (large cardboard)	4	\$50.00	\$200,00	Large Cardboard Ballot Box (for ImageCast Precinct tabulator)
Ballot Boxes (large cardboard)	155	\$50.00	\$7,750.00	Large Cardboard Ballot Box (for ImageCast Precinct tabulator)
Small Half-size Tabletop cardboard ballot boxes (capacity 1,500 standard size ballots)		\$50.00	1	
Ballot Tabulating app/software (includes all EMS system l censing)	1	\$18,000,00	\$18,000.00	Election Management System (EMS) License Includes the following components: Election Event Definition Module License; § Module hosted by Dominion Results Taily and Reporting Module License; § Module installed on taptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license
				§ Includes 2 memory card readers to upload results from memory cards to Results Tatly laptop. § Standard results reports included as part of module
Printed Ballots for Mail Balloting – based on 17* ballots	3200	\$0.32	\$1,024.00	Printed Bellots for Mail Balloting (8.5 x17"): 3000 for CoV; and 200 for UEL. Ballots will be folded, double-sided, 100lb text, shrink-wrapped in bundles of 50 sheets, boxed in 2000s. Similar to 2017 By-Election design and colours,
Upgrade of ballot paper to infrared (optional)	lbd	lbd al a later date, if option chosen	tbđ	
Optical Ballot Tabulators	155 (with option to order up to 20 additional units)	\$1,300.00	\$201,500	ImageCast Precinct Oplical Scan Tabulator (including memory cards for each unit), Additional units to be ordered within Dominion's procurement lead time. Dominion to advise City on order deadline.
Note: opilical ballot tabulator units are provided in their carrying case, which has a sturdy cardboard exterior, with protective foam inserts and anti-static plastic covering for the unit.	155	\$0.00	\$0.00	:

Ballot marking pens	each	\$2.40		
Secrecy sleeves for 11", 14", 17" or 19" ballols	each	\$2.00		
Consumables & Additional Items	Per	Unit Price		
Recount Support Services	flat rate	\$1,300 plus taxes per day, per Dominion representative, plus travel expenses		
External Callular Modern Solution - Modern Receiving Server infrastructure purchase, 3-day onsite installation, 1-day onsite training. Does not include server rack or UPS. Does not include SIM cards for moderns or cellular connectivity service. This is a single, non-redundant server solution, 47% discount does not apply.	flat rate	\$32,420		
External Cellular Modern Solution - Implementation	flat rale	\$6,500		
Modem (1 modem per relevant tabulator)	each	\$200		
Results Transfer Module (RTM) License	flai rale	\$5,000		
Small Table-top cardboard ballot box (rental)	each	\$50		
Coroplast Plastic Ballot Box (rental)	each	\$200		
ELECTION Optional Items	per	Unit Price	@104,r31.V1	L
PREFER TOTAL PRICE OF 'A' (LEASE OPTION), NET OF DISCOUNT,		DISCOUNT (47%) ES, PER	(\$172,685.99) \$194,731.01	1
			\$367,417.00	
				Additional units must be ordered within Dominion's procurement lead time. Dominion to advise City on order deadline.
ImageCast Evolution (ICE) Accessible Voling Ballot Marker Device Solution	2 (wilh option to order up to 10 additional units)	\$5,935.00	\$11,870.00	Marker Device Tabulator (including Touchscreen Voling capability, Headset, ATI Hand-Held Controller, Paddles Device, Sip-and-Puff Device (with 10 mouthpicec straws), for deployment at central locations, for electors who cannot negotiate a paper ballot), NOTE; Only programmed for English language. Units will be configured for Accessible Voting Ballot Marking only, and not for fabulation. Units will sit on a table, not a ballot box.
tabulator (1 per each memory card compartment)	as needed	\$2.00		ImageCast Evolution Accessible Voting Ballot
Secrecy Steeves (optional) Memory Card Plastic Tie Seals -recommended 2 units per	0	\$2,00	\$0.00	
Ballot Marking Pens (optional)	0	\$2.40	\$0.00	l
Voting Booths (optional)	n/a	n/a	N/A	
Translation services for ballot marking device audio (only English provided for Accessible Voting Ballot Marker Device Solution)	1	\$7,000.00	\$7,000.00	ImageCast Evolution accessible voting units. As such, the English audio and visual presentation already exist, and will be provided as standard components of the accessible voting solution. The Dominion proposal does not include the provision of any other languages for the imageCast Evolution accessible voting solution. Please note that the City decided against touchscreen units for all Advance Voters, and instead decided to reserve touchscreen voting for voters with disabilities only. Since voters with disabilities constitutes a small percentage of voters, Dominion feels it is not cost effective to program Asian languages into the ImageCast Evolution to cover the possibility that a voter with disabilities is also a voter who cannot speak English. Therefore you have small number of voters with disabilities who may visit the voting locations with the desire to use accessible voting equipment, Dominion des not recommend the City spend the significant amount of money required to program Asian languages into the ImageCast Evolution accessible voting units.
Prinled bailous for Voling Days - based on 17" ballots	353,300	\$0.32	\$113,056	Printed Batiots for Voting Days (8.5" x 17): 347,000 for CoV plus 6,300 for UEL. Double- sided 100ib text. Shrink-wrapped in bundles of 54 sheets, boxed in 2000s. Similar to 2017 By- Election design and colours. This \$7000 total is for the Accessible Voting Ballo License fee. The License Includes provision of Enditsh audio and visual ballot preservation on th

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Memory Card Plastic Tie Seals	each	\$2.00		
Optional Backup Results Tally Rental Laptop (for redundancy, in case deployed Results Tally laptop fails)	each	\$1,320.00		Dominion to advise CoV of order deadline.
Additional Memory Cards, to allow redeployment of a tabulator (incl. programming) - 2 cards needed per unit.	each	\$80.00		
DOMINION'S TOTAL PRICE FOR 2018 ELECTIONS, Inclusive Training Material) + 'B' (Service Deliv	e of 'A' (Equipme verables) =	nt, Accessories &	\$230,990.96	- -
B - SERVICE DELIVERABLES			Unit Price	Detailed Description
Đraft project plan			Included	
in-person kick-off meeting			Included	
Project kick-off meeting with each Municipality			Included	
Supply and deliver training material and troubleshooting guide			Included	
Delivery of (X) 'demo' tabulators, (X) touch-screen ballot marking devices, and (X) ballot boxes for training development purposes (not to be used in the election)			Included	
. Supply and delivery of ballot boxes			Included	
Preliminary ballot design		-	Included	•
Provide in-person Election Office staff training			\$3,575	2 Consecutive Days of Elections Office Staff Training ( Dominion trainer). Onsite Training sessions conducte by Dominion trainer. Includes all travel expenses. Training will occur after imageCast Precinct training unit, ImageCast Evolution training unit, and Results Tally training application are delivered to the City.
Supply preliminary ballot design			Included	
Meet with each Municipality's tearn to discuss ballot tabulating application specifications for election night results			maada	
Provide each Municipality with ballot tabulating application			Included	Remote meeting, not onsite
specifications			Included	
h-person Election Office staff training			Included	Dominion Election Night Graphical Results Display,
Supply bailot tabulating application for election night unofficial results display			\$7,000	similar to the CoV 2017 By-Election § Standard template configured with your logo and colours § Allows real-time result updates as results are released by your officials on Election Night § For projection at City Hall, display on websites,
Ballot tabulating application/software				feeding to television, etc.
Vendor to certify that their in-house logistics and accuracy testing, which is conducted before shipping equipment to the City, has been completed (supply City with official documentation indicating			Included	
completion) Final bailot design and approval			Included	
Printed ballots for mail balloting			Included	
Deliver required number of ballots to City September 27, 2018			included	
Server required network of particles to tally - September 21, 2018			Included	
Optical Ballot Tabulators				Turn-Key implementation Services for all equipment Implementation Services
			\$32,500	§ Dominion labour for Project Planning, System Configuration, Pre-Ship Testing and Project Execution
On-site logistics & accuracy testing			\$3,700	L&A Testing Oversight of City Staff by 1 Dominion rep 2 consecutive days). CoV to have 3 to 4 staff performing the L&A testing. Onsite Dominion staff to oversee CoV staff for the first 2 days of L&A Testing.

Provide support on voting days		\$15,140	Dominion representative to advise on and oversee Logic and Accuracy testing performed by City officials. Includes all travel expenses. Cost of \$6,100 covers: 1 Onsite Dominion Support Representative for the first 2 consecutive Advance Voting Days within the Advance Voting period (Oct 10- 18, 2018), inclusive of all travel expenses. Dominion will provide remote phone support for the remaining Advance Voting Days Cost of \$9,040 covers Election Day (2 onsite Dominion reps x \$4,520), inclusive of all travel expenses.
Support the tabulation of unofficial & official results		Included	
Removal of bailot tabulators & accessories		\$6,500	All shipping charges related to this project § Equipment (delivery and return) and Consumables (including ballots)
Removal of touch screen ballot marking devices		Included	
Evidence of Data Wipe from all software & hardware		Included	
Estimated Fees/Disbursement	s	N/A	
TOTAL PRICE OF SERVICE DELIVERABLES		\$68,415	
	<b>-</b>		
Discounts	Description		
1	Preferred Customer Discount (47%)	(\$32,155.05)	
Total Price for B (Service Deliverables), Net of Discounts		\$36,259.95	

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#### Schedule C

#### Supplier Software Licence Terms and Conditions

#### 1. Software License Definitions

- (a) "<u>Licensee</u>" shall mean City of Vancouver.
- (b) "<u>Licensor</u>" shall mean Dominion Voting Systems.
- (c) "<u>Party</u>" or "<u>Parties</u>" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- (d) "<u>Software</u>" means the Democracy Suite<sup>®</sup> and ImageCast<sup>®</sup> software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- (e) "<u>Specifications</u>" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- (f) "<u>Third-Party Products</u>" means any software or hardware obtained from thirdparty manufacturers or distributers and provided by Licensor hereunder.

Other capitalized terms used but not defined herein will have the meanings given in the Agreement.

#### 2. License Terms

- (a) <u>License to Software</u>. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and Dominion Hardware. This License shall only be effective during the term of the Agreement and cannot be transferred or sublicensed.
- (b) <u>Print Copyright License</u>. Subject to the Print Copyright License terms and conditions as defined in Appendix A, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Appendix A hereto.
- (c) <u>Third-Party Products</u>. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the term of the Agreement as part of the Equipment & Supplies for the purposes described in the Agreement. This sublicense is conditioned on

Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

(d) <u>No Other Licenses</u>. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

#### 3. Payment

In consideration of the grant of the license, the Licensee shall pay the fees set forth in this Agreement.

#### 4. Upgrades and Certification

During the Term, Licensor shall make generally released upgrades available to the Licensee at no additional costs.

#### 5. Warranties

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

(a) <u>Software</u>. Licensor warrants that during the Term, the Software will function substantially in accordance with the Specification and Schedule A of the Agreement. If the Licensee believes that the Software is not functioning substantially in accordance with the Requirements or Schedule A of the Agreement, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

- (b) <u>Third-Party Products</u>. The warranties in this Section 5 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.
- (c) <u>NO OTHER WARRANTIES.</u> LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### 6. Prohibited Acts

The Licensee shall not, without the prior written permission of Licensor:

- (a) Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- (b) Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- (c) Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- (d) Alter, remove or obstruct any copyright or proprietary notices from theSoftware, or fail to reproduce the same on any lawful copies of the Software.

#### 7. Return of Software

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

#### APPENDIX A

#### To Supplier Software Licence Terms and Conditions

#### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

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

1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

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

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

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

Schedule D

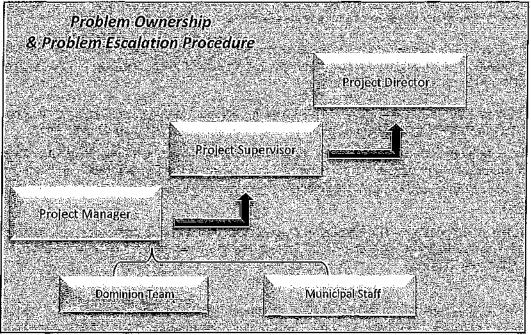
Supplier Service Level Agreement



### **Service Level Agreement**

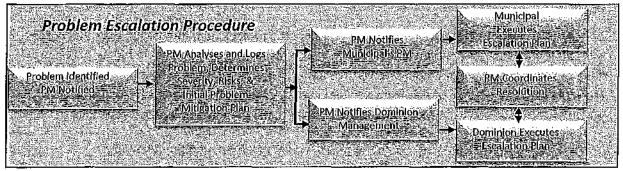
During the course of implementing the Voting Solution, Dominion staff work closely with Municipal Staff, to establish clear and timely information flow. This communication helps reduce the number of problems, and supports early identification of issues that require resolution through the Problem Escalation Procedure (PEP).

The following table outlines the problem escalation path for the Dominion Team:



Problem Ownership and PEP

Another key to the PEP is process. The Dominion Project Manager (PM) will follow a welldefined and proven PEP process, as depicted at a high level in the diagram below (Problem Escalation Procedure), and further details in this section.



Problem Escalation Procedure



The proposed process has the following key steps:

- Problem Identification Municipal Staff identifies a problem, or Dominion proactively identifies a Dominion problem.
- Problem Analysis The Dominion Project Manager will describe, document, and log the problem in Dominion's automated ticket tracking system. The Dominion Project Manager will notify appropriate Municipal /Dominion staff of the severity and risk of the problem.
- Problem Mitigation Plan (PMP) The Dominion Project Manager will lead a team to identify the root cause of a problem, determine/document mitigation approach, and identify the management point of contact for approval of the PMP.
- Mitigation Execution The Project Team will execute the approved PMP and track resolution. The Dominion Project Manager will monitor the problem on a daily or weekly basis during mitigation execution.
- **Problem Escalation Process** The Dominion Project Manager will escalate a problem, based on exceeding the resolution target time or at the Project Manager's discretion.

Since problems do not always occur during normal business hours, key stakeholders will be provided with emergency contact information, which will allow our team to be reached outside of business hours (e.g. evenings, weekends, holidays, etc.), and on an emergency basis.

 Problem Close-out – The Dominion Project Manager will document problem, resolution, and lessons learned. The Dominion Project Manager will also close out the item in the problem and risk logs.

Dominion Voting Systems' business is built on supporting customers to conduct elections in an error-free, secure, and on-time manner. The Dominion team designed our PEP to ensure that we address problems before they have an impact on an election. Higher-levels of service are provided during critical periods. Escalation always takes place to a position with a wider and deeper pool of resources at his/her disposal, to assist in resolution.

#### External Communication

Communication will be done in four ways.

**Scheduled Project Updates:** In the development of the project plan, the project team will agree with Municipality on the frequency and schedule of project update meetings. In these meetings, the Dominion Voting project manager will provide a full update on the project status to the Municipal's Project Team. In addition to scheduled meetings, the Dominion Project Team will provide written updates as required by the Municipality, according to an agreed schedule.

**Tasks Communication:** As set out in the proposed Project Plan, and the roles and responsibilities for project delivery, Dominion Voting employs a collaborative project



implementation strategy, working closely with the Municipality on implementation. Frequent task-level communication is required to facilitate this.

By Exception: In the event that project circumstances change, in a manner that could cause deviation from the project plan, the project manager will inform the appropriate Election Officials assigned by the Municipality. Where necessary, additional communication could be required to develop and put in place mitigation strategies.

Help Desk: Dominion will provide Help Desk support if the City or Municipality does have an onsite technical support.

#### Help Desk Communication:

During Election Day, an automated issue tracker is set up for the Dominion Voting Help Desk, to assist Dominion's On-site during active voting days. During an Election Event, the system provides online help desk and ticketing, 24 hours a day, 7 days a week. Ticket histories are archived and consolidated, so that Dominion can follow through all past conversations effectively. New tickets are automatically assigned, to reduce response times. The help desk can be reached by phone, fax or email. Email and fax are handled automatically, and Technical Support calling the help desk hotline speaks to a Dominion staff person. For each request, a ticket is created. All tickets are documented and assigned immediately to helpdesk agents who can respond or fulfill the request.

#### Help Desk Support:

Dominion provides a toll-free number for support during active voting periods: 1-886-654-8683 (VOTE).

Timeframe availability: Help Desk support is available during regular business hours (Mon-Fri, 8 am – 5 pm) and 6 am – midnight on Election Day. In addition, support personnel have company cell phones for after-hours support.

Dominion uses an automated ticket-tracking system. The target resolution time serves as a trigger point for escalation of the problem. The following table characterizes types, severity, and response times.

Phase	Initial Response	Estimation Response	Subsequent Responses	Target Resolution Time
Election Day	Immediate	30 Minutes	30 Minutes	delloure as a second
Ballot	Immediate	1 Hour	Every 2 Hours	4 Hours
Programming				
Pre Election	Immediates 2:	6 Hours	Each Calendar Days	1.BUSIDESS Day
Period				
Non-Election	Immediate	Next Business Day	Each Business Day	As Agreed



Period*		

**Project Manager:** Dominion's Project Manager will be available to the Municipal Staff and the Project Team throughout the life of the project. It is the responsibility of Dominion's Project Manager to ensure that the Municipality has the most updated contact information. The Project Manager Response times will be immediate and will be in constant communication with key Municipal Staff through the life of the project (initiation phase to closing phase). Project Manager will handle all planning material, issue resolution, day to day tasks and delegation of required action items for the duration of the project. A communication plan will be will be created during the kickoff meeting in collaboration with the Municipality. The communication plan will address contact information of required personnel, arrangement of onsite and offsite meetings, weekly status update schedule, and election event support schedule.

**Project Team Meetings:** The project team meets weekly or as required. This frequency can increase to daily, in response to changing project conditions. These meetings bring all team members together, and are used to ensure that all key tasks and deliverables will be completed according to the project plan, and allow senior management to provide assistance where additional internal resources or supports are required.

**Ticket-Based Task Tracking:** Internal work items in Dominion are tracked, using a specialized automated issue and project tracking software. This system supports issue tracking, project tracking and reports and analysis, through workflows customized by Dominion to the elections sector. By assigning tickets to key tasks, the project manager, project supervisor, and project director have continuous visibility on the progress of achieving these tasks.

**On-Site Support** – Dominion On-site support will be provided as an option. If required by the Municipality, Dominion can provide on-site support to the Municipality if required. Logic and Accuracy Testing and Advance Poll On-site support is optional. Election Day on-site support will be provided by Dominion Voting Systems. Dominion's On-site resource for Election Day will be located at the Municipality's central location. He/she will be responsible for addressing and resolving any concerns Municipal Staff have regarding the Voting Solution. Any on-site support required by the municipality is described in detail in the Work Narrative. On-site support will be determined based on Dominion's daily rate for each on-site support resource.

#### Please Note the Following:

**Logic & Accuracy Testing Support:** Municipal staff is fully responsible for Logic & Accuracy test resourcing and execution. Dominion's on-site resource's responsibility is to guide Municipal staff on L&A processes but not to operate or conduct testing. On-site support will be determined based on Dominion's daily rate for each on-site support resource.

Advance Voting: Dominion's On-site resource for Election Day will be located at the Municipality's central location. He/she will be responsible for addressing and resolving any



concerns Municipal Staff have regarding the Voting Solution. On-site support will be determined based on Dominion's daily rate for each on-site support resource.

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#### Schedule E

#### PROJECT MILESTONES AND PAYMENT SCHEDULE

The 2018 Contract Price (refer to Schedule B - Pricing Statement) = \$230,990.96 plus applicable taxes.

	CITY OF VANCOUVER				
Milestone	Timeline		Percentage of Payment	Payment Due	
Draft project plan					
In-person kick-off meeting					
Project kick-off meeting with each Municipality					
Supply and deliver training material and troubleshooting guide					
Delivery of (X) 'demo' tabulators, (X) touch-screen ballot marking devices, and (X) ballot boxes for training development purposes (not to be used in the election)	···· ····		30% of \$230,990.96 (equal to	Due at January 7, 2018)	
Supply and delivery of ballot boxes	April 2018		\$69,297.29)		
Preliminary ballot design	May	2018			
Provide in-person Election Office staff training					
Supply preliminary ballot design Meet with each Municipality's team to discuss ballot tabulating application specifications for election night results		· · · · ·			
Provide each Municipality with ballot tabulating application specifications		· · · · ·			
In-person Election Office staff training			15% of \$230,990.96	Due at July 1,	
Supply ballot tabulating application for election night unofficial results display			(equal to \$34,648.64)	2018	
Ballot tabulating application/software	· · · · · · · · · · · · · · · · · · ·	······	· · · · · · · · · · · · · · · · · · ·	···	
On-site ballot software and/or printer	· ·		30% of \$230,990.96	Due at August	
Supply and deliver optical ballot tabulators in August	-		(equal to \$69,297.29)	31, 2018	

τοτ.	AL	100%	
Evidence of Data Wipe from all software & hardware	after December 16, 2018		
Removal of ballot printers Removal of touch screen ballot marking devices	15-Dec-18	5% of \$230,990.96 (equal to \$11,549.55)	4 days after evidence of Data Wipe from all software & hardware
Removal of ballot tabulators & accessories	Nov 28, 2018	_	
Support the tabulation of unofficial & official results		-	
Provide supports on voting days			
On-site logistics & accuracy			
Touch-screen ballot marking devices		(equal to \$46,198.19)	31, 2018
Optical Ballot Tabulators		20% of \$230,990.96	Due at October
Deliver required number of ballots to each Municipality – September 27, 2018			
Printed ballots for mail balloting	27-Sep-18		
Final ballot design and approval	22-Sep-18		
In-person train-the-trainer			
Supply and deliver on-site ballot printing capability (software and/or printers)		_	
(supply each Municipality with official documentation indicating completion)		_	
Vendor to certify that their in- house logistics and accuracy testing has been completed			
In-house logistics and accuracy testing certification			]

Note: If the City intends to use the Supplier's goods and services for the 2022 Elections, or any other voting or election events during the term of the Agreement, the City and the Supplier shall reach prior agreement on project milestones and related payment schedule. For 2022 Elections, the expectation is that project milestones and the payment schedule will be similar to this Schedule E.

#### SCHEDULE F

#### SUPPLIER'S PROJECT MANAGEMENT

Some of the key responsibilities of the Dominion Project Manager are: ownership and ongoing management of the project plan, attendance at bi-weekly (note: <u>weekly</u> when closer to Election Day) status update meetings (where the Dominion Project Manager is expected to provide a project status update), creation of agendas and tracking and distribution of all action items/meeting outcomes.

#### Personnel

1. The City requires a single, stable and qualified project manager who is responsible for managing the project plan, project documentation and the delivery of all aspects of contracted work. The project manager will be fully apprised of the status of all project tasks, ensure timely delivery of all deliverables and will be available to provide regularly scheduled project status updates to the City's staff.

#### **Project Management**

The City requires a dedicated Project Manager that is responsible for ensuring all service deliverables are met.

Dominion will provide a project manager who will:

• Provide project status update reports to City staff; the frequency to be determined

• Participate as part of bi-weekly (to begin) then weekly project status update meetings throughout the project

Create agendas for each meeting and distribute in advance of the meeting to participants

• Take meeting minutes (including action items) and distribute minutes to meeting participants, within 2 business days after the meeting

#### SCHEDULE G

#### SUPPLIER'S KEY PERSONNEL

· · ·	
Name	Title
Liam Maley	Project Manager (Single-Point-of-
_	Contact for City for the project)
John McKinstry	Contract Manager (for
,,	contractual and accounting
	matters)

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# Enhancing the City of Vancouver Election Process

REQUEST FOR APPLICATIONS (RFA) No. PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

April 4, 2017, at 3:00 P.M. (PST)



City of Vancouver - FOI 2018-573 - Page 52 of 865







REQUEST FOR APPLICATIONS No. PS20161793 for SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

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April 3, 2017

Jason Lo, Contracting Specialist City of Vancouver Supply Chain Management 4<sup>th</sup> Floor, 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

## RE: RFA PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

Amendment No. 1 on March 20, 2017 and Amendment No. 2 on March 27, 2017

Dear Mr. Lo:

**Election Systems & Software Canada ("ES&S Canada")** is pleased to present the group of Vancouver jurisdictions this proposal for election equipment and support services.

Your transition to our leading-edge tabulation technology will improve all aspects of the election process for your voters, election workers, and voting equipment technicians.

#### KEY ASPECTS OF OUR SOLUTION FOR THE VANCOUVER GROUP

Our proven election systems are the best in the Industry. Our experiences with many generations of tabulation devices have brought to market a unique line of products not only for voters, but for administrators and poll-workers as well. The solutions we are proposing for Vancouver group have been used successfully in binding elections across Canada and the US.



#### **DS200 SCANNER AND TABULATOR**

The **DS200**<sup>®</sup> digital scanner and tabulator combines the best attributes of a paper-based system with the flexibility and efficiency of a digital environment. Precise ballot sensors simultaneously scan both sides of a ballot in high resolution. As a result, cast vote records and ballot images can be stored on USB memory devices and reviewed, as needed, on a standard PC. The DS200 is designed with flexibility to support a wide range of ballot configurations and designs. It allows for more efficient accumulation and transmission of votes, directly

from the polling place. *More than 30,000 DS200 tabulators are in use in 24 states and four (4) Canadian provinces.* 

#### **DS200 KEY FEATURES & BENEFITS**

- Unique user-friendly design. The DS200 tabulator was designed for easy election worker setup opening the lid powers on the unit in one simple step. The paper path, scanner bars, and other key maintenance components can easily be accessed in seconds.
- Largest display available. The DS200 LCD display is the largest available on a polling location based digital scanner. Our 12-inch display enhances voter, election staff, and election worker interfaces and usability. It provides immediate feedback and instructions to the voter in the language he or she selects.
- **Internal battery backup.** The DS200 has a built-in internal battery backup designed to meet the EAC 2005 VVSG certification standards. No external UPS (universal power supply) is necessary.
- **Patented technology.** The DS200 employs U.S. *patented* technology to quickly and accurately process ballots, discriminating between valid voter marks and extraneous ballot elements like smudges, spills, and perforations. This advanced technology enhances voting system accuracy and does not require uninformed tolerance manipulations by clerks or other election officials. The DS200 can be set to query voters about overvotes, undervotes, blank ballots, and other situations.
- **Patented Contact Image Sensors.** ES&S collaborated with Ricoh Engineering to design a *patented* CIS that enables users to obtain fast, accurate election results. The DS200 scans the front and back side of a ballot in 3 to 4 seconds. Our competitor products can scan a single ballot every 10 seconds on average. Meaning the DS200 can accurately scan twice as many ballots as our competitor products. No long voter line-ups using the DS200!
- **Integrated thermal printer.** In response to customer input, the DS200 tabulator's printer eliminates the need for a spool. You simply remove the used plastic core and drop in a new roll of thermal paper it's that easy.
- **USB driven data device.** The DS200 uses solid-state USB flash drives for secure election data. The USB drives are hot-swappable, operationally interchangeable, serialized, and are not affected by the data issues encountered with flash card drives and bent or broken motherboard pins. The DS200 also can also utilize multiple USB's for additional data duplication and storage.
- **Accessible.** The DS200 is compatible both with the AutoMARK and the next generation ExpressVote Universal Voting System.

#### **AUTOMARK VOTER ASSIST TERMINAL**

To aid some of the group members in bringing accessibility and consistency to its disabled voting population, ES&S offers our proven and certified solution – the **ES&S AutoMARK Voter Assist Terminal**. ES&S is able to provide British Columbia voters the most easy-to-use solution with the most accurate of results.

The touch screen and navigational keypad buttons are interconnected and can be used to complete all required operations. On the touch-screen interface, various colors and accessibility-enhancing effects have been chosen to prompt and guide the voter. These digital buttons meet all applicable guidelines regarding size and readability. The navigational keypad has been tested and modified through consultation with special needs groups. The keys are arranged to allow for an intuitive voting session. Each key has both Braille and printed text labels designed to indicate function and a related shape to help the voter determine its use.



- Arrow keys are used to indicate up, down, left, and right.
- The square key serves as an "enter" key.
- The diamond-shaped key allows for the screen to be turned on or off.
- The round key is used to repeat audio instructions.
- Two sets of long oval keys are used to vary the volume and tempo of audio instructions.

Regardless whether the voter uses the touch screen or audio interface, changes can easily be made throughout the voting process by simply navigating back to the appropriate screen and selecting the change.

The AutoMARK allows jurisdictions to maintain complete ballot accountability within the voting location. The number of printed ballots distributed to the voting location is the same number of ballots the returning office needs to account for when reconciling a ballot counts. Every voter is given the opportunity to mark the same ballot; there is no separate ballot or report required to reconcile a ballot that has been voted by a disabled individual.

#### **ELECTIONWARE ELECTION MANAGEMENT SYSTEM SOFTWARE SUITE**



Electionware is ES&S' election management system (EMS) software. The ES&S EMS solution provides end-toend election management activities. The group of Vancouver jurisdictions will be able to use Electionware software to *create your election information database, format ballots, program ballot scanning equipment, create voice files, count ballots, and generate results reports.* Electionware is a fully integrated election management software application that will allow the Vancouver group to complete election management tasks through a single uniform user experience. It has a powerful and intuitive user interface and a single, common relational database. Benefits include:

- **Ease of Use.** Electionware is an intuitive, easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows us to create, layout, and program your election much faster.
- **Security.** Electionware incorporates the very latest in election security, including heightened audit controls and change management processes that are built-in to make sure your election data is safe and secure.
- **Single User Interface.** Electionware comprises several modules, each one representing a stage of the election creation process. Stepping through each module allows the user to systematically proceed with election creation free from worry that key steps have been overlooked.
- **Multi-User Support.** Electionware's multiple user support allows the Vancouver group personnel to enter information and prepare data from several workstations simultaneously. Each user is assigned their own login credentials and the system tracks all actions in its robust Events Log.
- **Election Results Reporting.** Election Reporting Manager® (ERM) is ES&S' election results reporting program. ERM will generate paper and electronic reports for election officials, candidates, and the media. ERM is designed to print reports and display updated election totals on a monitor as results are received from polling locations. Report editing features enable the user to read data from a variety of scanners, customize report formats, and generate accurate election results.

Help System. Electionware contains an interactive, comprehensive help system.

#### STABILITY

ES&S is the recognized leader in the election market. Through the continual development and introduction of innovative election products, ES&S has emerged as the leading provider of end-to-end, fully integrated voting solutions.

When deciding between future partnerships, it's important to keep in mind how much industry specific experience the company you're choosing has in your local election industry. ES&S has been providing election equipment, software, and services for nearly 40 years. Because we are our own manufacturers, ES&S has the ability to work with our customers to discover your needs and accomplish your goals.

We provide our large customer base with a variety of products and services that include voting system hardware and software sales and support, ballot layout/coding/voice file production, equipment maintenance and support, on-site support for pre-election testing and Election Day activities, 24/7 technical and customer



Election Systems & Software 17-1730 McPherson Court Pickering, Ontario L1W 3E6 P: 905.831.0909 F: 905.831.0900 www.essvote.ca

support, project management and implementation services, voter registration services and support, ballot printing, vote by mail packet processing and mail services, electronic poll book sales and services, and voting system consumables and supplies.

We appreciate the opportunity to present our election-proven voting system to the group of Vancouver jurisdictions and look forward to a continued partnership with each of you and your staff.

Thank you for considering our proposal. If you have any questions, please feel free to contact myself or Glenn Foote, Senior Managing Director – Canada at the following contact information.

Glenn Foote Senior Managing Director – Canada Election Systems & Software Canada ULC (ES&S Canada) 17-1730 McPherson Court. Pickering, ON L1W 3E6 Tel. 905.831-0909 Fax. 905.831-0900 Mobile. 416.994.6271 Email: gefoote@essvote.com

Sincerely

Name: Richard J. Jablonski Title: Vice President, Finance Email: djjablonski@essvote.com Legal Name of Proponent: Election Systems & Software Canada ULC GST Number: 81558 9536 RT0001 Date: Monday, April 3

Maintain Voter Confidence. Enhance the Voting Experience.

# **EXECUTIVE SUMMARY**

**Election Systems & Software, Canada ("ES&S")** is pleased to present the Vancouver group of jurisdictions this request for proposal for your election equipment and support services.

To ensure a successful Election, the Vancouver group needs an experienced partner with a proven track record of solution focused voting system implementation and four decades of election experience – *The Vancouver group needs ES&S!* 

#### A SYSTEM THAT MEETS YOUR NEEDS

As a company with over 40 years of election experience we understand how to serve the election processes in Vancouver. We have over the years, had the privilege of learning as much from our clients in Vancouver as we hope to have imparted. For example; we understood and valued the issues generated when using external card readers to read voting media data. This is why our newest technologies use USB direct read drives. Doing away with cumbersome external PIN driven reader devices is just one of the ways we have been able to eliminate issues and make our products better!

The knowledge our customers like yourselves have imparted to us over the years have made our **Company** and our **Products** stronger!

#### ES&S – LONGEVITY AND STRENGTH

#### ES&S is the largest and most experienced paper tabulation company in the world.

Together, ES&S and our customers complete thousands of successful elections every year. We have managed projects of all sizes, from large-scale, complex installations (thousands of units with millions of voters), to single units and hundreds of voters. At ES&S, every day is Election Day.

With more than 480 election-focused associates and ownership that provides solid financial strength, ES&S is well-positioned to provide a long-term commitment to the large group of Vancouver jurisdictions.

#### SUMMARY

Our solution will provide the group of Vancouver area clients with a *reliable, cost-effective, state-of-theart voting technology system* that will continue to meet the needs of British Columbia voters well into the future. The Vancouver group staff and election workers will find our hardware equipment *easy to move and set up* on Election Day and *convenient to store and maintain* when the election is over. And, as always, our *team of customer service and technical support experts* will be available to assist with any questions or concerns that arise.

Thank you for this opportunity to present this information. We look forward to future successes as we continue to provide our clients in British Columbia with the unparalleled election service and support.

# PART B – SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS

#### **TECHNICAL INFORMATION**

#### **C. SCOPE OF WORK**

#### C.I PERSONNEL

1. Each municipality envisions a relationship with an account manager that offers a stable, single point of contact for planning, problem resolution, contract negotiation or any other necessary communications. Our interest is in ensuring that all issues are tracked and managed by a single, qualified person. The single point of contact would be the point at which any escalations are made.

#### **ES&S RESPONSE**

ES&S agrees and will comply. The Account Manager will be a single point of contact for each of the jurisdictions Election/IT staff. The Account Manager will manage ES&S resources, add resources if required. He/she will track project issues and report issues to the Managing Director. The Account Manager will be responsible for contract changes, hardware and software changes, issues resolution and escalation and reporting.

2. Additionally, each Municipality wants a single, stable and qualified project manager who is responsible for managing the project plan, project documentation and the delivery of all aspects of contracted work. The project manager will be fully apprised of the status of all project tasks, ensure timely delivery of all deliverables and will be available to provide regularly scheduled project status updates to each Municipality's staff. Preference will be made to personnel with project management accreditation.

#### **ES&S RESPONSE**

ES&S agrees and will comply. The dedicated Project Manager will work closely with all of ES&S's internal support teams and the Technical Implementation Manager to ensure a complete solution is provided, implemented and production environments are successfully setup and tested prior to events. The Project Manager will be responsible for tracking the project plan, managing tasks and milestones, reporting issues, ordering hardware and software, managing the shipping of hardware and software and any other project

related tasks. The ES&S Project Manager will also work with the jurisdictions on operation and support manuals.

3. We also envision qualified and experienced technical staff available to conduct logistics and accuracy testing, as well as, provide support during the election cycle for both software and hardware. The Municipalities have a preference for a support model that encompasses both on-site and off-site support resources.

#### **ES&S RESPONSE**

ES&S agrees and will comply. The Technical Implementation Manager will be a dedicated onsite resource for each of the municipalities. The TIC Manager will implement the ES&S solution under direction of both the Project and Account Managers. The TIC Manager will receive and pack hardware and software prior to and after each event for shipping. The TIC Manager will support onsite events such as Mock Testing, Logic and Accuracy Testing, and Election Event days. The TIC Manager will report all issues to the Account Manager.

4. The Municipalities would like the Applicant to provide instructor-led, in-person training to key Election Office staff and the trainers of Voting Place teams (two separate training sessions). While each Municipality will be responsible for the training of Voting Place teams, the Applicant will provide training material and troubleshooting guide that can easily be adapted (in Word or PDF format) and used for each Municipality's own training purposes.

#### **ES&S RESPONSE**

ES&S agrees and will comply. The ES&S Certified Trainer will be responsible for onsite operations training on all ES&S products the City will use during their events. The Trainer and training team will work with the municipalities Project Manager to provide operations documentation for support of the ES&S products.

The Contractor must provide their process of security clearance for the Contractor's employees or subcontractors. Contractors may be asked to provide criminal background checks of Contractor's employees or subcontractors, as requested by the Municipality. Municipalities reserve the right to refuse any Applicant personnel and request that alternative personnel be provided by the Applicant within two weeks of Municipality's request.

#### **ES&S RESPONSE**

ES&S performs background checks on all employees. Candidates that do not pass a background check are not hired. Currently no specific security clearance is needed.

#### C.2 EQUIPMENT

C2.0 The Municipalities require optical ballot tabulators that: Function for a defined period of time without external power support

#### **ES&S RESPONSE**

The DS200 unit's internal battery supplies a minimum of 4 hours of continuous use in the event of power failure. The unit's integrated internal backup memory and power supply ensure that no votes are ever lost due to power loss or equipment failure. The battery is "floating" on the system, meaning the DS200 transitions to battery operation immediately without system impact.

When the battery gets low, the system deactivates gracefully to ensure no ballots are being scanned, or data is being written to the USB flash media when it loses power completely. The systems integrated ballot box includes an emergency ballot bin for temporary storage of voted ballots until power returns.

### Have their own unique locking key that cannot be duplicated

#### **ES&S RESPONSE**

Each DS200 device comes with a barrel key for locks that protect ballot compartments, the tabulator platform, ballot slot, USB flash drive, backup flash drive, power buttons, operational mode buttons, power cord, and all other critical system components. <u>Barrel keys cannot be duplicated</u>. Nor do the municipalities need to worry about mismanaged electronic keys which require individual, time consuming programming to ensure Opening and Closing of your Polls. Keeping Election Day simple is one of the benefits of the DS200.

For enhanced security, it is also recommended that tamper-evident security seals (pictured here) be applied across door opening, ballot box compartments, and USB flash drive port access doors to ensure that any attempt to tamper with a DS200 device is easily detected.



Not only are barrel keys secure, they are dependable and less prone to malfunction than electronic key fobs or other e-key designs which need to be programmed for use. Vancouver area poll workers deserve a secure, easy to use

device which is easy for your poll workers to understand.

Allow the Municipality to identify which users have used which keys on which machine

#### **ES&S RESPONSE**

ES&S uses barrel keys for the DS200 units. Using generic keys instead of key fobs which need to be programmed to a particular poll worker will ensure election administrators see fewer issues when your poll workers open and close your voting machines on Election Day. To ensure chain of custody and machine security, ES&S employs a number of methods which include security seals, a large touch screen for voting machine and poll worker <u>passwords</u> for operational activation.

Electionware database server: The security access codes set up in Electionware are sent to the tabulators on a Qualification Media in the form of SHA-256 hashes. During election creation, a unique FIPS RNG-generated

AES key and an election-specific Public/Private key pair are generated. The election definition sent to the devices on the election media is encrypted using a password-based derived key of the Election Access Code and signed by the election-specific private key. The election-specific AES key sent to the tabulators on the Qualification Media is used to encrypt data from the tabulators to the EMS. In addition to encryption, all encrypted data is further signed using a machine-specific private key generated during the Qualification process on the tabulator. The incoming election media containing results are first sign-verified to ensure authenticity and then decrypted for results accumulation.

A complete security hardening process is provided for the computer platform of the EMS as a security measure. This process hardens the basic input/output system (BIOS), the operating system, and the User Access Controls so data cannot be modified outside the intended flow of the application or by a malicious hacker.

Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering (Applicant to provide their process for ensuring data redundancy on each machine).

#### **ES&S RESPONSE**

The DS200 system continuously evaluates whether the hardware and firmware are executing only in the authorized fashion. Any deviations from this execution due to tampering or system issues are immediately logged and reported to the user via the touch-screen interface and the machine Events Log.

The DS200 Events Log report lists all system events (errors, exceptions, and user-initiated functions) from the time an election worker inserts the unit's removable USB memory device until the memory device is removed. Each event appears in the audit record with a date and time stamp.

A user can view the Events Log on the DS200 or print the contents on the thermal printer built into the machine or from the Electionware EMS after a user has closed the polls and transferred the data from the memory device to Electionware.

Additional security measures that prevent improper use include:

- Electionware and the DS200 share a robust Digital Signature and access code security feature. This feature provides a high level of security for data transferred between the election management software and the DS200. This system utilizes a public and private key management and security process which includes access code protection to prevent unauthorized access to critical system functions.
- Administrative menus cannot be accessed without a system access code.
- The system is pre-programmed to allow only three sign-in attempts before the password and login are disabled.
- The on/off switch for the DS200 is secured behind a locked door. Someone tampering with the system would have to secure the correct key to open the access door, and then enter the correct password.

- The USB flash drive stores images of each ballot cast. To ensure security, the ballot images are stored with random names assigned to each ballot image file to protect voter anonymity. Image storage is an option set in Electionware. You can select to save all, save only images of ballots with write-ins, or not save any images at all. The system automatically saves XML records of each ballot cast.
- A wire seal can be applied to the USB flash drive containing the election definition, vote results, images, and audit log data. This wire seal is in addition to the access door lock and application of a tamper-proof seal. Further, the rear access door containing the backup USB flash drive (if required) can be sealed the same as the front door.
- ES&S designed voting system hardware, including the DS200 tabulator, is designed as a single purpose device with no ability to overwrite or change the election definition or system firmware by interfacing with the device once an election official installs election programming.
- ES&S software digitally signs every cast vote record and the package of cast vote records captured by the DS200 tabulator. Additionally, ES&S application software exceeds the VVSG requirement by placing a digital signature on all data sent to the DS200 tabulator on removable media (from the EMS PC) and all data returned from the DS200 tabulator on removable media (to the EMS PC).
- Tabulator and EMS encryption processes use the Advanced Encryption Algorithm (AES) algorithm 256 bit key within the RSA Crypto Library. The Cryptographic Algorithm Validation Program (CAVP) certification for this library for AES is #303.

Tabulated vote results are stored on a removable USB memory device in a secure compartment of the DS200. No tabulated vote data is stored to the unit's internal flash card. If a power outage were to occur, the DS200 would continue to operate seamlessly on internal battery power for a number of hours, depending on the number of ballots processed. During this time, all vote and ballot image data would continue to be stored on the USB flash drive. If the power outage continues, the USB flash drive, containing the vote and ballot image data, can be removed and inserted into a spare DS200 whereupon voting can continue seamlessly. In all situations, the jurisdiction will always have the paper ballots cast on the DS200 as the permanent paper record for recounts or canvassing operations.

An optional backup USB memory device can also be used in the rear access panel to create a redundant memory location. This backup media is created upon poll close and protects against damaged or lost memory devices. Placing the secondary USB in the rear of the DS200 and the primary USB under separate lock and key at the front of the unit provides an additional enhanced layer of security for the DS200.

In summary, the DS200 allows you to capture the data in three independent manners: the primary USB, the backup USB, and the actual ballot itself which is securely stored in the protective ballot box.

Allows for wireless transmission of results (optional - price separately if available)

#### **ES&S RESPONSE**

The DS200 can be configured to remotely transmit results via a wireless carrier network or wired analog landline modem to an SFTP server at Election Central after the polls are closed. The ES&S DS200 uses an

integrated internal secure GSM modem. We do not use external devices plugged into our voting machines to transmit election results.

Produce paper copies of integrity tests and ballot tabulations

#### **ES&S RESPONSE**

The DS200 provides numerous paper reports to enable the Vancouver municipalities to test the election integrity and review ballot tabulations, including a ballot status accounting report, zero totals report, event log report, configuration report, and voting results report.

```
Will be delivered and removed (if leased) by the vendor
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#### **ES&S RESPONSE**

Yes. please see the included Pricing. The tabulators will be delivered and removed along with the ballot boxes.

Are easily transported in a secure and environmentally protected manner

#### **ES&S RESPONSE**

For jurisdictions using the plastic ballot boxes, the DS200 is stored and transported in its hard shell carrying case to protect against dust, moisture and vibration. The lockable carrying case for the DS200 is capable of withstanding real world impacts, shocks, and vibrations that are experienced when transporting units to the poll site. The carrying case includes roller wheels and a telescoping handle to assist in the easy movement of the DS200 to and from the polling place.

For jurisdictions using cardboard ballot boxes, the DS200 units are transported in a light weight, padded, soft sided carrying case which can be secured with security seals.

```
Are shipped with all cables and accessories necessary for operation
```

#### **ES&S RESPONSE**

The DS200 is shipped with all cables and accessories necessary for operation. As a purpose-built simple to use scanner; the DS200 has all of its required cables connected internally. The only external cable the poll workers need to plug in is the power cable. Simply plug the DS200 into a power source and the DS200 is ready for use. ES&S understands how ease of use is important to your poll-workers and administrators on Election Day. Having multiple external devices and cords will only create issues.

#### Produce testing reports by serial number

#### **ES&S RESPONSE**

Each DS200 scanner has a unique serial number both physically affixed to the rear of the unit and programmed into the unit making it available to the scanner firmware. This serial number is reported as part of the various reports generated by the scanner, including the configuration, results, and audit reports as well as included in the logging function. The serial number is also part of the results data written to removable media and is provided to the EMS reporting software.

#### Can be recalled and regenerated for the purposes of conducting a recount if and when necessary

#### **ES&S RESPONSE**

The DS200 meets stringent requirements for system audits and recounts. The paper ballot used with the DS200 is the voter-verifiable paper record of all votes cast and provides an audit trail that is available to jurisdictions in the event a recount, including manual recount, is required. There are several ways to conduct a machine recount:

- The removable USB flash drive used in a DS200 on Election Day can be cleared and the ballots rerun. The results tapes from both ballot tabulation runs can be compared side by side to the actual Election Day results tape.
- A new removable USB flash drive can be programmed for a polling location. The ballots can be rerun and the results tapes compared.
- Standard paper ballot processing hand-counting methods would be used for manual recounts.

In addition, the results media can be loaded in Electionware for more results reporting functionality.

DS200 machine audit trails provide the supporting documentation for verifying the accuracy of reported election results. They present a concrete, indestructible archival record of all system activity related to the vote tally, and are essential for public confidence in the accuracy of the tally, for recounts, and for evidence in the event of criminal or civil litigation.

In addition to scanning paper ballots, the DS200 also retains a digital image of each ballot cast along with the associated Cast Vote Record (CVR) which also can be used for recounts and adjudication. Any required adjudication of the CVRs and ballot images is easily conducted inside Electionware Reporting software module using the various table and report displays. Any required electronic adjudication of the CVRs and ballot images is easily conducted inside Electionware module using the Various table and report displays. Any required electronic adjudication of the CVRs and ballot images is easily conducted inside Electionware's Reporting software module using the Ballot Review Workflow.

#### Are an up-to-date model of the tabulator

#### **ES&S RESPONSE**

Yes. The DS200 is an up to date model of tabulator. The DS200 was originally designed in 2006 by Ricoh copiers. In 2013, the DS200 went through a major hardware redesign. All major components including the

motherboard, display, and scanner board were refreshed with the latest hardware. ES&S expects to do the next major hardware refresh on the DS200 in 2020, meaning the DS200 is at the center of the current hardware's life cycle.

Ensure no more than one ballot is fed through and read at a time

#### **ES&S RESPONSE**

The DS200 rejects multi-feed ballots. The device alerts the voter with large, easy-to-read system message. The DS200 clearly informs the voter when the ballot has not been counted and outlines the steps necessary to resolve the issue. Once the steps are completed by the voter, the unit instructs the voter that the ballot has been counted.

#### Can read a two-sided ballot

#### **ES&S RESPONSE**

The DS200 can read one-sided, two-sided, and multiple-page ballots.

Can accept a variety of ballot sizes (provide all standard ballot sizes accepted)

#### **ES&S RESPONSE**

The DS200 is certified to tabulate 11", 14", 17", and 19" length ballots in 8.5" width. It is capable of accurately reading a landscape ballot with as many as 24 columns front and back.

Electionware provides almost unlimited flexibility in the size, design and layout of your optical scan paper ballot. The ballot can be designed in grid landscape/portrait, and the traditional three-column portrait ballot. Ballots can display in many different variations of columns as well. Each election must use one ballot length setting.

### Can read a ballot quickly, with no change in speed as memory is consumed

#### **ES&S RESPONSE**

The DS200 can read, scan and capture a ballot in 3 to 4 seconds. Our competitor products scan a single ballot in approximately 10 seconds. Correspondingly, the ES&S DS200 can scan twice as many ballots in the same time frame as our competitors. This means the Vancouver municipalities will have fewer line-ups on Election Day using the ES&S DS200.

The processing speed of the DS200 does not change as memory is consumed. The DS200 employs sophisticated and patented image scanning technology to quickly process ballots and accurately discriminate between valid voter marks and extraneous ballot elements such as smudges, spills, and perforations.

Meet all requirements as per section 6 of the Vancouver Election Bylaw 9070

#### **ES&S RESPONSE**

ES&S can meet all the requirements as per section 6 of the Vancouver Election Bylaw 9070.

#### C2.1

The Municipalities require ballot boxes that: Ensure the security of contents (must be tightly sealed)

#### **ES&S RESPONSE**

Both of our DS200 plastic ballot box and our DS200 cardboard ballot boxes ensure security of the cast ballots. The DS200 and its plastic ballot box provide multiple keyed locks and wire seal locations to secure storage compartments and ensure the security of your election. If desired, tape seals can also be used for additional security. All lock and seal locations can be easily accessed by poll workers to open and re-lock or re-seal as needed.



Many jurisdictions have the DS200 installed on the plastic ballot box

before Election Day and delivered to the voting center as a self-contained unit. When assembled, the DS200 ballot box ensures the ballot path from the DS200 to the ballot box is completely secure and contained. The only way for a ballot to be deposited in the ballot box is by scanning it through the DS200.

On the DS200 ballot box, keyed locks secure the doors to the main and auxiliary ballot box compartment. Two more keyed locks, on either side, secure the DS200 carrying case to the ballot box base. Two latches and a keyed lock secure the top of the carrying case in a closed position. Inside, a keyed lock secures the DS200 scanner to metal rails and prevent its removal from the case. If desired, a wire seal can be affixed near each of these keyed locks. Up to four wire seals can be applied to the latches that hold the top of the ballot bin closed.

The DS200 plastic ballot box can also be equipped with a blue sealable tote bin which sits inside the plastic



bin to catch cast ballots as they drop. Once full, the blue tote bin can be removed, sealed, and replaced with another empty tote bin.

The DS200 cardboard ballot box provides equal security without keyed access. Instead, the cardboard ballot boxes are seam sealed with security tape. The DS200 fits onto the cardboard ballot box so that no open compartments are accessible. Like the plastic ballot boxes, the cardboard ballot box has two sections, one for valid cast ballots and a second Auxiliary Bin for ballots requiring attention. The front and rear of the cardboard boxes are equipped with perforated ballot access doors for access once polls are closed.

#### Ensure contents cannot be tampered with

#### **ES&S RESPONSE**

All of our DS200 ballot boxes have been designed to ensure the contents cannot be tampered with. The DS200 plastic ballot box has seven keyed locks and nine locations for wired seals. Its solid construction and heavy duty steel base provide no opportunities for tampering.

The cardboard ballot box is similar in design and with the use of security seals and security tape will provide the municipalities secure ballot storage.

# Ensure contents are not visible from exterior (opaque)

# **ES&S RESPONSE**

The opaque plastic ballot box is comprised of two doors (auxiliary bin door and the lower bin door), both of which are covered with powder coated black paint.

The main bin of the ballot box is composed of ABS (Acrylonitrile Butadiene Styrene) opaque plastic material.

Likewise, the cardboard ballot box is opaque, ensuring contents are not visible from the exterior.

# Are configured to seamlessly fit tabulator and accessories

# **ES&S RESPONSE**

Both the DS200 plastic ballot box and DS200 cardboard ballot box are configured to seamlessly fit the tabulator. After the DS200 carrying is attached to the top of the plastic ballot bin, the DS200 terminal slides onto two mounting rails and the AC power cord is connected to the back of the terminal. The DS200 unit slides onto two mounting rails. After the DS200 is securely attached to the ballot box, a locking door hinges into place over the front of the terminal to prevent removal of the device and prohibit access to an expansion USB port on the back of the DS200.

The DS200 ballot box made of sturdy corrugated cardboard. The box can support the weight of the proposed DS200 voting tabulator and securely capture the voter's ballot after tabulation processing.

The DS200 ballot scanner and tabulator sit snuggly atop the cardboard ballot box. Ballots pass directly through the scanner into the secure ballot bin, maintaining security and privacy for voters.

# Are transportable, lightweight and easy to carry

#### **ES&S RESPONSE**

The DS200 plastic ballot box features caster wheels to easily roll it in place. It is transportable, lightweight, and easy to carry.

Likewise, the cardboard ballot box is lightweight, and easy to carry.

Are durable enough to withstand exposure to damp weather (rain or snow) and rough handling (during delivery)

# **ES&S RESPONSE**

The DS200 plastic ballot box is proven to withstand the rigorous transportation and storage requirements outlined in the 2005 Voluntary Voting Systems Guidelines (VVSG).

The main bin of the ballot box is composed of durable ABS (Acrylonitrile Butadiene Styrene) plastic material. The bottom of the ballot box is made of steel.

The DS200 is protected during storage and transportation in the included carrying case, which forms part of the ballot box. The lockable case is capable of withstanding impact, shock, and vibration loads accompanying private ground transportation. The unit's durability is further enhanced when the DS200 carrying case is attached atop the DS200 ballot box bin during storage and transit to the polling location.

The cardboard ballot box is made of sturdy corrugated cardboard material.

Will be delivered and removed (if leased) by the vendor

# **ES&S RESPONSE**

Yes, please see the included Pricing. The ballot boxes will be delivered and removed along with the tabulators.

Has an auxiliary compartment for storage of un-read ballots in the event the ballot tabulator was to stop functioning

# **ES&S RESPONSE**

The plastic ballot box contains two lockable and sealable ballot compartments, one large compartment for official ballots and a smaller auxiliary compartment for un-read ballots, which can be used in the event the ballot tabulator was to stop functioning.

The cardboard style ballot box has a separate auxiliary compartment to secure and protect ballots that have not been processed. The DS200 ballot box holds approximately 3,000 voted ballots; the auxiliary ballot compartment holds approximately 150 to 200 ballots.

Are able to be re-used or recycled

# **ES&S RESPONSE**

The ballot box (both plastic and cardboard) can be reused with each election.

# Can hold up to 3,000 ballots

# **ES&S RESPONSE**

Yes, the DS200 plastic ballot boxes can hold 3,000 ballots. Poll workers can monitor the number of ballots in the ballot bin by periodically viewing the public counter on the tabulator display. The DS200 Plastic Ballot Bin can also be outfitted with an inserted tote bin which can be locked, sealed and replaced as the ballots fill to a maximum number in the ballot box. A removable tote bin helps poll workers manage ballot box capacity, provides an easy way to transport ballots at the end of the night, and eliminates the need for poll workers to touch the marked ballots.

The DS200 cardboard ballot box holds approximately 3,000 voted ballots; the auxiliary ballot compartment holds approximately 150 to 200 ballots.

# C2.2

The Municipalities may require voting booths that: Provide ballot marking instructions designed and printed in the inside (instructions to be provided by the municipality)

#### **ES&S RESPONSE**

Ballot marking instructions specific to each jurisdiction will be affixed to the inside of the proposed voting booths.



Ensure privacy from the exterior (opaque)

# **ES&S RESPONSE**

The proposed voting booths are opaque and provide privacy from the exterior. The voting booths are specifically designed to provide maximum privacy and easy access by voters.

Are transportable, lightweight and easy to carry

# **ES&S RESPONSE**

The proposed booths are transportable, lightweight, and easy to carry.

Are durable enough to withstand exposure to damp weather (rain or snow) and rough handling (during delivery)

# **ES&S RESPONSE**

The proposed booths provide long-lasting strength and durability when deploying or when in storage.

Are able to be re-used or recycled

# **ES&S RESPONSE**

Yes. The voting booths can be reused.

Are simple and easy to setup

# **ES&S RESPONSE**

The proposed voting booths are simple and easy to setup.

Stand upright without extra supports required

# **ES&S RESPONSE**

The proposed voting booth stands upright without requiring extra supports.

Fit four voting booths back to back on a standard 72 in. L x 30 in. W event table

# **ES&S RESPONSE**

The proposed voting booths can fit four booths back to back on a standard even table.

# C2.3

The Municipalities may require secrecy sleeves that: Are lightweight yet sturdy, allowing for multiple uses

# **ES&S RESPONSE**

The proposed sleeves are durable, lightweight, and can be used multiple times.

Completely enclose the full ballot

# **ES&S RESPONSE**

The proposed sleeve will completely enclose the full ballot, concealing them while they are transported from the voting booth to the tabulator.

Ensure privacy from the exterior (opaque)

#### **ES&S RESPONSE**

The proposed secrecy sleeves are opaque, ensuring voter privacy is preserved.

Allow for easy submission of the ballot by voters into the ballot tabulator while maintaining the security and privacy of the ballot

# **ES&S RESPONSE**

The proposed secrecy sleeves allow for easy submission while maintaining the privacy of the ballot. The sleeves protect voter selections as the ballot is transported from the voting booth to the tabulator.

Optional: Provide ballot tabulator insertion instructions designed and printed on the outside of the sleeve (instructions to be provided by the municipality or Contractor)

# **ES&S RESPONSE**

Ballot marking instructions could be affixed to the proposed secrecy sleeves.



# C2.4

The Municipalities are looking into the use of Touch-Screen ballot marking devices at all of their Advance Voting locations (1 to 6 per location – Applicant to provide per item cost). These assistive devices should: Allow voters to

feed a paper ballot into the machine to be marked and then printed to be deposited into the ballot tabulator at the voting place

# **ES&S RESPONSE**

ES&S is providing the Vancouver municipalities our proven and certified accessibility solution – the ES&S AutoMARK Voter Assist Terminal. The ES&S AutoMARK will allow every voter the same access and accommodation with an added level of privacy. Whether a voter is sight impaired, hearing impaired, mobility impaired or not impaired at all, the ES&S AutoMARK will allow them the tools to successfully vote the exact same paper ballot every voter will receive on Election Day. Through unique and inventive technologies, the ES&S AutoMARK will help voters mark a ballot without a pen. The marked ballot will then be returned for insertion into the same tabulation device used for all voters. The ES&S solution ensures not a single voter will feel disenfranchised by the voting solutions we provide.

The touch screen and navigational keypad buttons are interconnected and can be used to complete all required operations. On the touch-screen interface, various colors and accessibility-enhancing effects have been chosen to prompt and guide the voter. These digital buttons meet all applicable guidelines regarding size and readability. The navigational keypad has been tested and modified through consultation with special needs groups. The keys are arranged to allow for an intuitive voting session. Each key has both Braille and printed text labels designed to indicate function and a related shape to help the voter determine its use. The ES&S AutoMARK is kept disconnected and separate from the main DS200 voting machine. Allowing separation will ensure these voters have privacy during their session. The separation will also ensure other voters ballots and the process of feeding balloting into the DS200 will not be affected – ensuring a more seamless and productive voting process.

# Be simple and easy to use by voters to mark their ballot

# **ES&S RESPONSE**

Touted as the most preferred accessibility device on the market – The ES&S AutoMARK terminal's touchscreen monitor and audio instruction provides simple instructions and indicators for all users.

Regardless whether the voter uses the touch screen or audio interface, changes can easily be made throughout the voting process by simply navigating back to the appropriate screen and selecting the change.

#### Ensure the secrecy of the voter's vote

# **ES&S RESPONSE**

To maintain voter privacy, the user can turn off the screen if they need help from a poll worker.

Language can be presented in an audio format that a user listens to through headphones. These headphones have low sound leakage to preserve privacy.

Ballot secrecy sleeves can help ensure privacy while casting a ballot.

The ES&S AutoMARK also has an Autocast feature which allows for the voter's ballot to be cast into a supporting container for private insertion into the DS200 after polls have closed to ensure voter privacy by election administrators.

# Provide access for persons with various mobility or visual impairments

# **ES&S RESPONSE**

The AutoMARK helps voters with vision and mobility impairments mark standard paper ballots without assistance. It complies with all HAVA ADA accessibility requirements for assisting voters with disabilities.

Provide multi-language ballot translation (audio and/or visual)(provide list of all standard languages provided)

# **ES&S RESPONSE**

The terminal's robust audio ballot and support for multiple languages also assists voters who are more comfortable reading or hearing ballot contents in an alternative language to cast their vote independently.

The standard languages provided are:

- English
- French
- Spanish
- Chinese
- Korean
- Japanese
- Hindi
- Bengali
- Punjabi
- Cantonese
- Mandarin
- Creole
- Russian

Additionally, .wav files support all languages.

Function for a defined period of time without external power support

# **ES&S RESPONSE**

The AutoMARK is equipped with battery power capability that is used to protect against interruption of electronic power. The AutoMARK seamlessly reverts to the backup battery when external power is lost. Normal voting can continue for at least two hours before power must be restored.

# Have the same security standards as those applied to the ballot tabulators

# **ES&S RESPONSE**

The AutoMARK operating software provides security access controls to limit or detect access to critical system components and to guard against loss of system integrity, availability, confidentiality, and accountability. It also provides system functions that are only executable in the manner and order intended, and only under the intended conditions.

The system's control logic is used to prevent the ballot marking function from executing if any preconditions to this function have not been met.

The system unit (hardware) is designed with safeguards to protect the unit against tampering during system repair, or interventions in system operations, in response to system failure.

System access during equipment preparation, testing and operation is provided by the appropriate AutoMARK technical systems, system administrator prior to delivery of the system, or by election officials upon delivery.

Security safeguards cannot be bypassed or deactivated during system installation or operation by the user.

# Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering

# **ES&S RESPONSE**

The AutoMARK is a ballot marking device and does not cast ballots; therefore, information on each machine will not be lost due to machine failure or tampering. This device and process also ensures election administrators have a single data device to report on election night for each voting location with no extra ballot or data accounting required by your poll-workers.

#### Be lightweight

# **ES&S RESPONSE**

The AutoMARK weighs 48 pounds. It comes with a convenient carrying case that includes a telescoping handle and durable rolling wheels to facilitate easy transport to and from poll sites.

Be easily transportable in a secure manner that ensures protection from environmental hazards (i.e., rain, snow, etc.)

# **ES&S RESPONSE**

The lockable airtight AutoMARK cases that come with the terminals are capable of withstanding impact, shock, and vibration loads accompanying surface and air transportation. The ES&S AutoMARK has been tested and certified to meet all Voluntary Voting System Standards for vibration and physical shock including system shake and drop tests.

# Will include all necessary accessories

# **ES&S RESPONSE**

The AutoMARK comes with the Voter Assist Terminal, transport case, power cord, ink cartridge, flashcard, headphones, secrecy sleeve, sip-n-puff device, and rocker paddle.

Produce testing reports by serial number

#### **ES&S RESPONSE**

Although the AutoMARK is not a tabulator, the system displays serial numbers physically and within any applicable software, logs, or reports.

Will be delivered and removed by the vendor, if leased

# **ES&S RESPONSE**

Yes. please see the included Pricing. The tabulators will be delivered and removed along with the ballot boxes.

The Applicant should include all costs related to translating the Municipalities ballot marking instructions, both in audio and written format, into other languages such as Mandarin, Cantonese and Punjabi in their proposal.

# **ES&S RESPONSE**

Please see included **Pricing** sheet.

# C2.5

On-site Printers for on-demand ballot printing may be used in the Election Office to produce ballots for purposes of Special Voting Opportunities, or to print ballots in Voting Places on Advance and/or General Voting Days. The

Municipalities envision printers that: Produce on-demand ballots that looks the same as professionally printed ballots

# **ES&S RESPONSE**

The ES&S Ballot-On-Demand solution uses an OkiData 711 high end production printer. ES&S has worked with the OkiData corporation to ensure through modification that the election ballot produced on the Okidata711 printers are consistently the same a professionally printed ballot. No other vendor can match the experience ES&S has in printing ballot-on-demand ballots. Over the years, ES&S and our clients have used the OkiData printers to print millions of election ballots. We understand that every ballot produced by an ES&S ballot-on-demand solution must be of the highest quality. ES&S is the only vendor with the experiences and technology to ensure this will happen.

# Print ballots quickly and easily

# **ES&S RESPONSE**

The proposed solution has plug-and-play capability, making ballot printing quick and easy. The unit is capable of printing ballots at a speed of 300 to 350 pages an hour (17-inch ballot). When using shorter ballot lengths, the throughput will increase to approximately 500 pages per hour (11-inch ballot).

Integrate with each Municipality's existing technology or leased technology (e.g., laptops); provide minimum operating requirements for associated software

# **ES&S RESPONSE**

Yes, the ES&S solution will integrate with each of the Municipality's existing or lease technology. Our proposed ballot on demand unit requires a minimum operating requirement of Windows 7 and Adobe Acrobat Reader.

# Are easy to integrate into each voting place and to use by Election Office staff

# **ES&S RESPONSE**

The proposed solution provides an easy-to-use interface, aiding in integrating into each voting place and for use by Election Office staff.

# Are environmentally friendly

# **ES&S RESPONSE**

The proposed solution is environmentally friendly.

- Eliminates waste from pre-printing too many ballots
- Lowers energy use for ballot printing and shipment

• Reduces chemical use

Print double-sided

# **ES&S RESPONSE**

The proposed printer includes automatic duplex capability for 11-, 14-, 17-, and 19-inch ballots.

Include all necessary ink

# **ES&S RESPONSE**

The proposed solution will include all the necessary ink required for operation.

Will be delivered and removed by the vendor, if leased

# **ES&S RESPONSE**

Yes. please see the included Pricing. The on-demand printers will be delivered and removed along with the ballot boxes.

Are operable in remote voting locations

# **ES&S RESPONSE**

Yes. The proposed solution is compact and portable, making it a great fit for operating in remote voting locations.

#### **D. SERVICES**

#### D.I TABULATION, REPORTS AND RESULTS

On election night, the Municipalities provide intermittent updates of unofficial election results until the proclamation of final unofficial results later the same evening. Official results are proclaimed after the General Voting Day on a date specified by the statutory calendar.

The Municipalities are looking for a service that enables each Municipality to quickly collect election results and post these results on municipal websites, distribute it to the media, as well as, post, where applicable, to municipalities' open data webpage during election night and after the election, if applicable.

Due to the high volume of voters at certain voting places, some Municipalities may require two ballot tabulators to be used at a single location.

The Applicant's election results application should:

\* Tabulate results automatically; results output to be acceptable to the Chief Election Official and meets requirements to publish data for purposes of unofficial results, official results and open data programs.

#### **ES&S RESPONSE**

Yes. The ES&S system tabulates results automatically and has been successfully used in hundreds of elections in British Columbia. Electionware provides robust custom reporting. We will work with each of the Vancouver municipalities to ensure the results output meets the requirements of the Chief Election Official. The system meets requirements to publish data for purposes of unofficial reports, official results and open data programs within a certified solution.

Election results can be uploaded intermittently Election night leading up to final results accounting for 100% of the voting stations operating on Election Day.

The ES&S DS200 is also equipped with a feature called Smart Update. Jurisdictions can have multiple voting machines at a single location on Election night and be rest assured that once the voting machines have reported results - no election result duplication has occurred. Smart Update tracks each DS200 serial number to ensure its corresponding USB will seamlessly add to the tabulated results.

\* Tabulate results as they come in, in real-time, either wirelessly or through memory stick using a manual process to load into the system

#### **ES&S RESPONSE**

When polls close, results tabulated on the DS200 are written to the USB memory media and can be set to be automatically transmitted **in real time via a wireless modem** to Electionware reporting software at Election Central. Alternatively, the USB memory media can be **manually transported** to Election Central to be read into the software. Election officials use the Reporting module of Electionware to convert raw data from the

tabulators into formatted election reports. These reports are both paper and electronic reports for election staff, candidates, and the media.

Whether the results were transmitted electronically or manually, accumulating Election Night results in Electionware is a quick and simple process. The system processes data in mere moments. At any time, users can produce many reports and/or export data in several different formats. All reports (poll, summary, canvass, ballot style, district type) are professional-looking, easy-to-read reports which can be posted directly to a jurisdiction's website.

Almost any report (poll, summary, canvass, ballot style district type), including easy-to-read and professionallooking reports in formats appropriate for direct posting to jurisdiction websites. The software also enables jurisdictions to format their own results displays and use menu selections to upload initial election specific data (polls, contests, candidates, etc.) and then populate results as they are available. This approach provides Vancouver with flexibility in posting results data and saves the costs incurred with systems that host election results. Results generated in Electionware can easily be posted to your existing website where your voters are accustomed to viewing other election information, or any other website of your choosing.

Electionware reports can be saved in the following formats: HTML, PDF, RTF, XLSX, CSV. The Reporting module also features many exports including: Standard XML, Enhanced (more detailed) XML, ASCII Plain Text TXT, CSV. You will also be able to create your own custom export by importing customized XLST which allows you the ability to format your own export.

All Reporting exports may be created on demand or automatically. You can choose to automatically create one (1) or multiple different kinds of exports every 1-60 minutes. Choose when and how often results are created. This gives you the flexibility of knowing as results are being loaded into Electionware, your exports can simultaneously be created with one simple click.

Electionware reports can be printed in a variety of formats, displayed on a website, or displayed on a monitor in a central viewing area of a Vancouver-area client's election headquarters.

Electionware produces a large variety of standard election reports and displays that can be tailored to specific requirements. They include:

- Poll Results Reports (with or without Reporting Group details)
- Election Summary Reports (with or without Reporting Group details)
- Custom Table Canvass by Poll
- Custom Table Canvass by Ballot Style
- Custom Table Canvass by specified District(s)
- Poll Status Report, showing Election Day Polls Completed, Polls in Progress and Polls Not Started
- Media Loaded Status Reports
- Write-in Names Report, showing a tally of assigned write-ins

- Manual Entry Log
- Machine Logs

In addition to these reports, you can create ad hoc reports of each table in both XLSX or CSV format. Examples include:

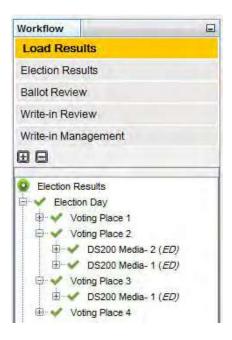
- Results Received table
- Load Results Error table
- Ballot Review, showing a listing of CVRs based on many filter choices
- Write-in Review, showing Write-in snippets based on many filter choices
- Registered Voter table (plus an Electionware automated import TXT file).

In addition to the reports listed above, users may create ad hoc reports filtering certain polls and/or contests by district as needed. These ad hoc reports may also be saved for reuse for various elections.

\* Allow for two ballot tabulating machines to be programmed, where required, to produce results for one Voting Place so that a single location can be reported out on. Applicant to describe the mechanism through which they'd fulfill this requirement.

# **ES&S RESPONSE**

Electionware allows for ES&S to program as many tabulating machines as are needed for a single Voting Place. Each tabulator has one (1) media programmed per machine. Election results from multiple tabulators are consolidated into a single reporting entity in Electionware. You can see from this sample how it appears in the Reporting module's Load Results workflow. This Navigator displays how Voting Place 2 has two (2) DS200 tabulators programmed, whereas Voting Place 3 has one (1) DS200 media. The system tracks all media programmed so you can easily see which results are in. A green checkbox appears next to each media once it is loaded.



\* Provide the ability to have a direct feed to all of the data collected by the ballot counters via a REST API so that Municipalities could create whatever visualizations are required from the data

# **ES&S RESPONSE**

Because reports can be generated in flexible, web-friendly formats like XML, your web developers have the freedom and ultimate control to format the results data to match your visual specifications. You will also be able to import an XLST to format your own XML.

In addition, automated exports that include standard ASCII exports, CSV exports, standard XML, and enhanced XML are available that can be created on demand or be set to create every 1-60 minutes. The user will choose how often and where the files are created.

\* Provide professional-looking online results that are easy to read and understand

# **ES&S RESPONSE**

All reports (poll, summary, canvass, ballot style, district type) are professional-looking, easy to read reports which can be posted directly to a jurisdiction's websites.

\* Be customizable to meet each Municipality online branding, font or design requirements

# **ES&S RESPONSE**

The web-friendly export formats enable Municipality web developers to customize reports to meet each their online branding, font, and design requirements.

\* Must be mobile-friendly (conform to various screen size)

# **ES&S RESPONSE**

The web-friendly export formats enable Municipality web developers to customize reports to meet each their online branding, font, and design requirements.

\* Allows for results to be produced and displayed in a variety of formats, some of which include:

o XLS

o CSV

o Bar chart(s)

o List of results by race, number of votes, voting location, local area (as defined by each Municipality), political party and candidate name

o All results should be sortable in the online application by race, number of votes, voting location, political party, local area and candidate name

# **ES&S RESPONSE**

The ES&S system meets the above requirements. Results can be made sortable using our flexible webfriendly exports by your web developers.

\* Automatically refresh every 30 seconds with a manual refresh option if required.

#### **ES&S RESPONSE**

Automated exports include standard ASCII exports, CSV exports, standard XML, and enhanced XML can be created on demand or be set to create every 1-60 minutes. The user will choose how often and where the files are created.

\* Allow for automatic tabulation of results in a proportional voting system, should one be implemented

# **ES&S RESPONSE**

The application would allow for automatic tabulation of results in a **proportional voting system**, should one be implemented.

\* Any web interfaces that are part of the solution should be fully responsive and hosted on web infrastructure that is scalable to handle fluctuations in web traffic

#### **ES&S RESPONSE**

Not applicable. Reports will reside on Municipality websites.

The Applicant will be responsible for designing the final results report to precisely match each Municipality's 2014 election results data set as attached in Annex 5.

#### **ES&S RESPONSE**

ES&S will comply with this requirement.

The Applicant will also provide anonymous individual ballot data in a XLS and CSV format that includes data on vote markings per ballot. The data set will include anonymous ballot markings by candidate name, voting date, voting location, political party name, and local areas. The municipalities will provide the template for the report.

#### **ES&S REPORT**

ES&S will comply with this requirement.

Cast Vote Record: 2

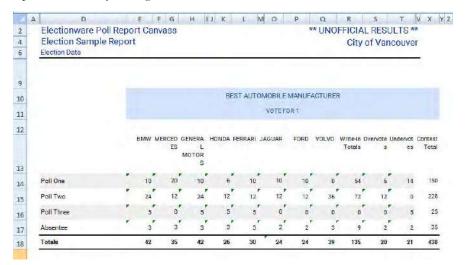
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ol Place: A110 ADV - Municipal Hall recinct: A110 ADV - Municipal Hall					
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			INSTRUCTIONS TO VOTE		
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e For: 1			MAYOR	COUNCILLOR	SCHOOL TRUSTEE
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		() () () () () () () () () () () () () (		Candidate C1	Candidate Tt
CILLOR (75)			Candidate MZ	Candidate C2	Candidate T2
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Candidate C6 (81)	Counted	1		Candidate C7	Candidate T7
		:		Candidate C8	Candidate Tă
OL TRUSTEE (87)		:		Candidate C9	Candidate T9
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Candidate T5 (92)	Counted		*		
Candidate T7 (94)	Counted				
Candidate T8 (95)	Counted				
Candidate T9 (96)	Counted				
Candidate T10 (97)	Counted				

The Ballot Tabulators should provide comprehensive error reports, which will provide details on any errors/over votes in ballots fed through the machine and the number of noted errors per machine.

The Applicant, in their submission, should include samples of their online application, results data, and anonymous balloting data in Excel format.

#### **ES&S RESPONSE**

All Reports have optional overvote and undervote totals available. Reporting module reports have errors/over votes as a choice to display. These reports can be created in Excel format. Additionally, the Machine Log samples can see any voting errors.



Poll Report in XLS format

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366         1004115         2017-03-17         14:34:20         0522032815160479         P_EROR[Early Voting]         0110340262         Vote Session Started           367         303008         2017-03-17         14:34:20         0522032815160479         P_ERROR[Early Voting]         0110340262         Fore scanning ballot.           368         1004135         2017-03-17         14:34:20         10522032815160479         P_LOG         Early Voting]         0110340262         Iron scanning ballot.           368         1004135         2017-03-17         14:34:31         0522032815160479         P_LOG         Early Voting]         0110340262         IMR Log Characteristic P           369         1004107         2017-03-17         14:34:32         10522032815160479         P_LOG         Early Voting]         0110340262         Ballot Images stored           390         1004107         2017-03-17         14:34:36         0522032815160479         P_LOG         Early Voting]         0110340262         Voting session complete           391         100422         2017-03-17         14:34:36         0522032815160479         P_LOG         Early Voting]         0110340262         Votis Session Started           393         1004112         2017-03-17         14:34:39         0522032815160479 <td< td=""><td>Please remove ye Point Status Init 24 e Point Status Init 20 e</td><td>New 20 Ch New 20</td><td></td><td></td><td>osite end</td><td>first. Ensur</td><td>re all stub:</td><td>s are remov</td><td>ved from th</td><td>e ballot.</td></td<>	Please remove ye Point Status Init 24 e Point Status Init 20 e	New 20 Ch New 20			osite end	first. Ensur	re all stub:	s are remov	ved from th	e ballot.
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Machine Log showing errors on a tabulator

# **D.2 TECHNICAL SUPPORT**

The Municipalities are looking for a technical support model to ensure that risks and issues are anticipated, adequately mitigated and, where issues arise, that they are appropriately tracked and resolved in a timely manner. The Municipalities will be looking for support in the areas of: \* Onsite technical support during Advance Voting Days (October 10-18, 2018), Special Voting Opportunities (dates TBD) and General Voting Day (October 20, 2018); onsite resources will be identified to each Municipality no later than July 1, 2018 for vetting and acceptance by each Municipality \* Offsite technical support during the above noted periods \* Project management support from March to November 2018, including management of project plan and regular project status update meetings with the Municipality (frequency to be determined by the Municipality) and documentation submission (project status update reports) \* Established and documented incident tracking and escalation procedures \* Configuration and programming of tabulators \* Logic & Accuracy Testing as outlined by the Municipality's bylaw, where applicable \* Full documentation of issues and resolutions \* Service Level Agreement(s) for the services included in their proposal, including provisions for: o Pre-Election Services:

o Project manager response times and contact info

o Issue escalation process, response times and contact info

o Hardware maintenance response process and timeline provide Municipality dependencies

o Voting Day Services (SVO, Mail, Advance and Election Day voting)

o Call acknowledgement times

- o Open ticket response times
- o Hardware maintenance response process and timeline guaranteed service up-time
- o On-site support
- o Off-site support

#### **ES&S RESPONSE**

#### Tier 2 Level of Support

ES&S Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

- Option 4 and then Option 1 for Hardware Support
- Option 4 and then Option 2 for Software Support

Email: software@essvote.com for Software Support; hardware@essvote.com for Hardware Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Hours/days of operation: Monday Friday, 5:00 a.m. to 5:00 p.m. PST
- After hours: Leave a message and call will be returned the next business day.
- After hours critical issues: on-call technician will be notified to return call as soon as possible

- Hours of operation during scheduled elections: For a 24-hour period beginning at 2:00 a.m. PST on Election Day.
- ES&S maintains information regarding all election dates. In the event of a special election, or other significant date, the customer can notify ES&S of these dates and Tier 2 support will be staffed accordingly.

#### Tier 3 Level of Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.
- The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the Tier 2 technician will work with Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the design, development, and deployment of system changes, including any updates and enhancements.

In addition, ES&S will work with the Vancouver municipalities to mutually agree upon certain service level requirements that will allow ES&S to timely resolve any issues, which may arise with ES&S' voting system while meeting the needs of the Vancouver municipalities.

If desired by the Vancouver municipalities, ES&S will provide one or more trained on-site representatives who are available to the customer the day immediately prior to the election, Election Day and until noon on the day immediately after Election Day.

Although needs vary by customer, depending upon the customer's needs and the customer's scheduling of support staff for an election, the ES&S support representatives may assist with election administration, procedural guidance, hardware and software operation, Election Day call center staffing, as roving troubleshooters during Election Day, and election night accumulation of results. They also will liaison with the ES&S help desk, if necessary.

During non-election periods, the Help Desk operates from 5 a.m. to 5 p.m. Pacific Time, Monday through Friday.

During our hours of operation, ES&S hardware and software technicians are immediately available to the Vancouver municipalities through any of our available support channels (toll-free phone, email, and fax) to resolve an issue, whether it is urgent or just a bit of clarification needed. Issues are tracked by our technical help desk representatives using TeamTrack, our third-party issues tracking software.

During peak election periods, ES&S makes every effort to respond and resolve an issue within a time frame intended to minimize the impact of the issue on the preparation for, or conduct of, the election. During Voting Day activities, our Help Desk is staffed on an extended-hour schedule to meet the various poll open and closing times for our customers.

Furthermore, your account manager and your regional sales manager are on call 24 hours a day, 7 days a week, 365 days a year and may be contacted on their mobile phones. These on-call individuals will provide the Vancouver municipalities redundant sources to help you resolve any issue you may have during after hours, weekends, and holidays.

Priority Code Definitions	<b>Resolution Times</b>	Level of Support
-	Resolution to begin immediately. One (1) hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit operable workaround.	<ul> <li>Level of Support</li> <li>ES&amp;S' Tier 3 Level of Software Support is staffed by ES&amp;S' Software Engineers and Product Owners who have the most detailed understanding of the ES&amp;S' Software. ES&amp;S' Developers and owners will provide thorough troubleshooting as well as workaround solutions to resolve any customer questions/issues as quickly as possible and enable the customer to continue preparing for, or conducting the election with minimal disruption.</li> <li>ES&amp;S' Tier 3 Level of Hardware Support is provided by ES&amp;S Field Services in conjunction with ES&amp;S' Product Line Engineers. Both ES&amp;S Field Services technicians and ES&amp;S Product Line Engineers have the most detailed and experienced understanding of the components and configuration of ES&amp;S' Hardware. The Tier 3 Field Services technicians and Product Line Engineers may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and</li> </ul>
		under certain circumstances, the recommendation may be to remove a piece of equipment from service and replace it with a back-up unit or to use another mutually agreed-upon workaround.

Priority Code Definitions	Resolution Times	Level of Support		
2-High – Tier 2 Major feature/function/device failure. Operations are severely restricted with a major disruption of work. Customer is not aware of an acceptable interim workaround. NOTE: ES & S advises	24-hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&S to make the software and/or hardware unit	ES&S Tier 2 Level of Software Support is staffed with experienced software support technicians who understand the configuration, operation and use of the ES&S Software. In addition, ES&S' experienced software support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any customer question/issue. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3. ES&S Tier 2 Level of Hardware Support is provided by Field Services technicians who have the most detailed and experienced understanding of the ES&S' Hardware. The Tier 2 Field Services technicians may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of		
customers to maintain sufficient backup tabulation devices.	operable.	hardware to return such hardware to Normal Working Condition as soon as possible. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of hardware from service and replace it with a back-up unit or to use another mutually agreed-upon workaround. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.		
3-Medium/Low Tier 2		Low Tier 2 Level of Software Support is provided by ES&S technicians who will		
Minor feature/function/device failure. Program or equipment does not operate as designed or expected with moderate disruption of	Requires 5-15 days resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle)	provide answers to general and procedural questions with respect to the use and operation of the ES&S Software and/or the certified configuration. All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set		

Priority Code Definitions	<b>Resolution Times</b>	Level of Support
work. Customer may know of an acceptable interim workaround. Minor problem or general inquiry.		forth below. In the event ES&S' Tier 2 Level of Software Support is unable to resolve the Customer's question or issue, ES&S will elevate such question/issue to the ES&S' Tier 3 Level of Software Support for response and resolution. Low Tier 2 Level of Hardware Support is provided by ES&S help desk technicians who will answer general and procedural questions with respect to the use and operation of the ES&S Hardware. In addition, ES&S help desk support technicians are staffed with experienced hardware support technicians who understand the configuration, operation and use of the ES&S Hardware. In addition, ES&S' experienced hardware support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any Customer question/issue All calls placed to ES&S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&S' Tier 2 Level of Hardware Support is unable to resolve the customer's question or issue, ES&S will elevate such question/issue to a Field Services technician and/or the ES&S Tier 3 Level of Hardware Support for response and resolution.

# D. PROJECT MANAGEMENT

The Municipalities require that each Municipality have a dedicated Project Manager that is responsible for ensuring all service deliverables are met.

The Applicant will provide a project manager who will:

- \* Create and manage a detailed project plan, including all key deliverables, timelines and resources assigned
- \* Provide project status update reports to Municipality staff; the frequency to be determined by each Municipality

st Participate as part of bi-weekly (to begin) then weekly project status update meetings

\* Create agendas for each meeting and distribute in advance of the meeting to participants

\* Take meeting minutes and distribute minutes to meeting participants, including action items, within 2 business days of the meeting

# **ES&S RESPONSE**

ES&S will work with the Vancouver municipalities to ensure a successful installation and configuration and will provide all necessary support services. Immediately upon selection, the ES&S project team, led by an experienced certified Project Management Institute (PMI) project manager, will meet with the Vancouver municipalities to ensure a solid understanding of the project goals and challenges. The ES&S project manager will then work closely with the Vancouver municipalities to develop a timeline of activities, provision of deliverables, and critical milestones. ES&S will use its vast resource pool of subject matter experts, technical specialists, and certified trainers to ensure the state is fully supported and knowledge is successfully transferred to the state staff.

The ES&S project team will manage the project according to Project Management Institute's project management principles. The team will utilize industry and PMBOK best practices and will employ its vast network of subject matter experts, Certified Project Management Professionals, and various other resources to provide quality support and sound project management to the Vancouver municipalities. As soon as the project is initiated, the ES&S project team will develop a detailed Microsoft Project plan that will describe all key aspects and processes of the overall project in full detail. The Vancouver municipalities will be provided ample time to review and approve the project plan. The ES&S project team will work with the Vancouver municipalities to modify the plan until it is mutually agreeable. The ES&S project manager will also use various reporting tools and status updates reports throughout the project to communicate with the Vancouver municipalities and the ES&S project team.

# D.4 LOGIC & ACCURACY TESTING SUPPORT

The Municipalities require that all equipment is properly tested and stored to ensure the integrity of the election. The Municipalities would consider several options relating to the storage and testing of equipment, with the following requirements needing to be met:

The Applicant will:

\* Applicant to conduct logic & accuracy testing on all machines to be used by each Municipality with the Chief Election Officer using a methodology in accordance with each Municipality's election bylaw (attached) and approved by the Chief Election Officer

\* Provide to the Municipality documentation of the logic & accuracy testing

\* Assure secure storage of all machines and related equipment during and after testing, and prior to delivery to a specified site and acceptance of the equipment by each Municipality

\* Produce test reports for each machine

\* Provide controls to address any related risks

\* Conduct an on-site sample audit of the machines with each Municipality's Chief Election Officer, Internal Audit

resource and witness(es) identified by each Municipality in accordance with the respective election bylaw and as approved by each Chief Election Officer

# **ES&S RESPONSE**

Vancouver municipalities' Election Staff/ES&S should test the ballot tabulation and mechanical scanning functions of the DS200 during Logic and Accuracy (L&A) testing by feeding an audited stack of pre-marked ballots (the test deck) through the scanners and comparing the resultant scanner totals to the expected test deck totals.

Prior to starting the DS200 L&A testing, it is recommended that an equipment pre-test be run on each scanner to verify the equipment status (battery charged, paper roll changed, ink dauber changed, touch screen calibrated, correct date and time setting). Aside from any needed battery charging time, the pre-test can take anywhere from 10-15 minutes per scanner, but is an important step to accomplish prior to every election.

After the pre-test, each scanner should be powered up and the election qualification code and definition loaded. As the unit boots up, a Configuration report, Ballot Status and Accounting report, and Zero report will print. The tester should verify that no votes are present on the unit; if votes are present, they must be cleared prior to starting the L&A.

When the tester is ready to begin testing the paper ballot portion of the L&A, the test deck ballots are fed into the DS200. Once done, the polls on the DS200 are closed by pressing the POLLS CLOSED button inside the access door. The unit will automatically print a Results Report and the tester should verify the results with the known results from the pre-marked deck.

The time to complete the L&A for an individual scanner varies with the size of the pre-marked test deck. A nominal time to complete the L&A is approximately 15 minutes per machine. This time can be shortened if the user tests more than one machine at a time.

To complete the end-to-end testing, the results on each the USB flash drives are read into Electionware to validate the pre-marked results with the results achieved from the reporting software. When L&A testing is complete, each scanner should be cleared of all vote totals, a Zero report run to validate the results cleared, and the unit locked and sealed for transport to the polling place. This level of testing ensures the integrity of the entire system.

While a mock election is not included currently in the implementation timeline, we will comply with your request for assistance in preparation of conducting a mock election. Once we know the timeframe and the scope of the mock election, we can add it to the timeline. ES&S has assisted many of our customers in successfully implementing mock elections with our software and equipment.

# D.5 TRAINING FOR KEY ELECTION OFFICE STAFF AND TRAINER/DEVELOPER

The Municipalities will require training for key Election Office staff and trainers who will in turn provide training to Voting Place staff. Comprehensive training materials, preferably in a format that can be adapted for each

Municipality's use (such as Word or PDF), will be key in ensuring that all staff are comfortable using the machines and can perform basic troubleshooting.

The Municipalities envision training for Election Office staff and trainers that:

\* Is instructor-led

\* Is provided by an experienced, knowledgeable trainer

\* Includes all scenarios of ballot tabulator use

\* Includes how to use any other equipment provided by the Applicant (e.g., touchscreen ballot marking devices, etc.)

\* Includes training materials (both soft and hard copy) with visuals and step-by-step instructions

# **ES&S RESPONSE**

# TRAINING FOR KEY ELECTION OFFICE STAFF AND TRAINER/DEVELOPER:

Election Systems & Software-Canada (ES&S-Canada) understands a successful transition to new election technology depends on more than executing a logistics plan. The goal of training is to ensure you are empowered with the knowledge to maximize the new system and administer a trouble-free election. Training facilitates this knowledge transfer and is a critical component of our overall implementation plan.

The ES&S approach to training is efficient and effective. We base our core curriculum on nearly 40 years of experience in implementing new voting systems. We then structure our coursework to meet your unique needs.

# THE GOAL

The primary goal is for you to be comfortable and well trained with ES&S' solutions. Our voting technology was engineered with more than 35 years of customers' experiences in mind. We have taken the needs of both voters and election officials to create technology that provides easy-to-use solutions.

We understand, however, that needs and laws change. We also understand that full-time election officials understand their elections better than anybody. That's why ES&S' training approach connects your election practices with our technology.

# TRAINING THE ES&S WAY

Our efficient and effective training approach is based upon a core curriculum we have developed during more than 35 years of implementing voting systems. We customize each training program to meet the unique needs of every partner.

# COMPREHENSIVE

The ES&S training approach anticipates the wide range of skills needed to carry out trouble-free elections. Our training program covers all of the bases from effective warehouse management, to the programming and operation of voting equipment, to reporting results.

#### **CUSTOMIZED**

The flexible ES&S training approach accommodates your specific laws, regulations and procedures. Our fulltime ES&S Trainer will work with our training coordinator and the assigned Delivery Manager on packaging and delivering a customized training program that best meets the needs of Vancouver municipalities.

#### RELEVANT

ES&S training courses are tailored to specific audiences, increasing the relevancy of every minute any election worker spends in the classroom. In addition, we pair the right instructors with our curriculum and offer guidance on selecting students who are most likely to succeed during training and on Election Day.

#### HANDS-ON

The ES&S training approach places a premium on real-world experience. We use extensive hands-on instruction to simulate as much as possible the election process.

# OUR LONG-TERM COMMITMENT

With ES&S, training is not a one-time event. We offer a long-term commitment to you and your election personnel to ensure that every Election Day is a success. We offer refresher training after your first election, and always evaluate the effectiveness of every class to continually refine and improve your customized training program.

#### ES&S TRAINERS: EXPERIENCE THAT MATTERS

ES&S has carefully selected our training staff to provide the very best training experience for you and your election workers. We require all of our personnel to be certified ES&S trainers with at least two years of experience as an instructor or in a technical field, and have achieved product certification. In addition, each of our instructors have personally supported elections using ES&S voting equipment. Our trainers have already experienced the challenges your election stakeholders may face with their new equipment and can anticipate your staff's concerns.

ES&S is committed to providing the right mix of products, training, support, and service to the Vancouver municipalities and is willing to tailor its approach to meet unique requirements.

#### TRAINING YOUR STAFF

Implementing a new voting system in Vancouver municipalities will require a training program developed specifically for the election officials' roles and responsibilities. ES&S' training curriculum for elections staff provides optimal learning conditions through classroom, multimedia and computer-based instruction.

Classroom instruction includes audio, visual and hands-on demonstrations and exercises specific to students' responsibilities. Students receive a training manual that features visual and step-by-step instructions. Customized job aids and testing materials may be developed to meet the individualized needs of the students.

Course description	Course pre-requisite(s) and audience
Poll Worker Train-the-Trainer Course	
Course Length – 2 Days (Combined municipality training at specified ES&S location)	•
<ul> <li>This course introduces election personnel to the training techniques supporting the DS200 &amp; AutoMARK voting systems. Successful participants gain the knowledge, skills, and abilities to train poll workers in how to operate these systems.</li> <li>Covered topics include: <ul> <li>Optimal adult training methods.</li> <li>Pre-training preparation.</li> <li>Training simulation and practice.</li> </ul> </li> </ul>	Pre-Requisite(s): • None Audience: • Trainers Number of Participants: • I - 30

ES&S provides the following types of training materials depending on the selected training courses:

- Written Checklist and training manuals accompany all hardware and software training.
- Diagrams graphics and illustrations are included where appropriate in the training materials.
- Equipment We provide the equipment for regional training. If we travel to your site to conduct training, we will use your equipment.

In addition, training is available at our head office training facility for all products.

# D.6 BALLOT DESIGN AND PRODUCTION SERVICES

Statutory dates for the election cycle result in a tight timeframe (see deliverable dates indicated in Annex 3) between the declaration of official candidates and when ballots must be available for purposes of Special and Advance Voting Opportunities. Attention to detail is extremely important in the design of the ballot. The Applicant must:

a. Design:

Be able to produce a ballot design within each Municipality-provided deadlines. This will include providing the CEO and DCEO with several opportunities to review draft versions of the ballot, request amendments and provide approval

Produce a professional design that: o meets all legislated requirements o can accommodate a large number of candidates (120+) on a single page and paper side

o is easy for voters to read and navigate

o has the ability to accommodate special characters for candidates' names

o reflects information as it was provided to the Applicant (accurate)

o meets all ballot tabulator reading requirements; and,

o is acceptable to the CEO

o Provide the Municipalities with ballot marking pen specifications or supply pens to be used to mark ballots

b. Supply:

- \* Secure services of a printer within geographic proximity acceptable to each Municipality
- \* Coordinate with the printer for the production of ballots and ballot packaging
- \* Provide documentation that ballot paper is within specifications required for the optical ballot tabulators
- \* Provide the second ballot with design features that make it easily differentiated from the first ballot (i.e., by
- size, colour, paper weight or texture) (optional)
- \* Provide ballots in an amount adequate for final Logic & Accuracy testing

\* Deliver ballots to each Municipality-specific location, according to dates as outlined in Annex 3

# **ES&S RESPONSE**

# **BALLOT DESIGN AND PRODUCTION SERVICES:**

Our Election Management System (EMS) software solution, Electionware®, includes the industry's leading ballot design application, Paper Ballot.

# BALLOT SIZE AND LAYOUT

Electionware's Paper Ballot is very flexible and provides extensive ballot design capabilities that easily meet and comply with Canada election code and best practices. There are many options when designing the ballots: **8.5 x 11-inch ballots** with 4 or 5 targets per inch; **8.5 x 14-inch ballots** with 3, 4, or 5 targets per inch; **8.5 x 17-inch ballots** with 3, 4, or 5 targets per inch; **8.5 x 19-inch ballots** with 3, 4, or 5 targets per inch; **8.5 x 17-inch ballots** with 3, 4, or 5 targets per inch; **8.5 x 19-inch ballots** with 3, 4, or 5 targets per inch. The solution supports both **single- and double-sided** ballots as well as multi-page ballots. Ballots can be formatted in either portrait or landscape orientation. Customization options for ballot layouts are extensive, and through the use of style sheets can be applied to all, or a subset of ballot styles. Once the ideal layout is achieved, templates can be saved for future use.

Contests and candidates may flow from the front side to the back side as needed. The software ensures that an entire question and its response appear on one side. Long questions may wrap from one column to the next column on the same side of the ballot. The user may designate columns and different widths for each ballot side. For example, all ballot front sides may have three (3) columns for contests, while the back sides are one (1) column wide question for long questions. The user can dictate the column widths for each ballot side.

Each data element offers 10 Additional Text fields which can be used, if needed, on the Paper Ballot layout. This could include contest or candidate ballot numbering, if necessary.

#### **BALLOT CREATION**

The Paper Ballot portion of Electionware would allow Vancouver municipalities to use a true ballot typesetting system for ballot layout and changes. Every piece of information printed on the ballot can be modified to allow for manual adjustments allowing the County to choose any font style or size necessary to meet requirements. Adjusted information can include **page layout**, **fonts**, **text**, **instructions**, **columns**, **headers**, **footers**, **alignment**, **spacing**, **borders**, **shading**, **and the placement of candidate names**, **straight-party voting and questions**. These features are easy to use and similar to what you would find in commercial word processing and design software. Graphics can be imported into the system for design purposes at the same time election data is imported.

At any time during the ballot-creation process, you can save your ballot layout and use it as a template for future elections.

#### BALLOT STYLE FLEXIBILITY

The ES&S vote tabulation system proposed is capable of creating and tabulating multiple ballot styles per voting station in a single election. Using Electionware to create the ballots, the DS200 can easily support the combination of ballot styles for races, districts, and ballot questions. ES&S designs voting systems to handle all possible voting variations in a jurisdiction. ES&S scanning equipment can tabulate ballots for voting scenarios that include the following:

- Closed primaries
- Open primaries
- Partisan office
- Non-partisan offices
- Write-in voting
- Primary presidential delegation nominations
- Ballot rotation
- Straight party voting
- Cross-party endorsement
- Split polling locations
- Vote for N of M
- Recall issues (with options)
- Provisional or challenged ballots

#### **BALLOT PROOFS**

At any time after the initial data from each of the Vancouver municipalities is entered into Electionware, ES&S staff can print ballot proofs and proof reports through the Paper Ballot or Print module in Electionware to verify and send the municipalities ballot samples for review and alteration.

Once authorized, ES&S will print ballots through our proposed ballot printing firm - Royal Printers. Royal Printers have printed ES&S ballots in British Columbia for over 12 years. During general municipal elections, Royal Printers have successful managed, printed, and distributed millions of ballots for ES&S tabulation devices. We are 100 percent confident in our printing partners' ability to successfully support the needs of the Vancouver voters, Vancouver administrators and ES&S.

# H. REFERENCES

a. Minimum two references from Canadian municipalities with a total of registered voters exceeding 200,000.

Minimum two references per proposed personnel resource dedicated to the project

# **ES&S RESPONSE**

Please see **References**.

Please see included team **Resumes** for personal references for project team members.

# APPLICANT OVERVIEW

2.4 Each Application should contain a section titled "Applicant Overview," which should provide a description of the Applicant's company, purpose and history of successes. This section should also indicate whether the applicant has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

# **ES&S RESPONSE**

Election Systems & Software Canada, ULC (ES&S), a wholly owned subsidiary of Election Systems & Software LLC, is the leading provider of total election management solutions in the world. The company maintains nine operating locations in the United States and Canada. Through the continual development and introduction of innovative election products, the company has emerged as the leading provider of end-to-end, fully integrated voting and business services solutions.

ES&S' founding company, American Information Services (AIS), was incorporated on August 29, 1979. After acquiring the Business Records Corporation Election Services Division, the newly formed entity was incorporated as Election Systems & Software, Inc., on Dec. 4, 1997. On September 3, 2009, ES&S acquired the assets of Premier Election Solutions and Premier-Canada. Today, not only does ES&S work with the same customers they have served for nearly 40 years, but the business has grown to serve four countries and more than 4,200 election offices around the world.

Our team is composed of seasoned, highly skilled experts whose sole mission is to support our customers from start to finish. ES&S has supported more than 75,000 binding elections in the last decade alone, and prides itself as having a single focus of ensuring our customer's elections are safe, secure, and successful.

# PURPOSE

For four decades, ES&S has carried out our **sole mission as a company: delivering industry-leading voting solutions to voters and election administrators throughout the world**. ES&S Canada ULC has increased our Canadian customer base to more than 150 municipalities throughout Alberta, British Columbia, Saskatchewan, and Ontario.

Together, ES&S and our customers have carried out thousands of successful elections every year. We have managed projects of all sizes from large-scale, complex installations such as Toronto, Ontario (1,850 Model 100 tabulators), to ones as small as Whistler, British Columbia (two Model 100 systems). Throughout our long history as an elections-only company, ES&S tabulators have accurately processed hundreds of millions of ballots, and established the gold standard for election industry customer service.

ES&S has a long history of achieving key milestones that have helped shape the election industry:

- **1994** First to be certified under 1990 FEC standards
- 1998 Introduced the Model 100 Optical Scan Tabulator
- 1999 First punch card with under-vote and over-vote detection

- 2000 ES&S systems counted approximately 56 percent of the national vote in the U.S. 2000 Presidential Election
- 2004 First use of the ES&S AutoMARK
- 2005 ES&S' Model 100 Poll Ballot Counter and the ES&S iVotronic DRE Touch Screen Voting System pass 2002 FVSS Certification. These systems, plus the Unity EMS and the Model 650 Central Ballot Counter, are now certified with Independent Testing Authorities, NASED, and the EAC
- 2006 More than 38,000 ES&S AutoMARK devices sold to date. More than 97,000 S iVotronic DRE touch screen systems in 20 U.S. states. More than 53,000 optical-scan tabulators in 43 U.S. states and worldwide
- 2006 On average, ES&S prints more than 80 million ballots in any election year. In the past five years alone, ES&S has been responsible for printing more than 450 million ballots.
- 2007 Florida Department of State certifies ES&S' DS200, the first digital scanner for poll ballot tabulation to be certified in the State of Florida
- 2008 ES&S purchases AutoMARK Technical Services (ATS). ES&S now has ownership of the Intellectual Property, product development strategy, and manufacturing capability for the AutoMARK
- 2009 ES&S DS200, AutoMARK, and Unity EMS software (Version 3.2.0.0) receive U.S. Election Assistance Commission (EAC) federal certification in July 2009
- 2009 ES&S acquisition of Premier Election Solutions and the strengthening of our efforts to support all of ES&S' dedicated clients throughout Canada
- 2009 Saskatchewan Municipal Elections Supported
- 2010 New York City picks ES&S to provide DS200 digital scanners to support more than 5.7 million voters.
- 2010 Yavapai County, Arizona, selects ES&S to provide ExpressPoll-5000 electronic poll book solution
- 2010 Washington, D.C., selects ES&S to provide new voting system tabulation equipment and software for the District
- 2010 Alberta and Ontario municipal elections supported
- 2011 Yuma County, Arizona, selects ES&S to provide ExpressPoll-5000 electronic poll book solution
- 2011 ES&S acquires Advanced Ballot Solutions ("ABS"), a leading Ballot on Demand printer provider
- 2011 ES&S voting system, EVS 5.0.0.0, receives Federal certification by the U.S. Election Assistance Commission (EAC). This is the first certification of ES&S equipment at the 2005. Voluntary Voting Systems Guidelines (VVSG) standard.
- 2011 Seventy-Five British Columbia municipal elections supported
- 2012 Six Saskatchewan municipal elections supported

- 2013 Sixteen Alberta municipal elections supported
- 2014 Supported over 120 Municipalities for Ontario and British Columbia Municipal Elections
- 2015 Supported various By-elections, referendum, native and union elections. Iqaluit, Nanuvut Municipal Elections
- 2016 Eight Saskatchewan municipal elections and several By-Elections in Ontario and British Columbia supported

During the 2016 calendar year, including the General Election in November, ES&S provided the following:

- Customer service coordinators Over 10,500 service events coordinated and 66,800 pieces of media in and out of our office
- Technical support 15,809 elections supported this year
- Tabulation system programming 99 percent accuracy rate on over 7,000 coding jobs; 98 percent of audio jobs done in house
- Data conversion services Average turnaround time for data was 19 hours; the fastest was 24 minutes. When conversion services were first provided, it took over a week to process the data.

Please see included proof of Vancouver business license in **Appendix 2**.

# **KEY PERSONNEL**

2.5 Each Application should contain a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the Applicant's work, outlining their intended roles in performing the Services. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.

# ES&S RESPONSE

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ES&S Contact person/Title	Event Support Responsibility	Contact Information	Skills/Facilities Required
Glenn Foote (Project Authority)	Managing Director Canada	<u>gefoote@essvote.com</u> p 905-831-0909 c 416-994-6271	ES&S certified support PMP Certified
Dan Palermo (Primary Contact)	Project Manager	dan.palermo@essvote.com p 905-831-0909 c 647-292-3267	ES&S certified support and project manager
Mike Palermo (Onsite Contact)	Technical Implementation Manager	<u>Mike.Palermo@essvote.com</u> o 905-831-0909 c 647-993-4827	ES&S certified support
Frank Edwards	ES&S Certified Trainer	frank.edwards@essvote.com o 905-831-0909	ES&S certified support
Delta contact person/Title Event Support Responsibility		Skills/Facilities Required	
Managing Director		The Managing Director will have with the Corporation of Delta. T will report project status to ES&S and will remain a contact for any during the contract.	he Managing Director Senior Management
Project Manager (Primary Contact)		The Project Manager will work cl internal support teams and the T Manager to ensure a complete so implemented and production env successfully setup and tested prio Manager will be responsible for the managing tasks and milestones, a ordering hardware and software,	echnical Implementation lution is provided, ironments are or to events. The Project racking the project plan, reporting issues,

of hardware and software and any other project related tasks. The ES&S Project Manager will also work with the Corporation on operation and support manuals.

The Technical Implementation Manager will be a dedicated onsite resource for the Corporation of Delta,

under direction of both the Project and Account Managers. The TIC Manager will receive and pack hardware and software prior to and after each event for shipping. The TIC Manager will support onsite events such as Mock Testing, Logic and Accuracy Testing, and Election Event days. The TIC Manager will report all

issues to the Account Manager.

The TIC Manager will implement the ES&S solution

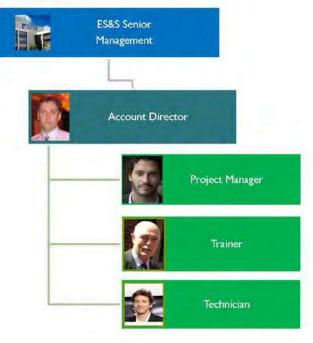
Technical Implementation Manager

And and the second second

The ES&S Certified Trainer will be responsible for onsite operations training on all ES&S products the Corporation will use during their events. The Trainer and training team will work with the Delta Project Manager to provide operations documentation for Delta's support of the ES&S products.

#### ES&S Certified Trainer

## Vancouver Group, BC



## ACCOUNT MANAGER



## GLENN FOOTE SENIOR MANAGING DIRECTOR, CANADA

A strong market director with more than 17 years of management experience with ES&S Canada, Glenn demonstrates a vast knowledge of the Canadian elections industry and is a well-known contributor to the Canadian municipal elections market.

He has supported a wide range of tabulation solutions and is responsible for ES&S's introduction and long-standing success in the Canadian municipal elections industry.

Glenn's experiences with customers and colleagues are vast and numerous, yet he relates his successes to the hundreds of clients and friends he has attained during his service to the industry.

## **PROFESSIONAL CERTIFICATIONS**

- Certified Project Manager (License #1457130)
- Certified on all ES&S product lines, including DS200, M100, Optech Eagle, Automark, iVotronic, M650, DS850, ExpressVote and Oki 9600/9650/711 Ballot on Demand printing systems

### **RELEVANT EXPERIENCE**

## Election Systems & Software Inc., 1999-2008 Election Systems & Software Canada ULC, 2008-present Senior Managing Director, Canada

- Provides managerial guidance to staff at two Canadian offices and a growing customer base throughout Canada
- Managed hundreds of complex election implementations (local and multi-national) across Canada, for both private and governmental organizations since the late 1990s
- Played an instrumental role in implementing new product development focused strictly on the Canadian market
- Successfully provided superior knowledge, skills, and service to assist colleagues with large volume accounts such as City of Edmonton, City of Mississauga, City of Toronto, City of Vancouver, City of Winnipeg, and many more
- Exemplifies great people skills and builds strong relationships with colleagues and customers through outstanding dedication and a professional work ethic based on knowledge and reliability

## **EDUCATION**

- Carleton University Bachelor's Degree, Science/Biology (1994)
- Toronto Academy of Design Associate Degree in Computer Programming/Animation (1997)
- Certified Project Manager (License #1457130)

## REFERENCES

- Allan Mah (City of Toronto) <u>Allan.Mah@toronto.ca</u> (416) 395-0053
- Pina Mancuso (City of Mississauga) Pina.Mancuso@mississauga.ca (905) 615-3200 ext 3354

## DAN PALERMO



## DAN PALERMO PROJECT MANAGER AND FIELD SERVICE TECHNICIAN

Dan has served ES&S Canada's customer base throughout Canada and the US for more than 12 years as an elections industry professional.

He demonstrates a vast knowledge of the Canadian elections industry and has supported a wide range of tabulation solutions focused directly on our client's success.

Locally residing in Vancouver proper, Dan has locally supported the City of Vancouver and several jurisdictions in and around British Columbia for many years supporting, implementing, and managing many ES&S products.

Dan's experiences with customers and colleagues have made him an expert in client management, event implementation, hardware and software maintenance and troubleshooting, training, Election Support and a number of other Election-related tasks that require the excellent service he is known for.

## **PROFESSIONAL CERTIFICATIONS**

 Certified on all ES&S product lines, including DS200, M100, Optech Eagle, Automark, iVotronic, M650, DS850, ExpressVote and Oki 9600/9650/711 Ballot on Demand printing systems

## RELEVANT EXPERIENCE

## ELECTION SYSTEMS & SOFTWARE CANADA ULC, 2008-PRESENT

## PROJECT MANAGER AND FIELD SERVICE TECHNICIAN

- Managed hundreds of complex election implementations (local and multi-national) across Canada, for both private and governmental organizations since the early 2000s
- Supports all facets of ES&S's operations in Canada, including sales support, project management, implementations, technical support and hardware servicing
- Successfully provided superior knowledge, skills, and service to implement and manage large volume accounts such as City of Mississauga, City of Toronto, City of Vancouver, and many more
- Exemplifies great people skills and builds strong relationships with colleagues and customers through outstanding dedication and a professional work ethic based on knowledge and reliability

## EDUCATION

• Ryerson University – Film Production – (2008)

## REFERENCES

- Glenn Foote (ES&S Managing Director) <u>gefoote@essvote.com</u> (905) 831-0909
- Pina Mancuso (City of Mississauga) Pina.Mancuso@mississauga.ca (905) 615-3200 ext 3354

## MIKE PALERMO

## MIKE PALERMO PROJECT MANAGER AND FIELD SERVICE TECHNICIAN



Mike has served ES&S Canada's customer base throughout Canada and the US for more 12 years as an elections industry professional

He demonstrates a vast knowledge of the Canadian elections industry and has supported a wide range of tabulation solutions focused directly on our client's success.

Mike has been involved in all facets of Delta's several past elections. Mike is very

familiar with how Delta manages both their hardware and software during Elections. Mike's specific Delta knowledge will be a great benefit to ES&S's implementation and support strategies to ensure the Corporation of Delta has multiple successful events to come!

Mike lives in Vancouver and will provide a locally dedicated ES&S election resource for the corporation of Delta and other jurisdictions throughout British Columbia.

Mike's experiences with customers and colleagues have made him an expert in client management, event implementation, hardware and software maintenance and troubleshooting, training, Election Support and a number of other Election-related tasks that require the excellent service he is known for.

#### **PROFESSIONAL CERTIFICATIONS**

 Certified on all ES&S product lines, including DS200, M100, Optech Eagle, Automark, iVotronic, M650, DS850, ExpressVote and Oki 9600/9650/711 Ballot on Demand printing systems

#### RELEVANT EXPERIENCE

## ELECTION SYSTEMS & SOFTWARE CANADA ULC, 2008-PRESENT

## PROJECT MANAGER AND FIELD SERVICE TECHNICIAN

- Managed hundreds of complex election implementations (local and multi-national) across Canada, for both private and governmental organizations since the early 2000s
- Supports all facets of ES&S's operations in Canada, including sales support, project management, implementations, technical support and hardware servicing
- Successfully provided superior knowledge, skills, and service to implement and manage large volume accounts such as City of Mississauga, City of Toronto, City of Vancouver, and many more
- Exemplifies great people skills and builds strong relationships with colleagues and customers through outstanding dedication and a professional work ethic based on knowledge and reliability

## **EDUCATION**

• Ryerson University – IT Management – (2007)

## REFERENCES

- Glenn Foote (ES&S Managing Director) <u>gefoote@essvote.com</u> (905) 831-0909
- Pina Mancuso (City of Mississauga) Pina.Mancuso@mississauga.ca (905) 615-3200 ext 3354

## FRANK EDWARDS

## FRANK EDWARDS PROJECT MANAGER AND ES&S CERTIFIED TRAINER



Frank has been part of the constantly evolving Canadian Election Industry for 40 years. Over his tenure Frank has been an important figure in shaping the current landscape. Frank was integral in bringing Internet Voting to a Municipal Election in Canada for the first time in 2003.

Retired from Municipal Elections, Frank now imparts his knowledge to others for ES&S as a Trainer and a Project Manager.

Frank's experiences with customers and colleagues have made him an expert in client and account management, event implementation, training, Election Support and a number of other Election-related tasks that require the experiences Frank has forged over his career.

### **PROFESSIONAL CERTIFICATIONS**

- Certified Train-the-Trainer on ES&S product, including DS200, ES&S AutoMARK, ExpressVote, ERM and ENR
- Association of Municipal Managers, Clerks and Treasurers of Ontario certification.

#### RELEVANT EXPERIENCE

## ELECTION SYSTEMS & SOFTWARE CANADA ULC, 2015-PRESENT

#### PROJECT MANAGER AND TRAINER

- Managed complex multi-channel election implementations since the early 2000s.
- Supports all Training and Project Management and Design operations of ES&S's in Canada.
- Successfully provided superior knowledge, skills, and service to implement and manage large and complex elections in Ontario.
- Exemplifies great people skills and builds strong relationships with colleagues and customers through outstanding dedication and a professional work ethic based on knowledge and reliability.

#### EDUCATION

- University of Waterloo
- AMCTO Diploma Seneca College

## REFERENCES

- Kimberley Kitteringham, City Clerk (kitteringham@markham.ca)- City of Markham
- Paul Jones, Returning Officer, (pandsjones@live.ca)-Whitby, Province of Ontario
- Stephen Brickell, Retired City Clerk (<u>snbrickell2@sympatico.ca</u>) City of Peterborough

## REFERENCES

2.7 Each Application should contain a section titled "References," which should provide names and contact information for approximately three parties for whom the Applicant has done work in the past.

## **ES&S RESPONSE**

Project Name	City of Edmonton
Project Location	Elections & Census Office 16304-114 Avenue Edmonton AB T5M 3R8
Scope of Services	ES&S and the City of Edmonton work very closely during Election implementation and preparation stages. ES&S onsite project managers work in conjunction with the City's project staff in the months leading up to the election to ensure each election milestone and task are completed according to a pre-planned schedule. ES&S and the City engage in a turn-key event where ES&S staff provide voting hardware/software, knowledge base information, onsite management staff, hardware repair and servicing, training, election programming, wireless voting machine reporting network setup and testing, ballot production, on-site acceptance testing, onsite logic and accuracy testing, shipping and polling location setup, public testing, public demonstrations, Ballot on demand setup and printing, and a number of other election related tasks.
Contact Name and Title	Laura Kennedy, City Clerk
Phone Number	(780) 496-8153
E-mail Address	laura.kennedy@edmonton.ca

Project Name	City of Mississauga
Project Location	300 City Centre Drive Mississauga, Ontario Canada L5B 3Cl
Scope of Services	Voting Hardware and Software implementation, integration, custom development, support and management for our General and By-Elections starting in the late 90's to current.
Contact Name and Title	Pina Mancuso

Phone Number	(905) 615 -3200 ×3354
E-mail Address	Pina.Mancuso@mississauga.ca

Project Name	City of Toronto
Project Location	City Clerk's Office City of Toronto 89 Northline RD Toronto, M4B 3G1
Scope of Services	Full-service ES&S support model using the M100, AutoMARKs, and the DS200's in 2014. Unity Election Reporting System with GSM wireless modemed results. The City of Toronto has been a long time client of ES&S's with many successful elections to highlight our extraordinary efforts preparing the largest municipality in Canada for it's elections.
Contact Name and Title	Roger Flemming
Phone Number	(416) 293-6996
E-mail Address	rflemmi@toronto.ca

# **DEVIATIONS AND VARIATIONS**

2.10 Notwithstanding any other provision hereof, the City welcomes Applications respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Applications that derogate from the statement of Services herein. Each Application should contain a section titled "Deviations and Variations," in which the Applicant should: (i) note proposed deviations or variations from the terms and conditions set out in the RFA or from the statement of Services herein, even if such deviations or variation are also noted elsewhere in the Application; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement.

## **ES&S RESPONSE**

## PART A – INFORMATION AND INSTRUCTIONS

6.1 In addition to addressing the other requirements of Part B hereof, each Applicant should indicate in its Application the extent to which the Form of Agreement included as Part D hereof is consistent with its Application. If the Application is inconsistent with any part of the Form of Agreement, the Applicant should so state and should propose alternative contract language as part of its Application.

## **ES&S RESPONSE**

ES&S acknowledges this provision and has included with its proposal response its Standard Voter Tabulation System and Services Rental Agreement ("ES&S' Standard Rental Agreement"). ES&S respectfully requests that, in the event ES&S is the successful Applicant, the City consider using ES&S' Standard Rental Agreement. It has been designed specifically for the provision of election products and services to a customer and ES&S believes that it includes the terms and conditions appropriate for a voting system rental. The content of this RFA and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into ES&S' Standard Rental Agreement. In the event the City requires its form of contract be used in the event ES&S is the successful proposer, ES&S requests that certain of its terms and conditions be included in the final Contract as may be mutually agreed upon by the parties. Those provisions include ES&S' license terms, warranty terms and maintenance and support terms.

## PART B – SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS

## F. Acceptance Criteria

- System security certification http://www.eac.gov/testing\_and\_certification/certified\_voting\_systems.aspx http://www.nist.gov/itl/vote/
- Access to final software(s) source code (for auditing purposes)
- Demonstration of function for each machine and all accessories
- Documentation of operational test results for each machine indicating 100% normal function
- Visual inspection of all equipment and accessories
- L&A testing that meets Municipality bylaw requirements, the Municipality IT approval and the Municipality's internal audit approval

## **ES&S RESPONSE**

ES&S acknowledges this provision. However, ES&S does not provide its source code to its customers. As a standard practice, ES&S maintains in escrow with Iron Mountain Intellectual Property Management, Inc., a copy of all program source code developed and used for our proprietary software and firmware, as well as any changes, modifications or updates to the source code. Should ES&S cease operations and become unable to maintain and support our proprietary software and firmware while under an obligation to do so, the City shall have the right to obtain the source code to the extent necessary to enable the Corporation to use ES&S' proprietary software and firmware in accordance with the terms of the final contract. Because the source code is key to the continued operation of ES&S' business and constitutes a trade secret, ES&S cannot otherwise agree to a release of the source code to the City. Further, the source code will remain the property of ES&S and may not otherwise be used by the City except as set forth in the escrow agreement.

## PART D – STANDING OFFER AGREEMENT

As set forth above, ES&S respectfully requests that, in the event ES&S is the successful Applicant, the City consider using ES&S' Standard Rental Agreement. It has been designed specifically for the provision of election products and services to a customer and ES&S believes that it includes the terms and conditions appropriate for a voting system rental. The content of this RFP and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into ES&S' Standard Rental Agreement. In the event the City requires its form of contract be used in the event ES&S is the successful proposer, ES&S requests that certain of its terms and conditions be included in the final Contract as may be mutually agreed upon by the parties. Those provisions include ES&S' license terms, warranty terms and maintenance and support terms

In addition, ES&S has outlined below some suggestions for alternative language in response to certain City terms and conditions set forth in its Standing Offer Agreement or otherwise requested the opportunity to further discuss certain items with the City.

ltem	Issue	Proposed Language
Item 3.3 Design Review 3.6 Warranties	IssueES&S acknowledges this provision and requests the opportunity to discuss this provision with the City in order to obtain clarification on what design-related Documentation the City may be seeking the Supplier to provide.ES&S acknowledges the provisions set forth in Section 3.6 and shall provide the warranties set forth therein subject to certain conditions. Those conditions are set forth in the next column which ES&S requests be included as a new subsection under Section 3.6	<ul> <li>3.6 Warranties <ul> <li>(a) The Supplier warrants that the Services shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Services;</li> <li>(b) The Supplier warrants that the Services shall be fit for the use for which they are intended and that the Services shall be provided without Defect and that any equipment, goods or works constituting part of the Services shall be without Defect</li> <li>and function properly and adequately, without any need of repair or improvement, at all times during which they are needed and in use for their intended purpose and that the Supplier shall immediately remedy any defects in the Services or failures to function in the Services without cost or liability to the City and the Supplier shall indemnify the City and hold it harmless in relation thereto.</li> </ul> </li> <li>(c) All equipment, goods or works of which the City, in receiving the Services, will take ownership, whether by purchase or lease, shall be new and come with full warranties against</li> </ul>
		Defects in design, manufacturing, materials, workmanship and performance for a period of one year after delivery in the event goods are purchased by the City or during the lease term for goods leased by the City
		years have taking delivery thereof, _and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City

ltem	Issue	Proposed Language
		by third-party manufacturers or suppliers of the goods or materials.
		(d) All goods, works and materials provided under the Agreement as part of the Services shall be without Defect and fit for their intended purposes and shall function safely in all respects.
		(e) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
		(f) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Services.
		(g) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.6 or to evidence the Supplier's compliance with this Section 3.6, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.6.
		(h) Notwithstanding the foregoing, the warranties set forth herein shall not include the repair or replacement of any Supplier
		proprietary equipment components that are consumed in the normal course of operating the Supplier's proprietary equipment, including
		printer ribbons, paper rolls, batteries, removable media storage devices, cancellation stamps, ink pads, PCMCIA cards or marking devices. Any repaired or replaced item of the Supplier
		proprietary equipment or Supplier proprietary software shall be warranted only for the unexpired term of the warranty. All replaced components of the Supplier proprietary
		equipment or Supplier proprietary software will become the property of Supplier. This warranty is effective provided that (I) the City promptly
		notifies Supplier of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES& Supplier
		proprietary equipment or Supplier proprietary software to be repaired or replaced has not

ltem	Issue	Proposed Language
3.8 Variations Requested by the City	ES&S acknowledges this provision and requests clarification regarding the Supplier's inability to refuse to implement any Variation unless the carrying out of such Variation would contravene any law. This provision appears to be drafted in connection with a construction contract. Therefore, as voting systems are not able to be quickly and easily modified, ES&S requests Section 3.9(b) be modified as set forth in the next column.	<ul> <li>been repaired, changed, modified or altered except as authorized or approved by Supplier, (III) the Supplier proprietary software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Supplier or causes beyond the reasonable control of Supplier or City, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV)</li> <li>Customer has installed and is using the most recent Update provided to it by Supplier. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been severely handled so as to cause of the Services as have been described in a Request for Services shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.</li> <li>(b) During the Term of the Agreement, Tthe City may at any time after the issuance of a Request for Services effect a Variation by notice in writing to the Supplier, and the Supplier shall notify the City with the timeframe and cost to implement the Variation in accordance with the terms of this Section 3.8., not be entitled to refuse to implement any Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).</li> <li>(c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier is as a condition to being entitled to any such increase to the</li> </ul>

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ltem	Issue	Proposed Language
		Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter: (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, as necessary, which such agreement must be evidenced in writing. (d) If no agreement is reached under 3.8(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
		(e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.
3.9 Tests; Defects and Acceptance	ES&S acknowledges this provision and encourages the City to utilize mutually agreed upon acceptance criteria for the purposes of acceptance testing deliverables agreed to in the Agreement. ES&S has created objective acceptance testing criteria which may be used by the parties in connection with the City's acceptance of the ES&S equipment and ES&S software to be provided	<ul> <li>3.9 Tests; Defects and Acceptance <ul> <li>(a) When, during preparation processes for the provision of the Services, the Supplier believes that a particular stand-alone component of the Services has been completed in accordance herewith, the Supplier shall give written notice to that effect to the City, after which the City shall reasonably promptly perform such practical tests of that component of the Services, which have been mutually agreed upon by the parties, as the City reasonably deems necessary in order to confirm the Service or component thereof performs in accordance with the warranties set forth therein, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.</li> </ul> </li> </ul>

ltem	Issue	Proposed Language
Item	Issue under the Agreement. ES&S respectfully requests that the City review and consider the previously developed acceptance criteria for the purposes of objectively determining whether or not the equipment and software components meet minimum acceptance criteria. Therefore, ES&S proposes to modify this provision as set forth in the next column.	<ul> <li>Proposed Language <ul> <li>(b) If testing described in the foregoing Section 3.9(a) reveals, in the judgement of the City, any Defects in the Services, the City shall notify the Supplier accordingly.</li> <li>(c) The Supplier shall remedy at its own cost and risk Defects in the Services that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.</li> <li>(d) If the Supplier fails to remedy any Defect in the Services within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.</li> <li>(e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Services by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.9(e) shall in no event absolve the Supplier of its responsibility for remediation</li> </ul></li></ul>
		of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights
2 10 T:41. a. 1 D:-1		or remedies. 3.10 Title and Risk
3.10 Title and Risk	ES&S acknowledges the provisions of Section 3.10, however, in the event the	Title to any good, work or improvement supplied by the Supplier hereunder shall at all
	City makes the decision to rent the voting system equipment from ES&S, title to the equipment shall, at all times, remain with ES&S. In addition, ES&S owns it proprietary software and all ownership rights to	times remain with the Supplier, Except as otherwise set out in this Agreement, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply in accordance with the requirements of this Agreement.(a) The Supplier warrants that title to all equipment, goods and other things for
	ES&S' proprietary software shall remain, at all times, with ES&S.	which, in the Supplier's provision of the Services, title is pass to the City, shall, when it passes to the City, be free and clear of Encumbrances.

ltem	Issue	Proposed Language
	ES&S agrees to provide a license to the City to use its proprietary software in accordance with the license terms set forth in ES&S' Standard Agreement. ES&S has included proposed language in the next column in the event the City rents the equipment.	<ul> <li>(b) Title to any good, work or improvement supplied by the Supplier hereunder for which title is to pass to the City shall pass to the City upon the earlier of:</li> <li>(i) payment therefor by the City;</li> <li>(ii) its delivery to the City; and</li> <li>(iii) its incorporation into any other thing of which the City is owner.</li> <li>(c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to such goods to the City; free and clear of all Encumbrances.</li> <li>(d) Notwithstanding the foregoing provisions of this Section 3.10, the Supplier is responsible for the care of, and bears all of the risk of loss or clamage to, each good, work or improvements supplied hereunder and each material used in connection with the Services, until the completion of the Services to the satisfaction of</li> </ul>
9.2 Content of Invoices	ES&S acknowledges this provision and requests that additional language be added to require the City to advise the Supplier of any additional invoice information that must be included.	<ul> <li>the City.</li> <li>9.2 Content of Invoices <ul> <li>(a) The City may from time to time issue to the Supplier, Requests for Services. These shall not have the effect of amending or waiving the application of any provision of this Agreement.</li> <li>(b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):</li> <li>(i) the City purchase order number for the purchase order, if any, relating to the particular Services to which the invoice relates;</li> <li>(ii) an itemized list of the amounts owing;</li> <li>(iii) the invoice date and time period to which the invoice relates;</li> <li>(iv) a description of the portion of the Services to which the invoice relates;</li> <li>(v) the total amounts payable under the invoice;</li> <li>(vi) all supporting documentation relating to disbursements; and</li> <li>(vii) such other information as the City may require from time to time, provided the City notified the Supplier in writing of such information prior to the submittal of the invoice by the Supplier.</li> </ul> </li> </ul>

ltem	Issue	Proposed Language
11 1 Covenants of	ES&S acknowledges the	<ul> <li>(c) Any terms or conditions proposed by the Supplier to govern any Services that are contained in any Supplier invoice to the City for Services performed or yet to be performed (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.</li> </ul>
11.1 Covenants of Indemnification by the Supplier	ES&S acknowledges the terms set forth under Section 11.1 and agrees to indemnify the City against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or subcontractors. The County shall remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control. ES&S requests that it total liability under any resultant agreement with the City be limited to the total amount to be paid by the City to ES&S under the agreement. Likewise, ES&S requests that neither party be liable to the other for any indirect, incidental, punitive, special, exemplary or consequential damages arising out of or relating to the agreement.	<ul> <li>11.1 Covenants of Indemnification by the Supplier</li> <li>(a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of: <ul> <li>(i) any:</li> <li>(A) damage to the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Services;</li> <li>(B) any claim by a Subcontractor under the Builders Lien Act (British Columbia);</li> <li>(C) damage to the natural environment, including any remediation cost recovery claims;</li> <li>(D) loss or damage arising from a claim by any third party concerning or arising out of the Services, or by any employee or Subcontractor of the Supplier for any reason;</li> <li>(E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Services;</li> <li>(F) failure by the Supplier to fully comply with the provisions of this Agreement;</li> <li>(G) breach by the Supplier to fully comply with the provision of the Services;</li> <li>(H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Services or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Services;</li> </ul> </li> </ul>
	Therefore, ES&S proposes to modify this	

ltem	Issue	Proposed Language
	provision as set forth in	(I) breach of the warranties of the Supplier
	the next column by	contained herein, in each case to the extent that
	adding a new subsection	it is due to any act, omission or default, or any
	(d) to Section 11.1	breach of Law or this Agreement, of the
		Supplier, a Subcontractor or any Representative
		of the Supplier or any employee, agent or
		contractor of any of them; or
		<ul> <li>(ii) any defect in a good, work or material provided as part of the Services or any failure of</li> </ul>
		any such good, work or material to function
		safely or to satisfy any applicable safety standard.
		(b) Nothing in this Section 11.1 nor otherwise in
		this Agreement shall limit or exclude any direct
		liability (whether in contract, tort, for breach of
		statutory duty or any other legal basis) of the
		Supplier to any person, including without
		limitation any liability for:
		(i) the Supplier's default hereunder or fraud,
		fraudulent misrepresentation or reckless
		misconduct in the provision of the Services; or
		<ul> <li>(ii) any loss or damage flowing from the termination of this Agreement.</li> </ul>
		(c) The Supplier appoints the City as the trustee
		of the Other City Entities and of their
		and the City's officials, officers, employees and
		agents in relation to the covenants of
		indemnification of the Supplier contained in this
		Section 11.1 and the City accepts such
		appointment.
		(d) Neither party shall be liable for any indirect,
		incidental, punitive, exemplary, special or
		consequential damages of any kind whatsoever arising out of or relating to this Agreement.
		Neither party shall be liable for the other party's
		negligent or willful misconduct. Except for
		claims associated with intellectual property
		infringement, personal injury, including death and
		<u>personal property damage, the Supplier's total</u>
		<u>liability to the City arising out of or relating to</u>
		this Agreement shall not exceed the aggregate
		amount to be paid to Supplier hereunder.
12.2 City Suspension	ES&S acknowledges this	12.2 City Suspension and Termination Rights The City shall have the following rights:
and Termination	provision and requests	(a) The City may order the suspension of all or
Rights	that ES&S have the	part of the Services at any time and for such
	opportunity to cure any	period as it determines, by notice with
	breach which may occur during the Term of the	immediate effect to the Supplier, in the event of
	during the Term of the Agreement. It is ES&S'	a Safety Incident; and upon receipt of any such
	position that such cure	notice of suspension, the Supplier shall
	period be no less than	immediately cease performing any Services,
	periou de no less man	minimize expenditure and comply with any

ltem	Issue	Proposed Language
	thirty (30) days unless such thirty (30) day period would have a material detrimental impact on the City's ability to define and conduct elections or to tabulate or report election results in a satisfactory or timely manner. In such an event, the parties shall mutually agree upon a shorter cure period. Therefore, ES&S proposes to modify this provision as set forth in the next column.	reasonable instructions of the City relating to such Safety Incident, including any investigations. (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Services (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon 3-14 days written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of any Services and to minimize expenditure, including complying with any instructions from the City as to how to do so. (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 30 days or such longer-other period as agreed by the Parties, the City may by a further notice to the Supplier of at least 3-14 days terminate this Agreement. (d) The City may terminate this Agreement with immediate effect if: (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control of the Supplier occurs
14.1 Assignment	ES&S acknowledges this provision and requests clarification on the Documentation which will be owned by the City. It is ES&S' position that any Document, as defined herein, specifically created by	-

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ltem	Issue	Proposed Language
	ES&S for the City under this Agreement shall be owned by the City, however, all other Documentation which may be provided by ES&S may contain ES&S Background IP in which case all such Documentation shall be owned by ES&S.	

# SUBCONTRACTORS

2.8 Each Application should contain a section titled "Subcontractors," which should list all of the subcontractors that the Applicant proposes to use in carrying out its work under an Agreement, or state that the Applicant does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Applicant may be limited to using subcontractors listed in its Application.

## **ES&S RESPONSE**

ES&S does not propose to use any subcontractors.

#### REQUEST FOR APPLICATIONS NO. PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES PART C - APPLICATION FORM

### APPLICATION FORM RFA No. PS20161793, SUPPLY OF SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES (the "RFA")

Applicant's Name: Election Systems & Software, ULC

"Applicant"

Address: 17-1730 McPherson Court; Pickering, Ontario; L1W 3E6

Jurisdiction of Legal Organization: Nova Scotia

Date of Legal Organization: 5/9/2013

Key Contact Person: Glenn Foote

Telephone: 416-994-6271

Fax: 905-831-0900

E-mail: gefoote@essvote.com

The Applicant, having carefully examined and read the RFA, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Application.

The Applicant further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

Signature of Authorized Signatory for the Applicant

March 28, 2017

Date

Richard J. Jablonski, Vice President of Finance

Name and Title

Signature of Authorized Signatory for the Applicant

Date

Name and Title

## APPENDIX 1 TO APPLICATION FORM

### LEGAL TERMS AND CONDITIONS

#### 1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations only with respect to the RFA application process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Applicant or otherwise apply as between the Applicant and the City following the signing of any such Contract.

#### 2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "Agreement" has the meaning given in para. 1.1 of Part A of this RFA;
- (b) "Applicant" means the legal entity which has signed the Application Form, and "applicant" means any applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (c) "Application" means the package of documents consisting of the Application Form (including this Appendix 1), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any applicant, excluding or including the Applicant, as the context requires.
- (d) "Application Form" means that certain Part C of the RFA, completed and executed by the Applicant, to which this Appendix 1 is appended.
- (e) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (f) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (g) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (h) "RFA" means the document issued by the City as Request for Applications No. PS20161793, as amended from time to time and including all addenda.

## 3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFA or the Application Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Applicant or to any proposed subcontractor in respect of the RFA, its subject matter or the Application unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

## 4 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe to the Applicant or to any of the Applicant's proposed subcontractors (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or any contract or tort law duty to preserve the integrity of the RFA process. The Applicant hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFA process on this basis.

## 5 EVALUATION OF APPLICATIONS

## 5.1 Compliance / Non-Compliance

Any application which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFA, or which otherwise fails to conform to the RFA may or may not be rejected by the City at the City's sole discretion. The City may also invite an applicant to adjust its application to remedy any such problem, without providing the other applicants an opportunity to amend their applications.

## 5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFA and application processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the applications, or any particular application, and need not necessarily review, consider or evaluate the applications, or any particular application, in accordance with the procedures set out in the RFA, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all applications at any time without further explanation or notification to any applicants.

## 5.3 **Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFA, any application or any proposed agreement with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application as a result of such discussions or negotiations with other applicants or changes to the RFA or such applications or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

## 5.4 Acceptance or Rejection of Applications

The City has in its sole discretion, the unfettered right to: accept any application; reject any application; reject all applications; give precedence to an application which is not the lowest-price application; accept an application that deviates from the requirements of the RFA or the conditions specified in the RFA; reject an application even if it is the only application received by the City; accept all or any part of an application; enter into agreements respecting the subject matter of the RFA with one or more applicants; or enter into one or more agreements respecting the subject matter of the RFA with any other person at any time.

## 6 PROTECTION OF CITY AGAINST LAWSUITS

## 6.1 Release by the Applicant

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Applicant now releases the City, its officials, its agents and its employees from all liability for any and all Losses incurred in connection with the RFA or the Application, including, without limitation, any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFA process,
- (c) the Applicant preparing and submitting the Application;
- (d) the City accepting or rejecting the Application or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any application; addresses or fails to address any application or applications; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFA.

### 6.2 Indemnity by the Applicant

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Applicant indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Applicant or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFA process, or
- (c) liability on any other basis related to the RFA or the application process.

## 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFA or this application process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFA or the application process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Applicant will bear all costs of the arbitration.

## 8 PROTECTION AND OWNERSHIP OF INFORMATION

- 8.1 **RFA and Application Documents City's Property**
- (a) All RFA-related documents provided to the Applicant by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Application, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application to the Applicant.

## 8.2 Applicant's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Application, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFA, the City will treat the Application (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

## 8.3 All City Information Confidential

- (a) The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such nonpublic documents or information in any manner, including in submitting its Application.
- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Application (and any other

submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Application (or any other submissions) including, without limitation, records relating only to the Applicant.

## 9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

### 9.1 Declaration as to no Conflict of Interest in RFA Process

- (a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Application by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.
- (b) The Applicant confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFA obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

### 9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Applicant confirms and warrants that neither the Applicant nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

#### 9.3 Declaration as to No Collusion

The Applicant confirms and warrants that:

- (a) the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Applicant is not cooperating in any manner in relation to the RFA with any other applicant responding to the RFA,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

#### 9.4 Declaration as to Lobbying

The Applicant confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

#### REQUEST FOR APPLICATIONS NO. PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES PART C - APPLICATION FORM (APPENDIX 1)

(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

#### 10 GENERAL

- (a) All of the terms of this Appendix 1 to this Application Form which by their nature require performance or fulfillment following the conclusion of the application process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Application and participating in the RFA process.

#### 11 INDEPENDENT LEGAL ADVICE

THE APPLICANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS APPLICATION FORM, INCLUDING THIS APPENDIX 1.

IN WITNESS WHEREOF, AS EVIDENCE OF THE APPLICANT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE APPLICANT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:

Signature of Authorized Signatory for the Applicant

March 28, 2017

Date

Richard J. Jablonski, Vice President of Finance Name and Title

Signature of Authorized Signatory for the Applicant

Date

## CONFLICTS; COLLUSION; LOBBYING

2.12 Each Applicant should note Section 9 of Appendix 1 to Part C and should include in its Application a section entitled "Conflicts; Collusion; Lobbying" as necessary.

## **ES&S RESPONSE**

Please see **Part C – Application Form (Appendix I)**.

#### REQUEST FOR APPLICATIONS NO. PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES ANNEX 1 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

## DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<u>http://vancouver.ca/policy\_pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of <u>Election Systems & Software, ULC</u> (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, <u>Election Systems & Software, ULC</u> (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan
	violation	violation /	violation violation / adjudication body and

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of Election Systems & Software, ULC (vendor name).

Signature:

Name and Title:

Richard J. Jablonski, Vice President of Finance

in.

#### CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND APPENDED TO THE PROPOSAL -PS20161793

Section 2 through 8 - to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4 and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company) Election Systems & Software Canada ULC

#### BUSINESS TRADE NAME or DOING BUSINESS AS

TY OF

ANCOUVER

#### BUSINESS ADDRESS 1730 McPherson Court, Unit #17, Pickering, ON L1W 3E6

DESCRIPTION OF OPERATION Provide election equipment, software, and services

	PROPERTY INSURANCE (All Risks Cove INSURER Travelers Insurance Co. of C TYPE OF COVERAGE POLICY NUMBER POLICY PERIOD From to	Building and Tenants' Contents and Equipme Deductible Per Loss	Improvements \$
	COMMERCIAL GENERAL LIABILITY INSU Including the following extensions: √ Personal Injury √ Property Damage including Loss of Use √ Products and Completed Operations √ Cross Liability or Severability of Interest. √ Employees as Additional Insureds √ Blanket Contractual Liability √ Non-Owned Auto Liability	INSURER POLICY NUMBER POLICY PERIOD Fr Limits of Liability (Bodily Injury Per Occurrence Aggregate All Risk Tenants' Legal Liability	Travelers Insurance Co. of Canada UXTRV30421 rom Oct 1, 2016 to Oct 1, 2017 and Property Damage Inclusive) - \$ 1,000,000 \$ 2,000,000 \$ 500 000 \$
	AUTOMOBILE LIABILITY INSURANCE for INSURER POLICY NUMBER to to	operation of owned and/or leased ve Limits of Liability - Combined Single Lim If vehicles are insured	
		INSURANCE Limits of Liability (B Per Occurrence	Bodily Injury and Property Damage Inclusiv \$\$ n \$
	PROFESSIONAL LIABILITY INSURANCE INSURER POLICY NUMBER to to to to	Limits of Liability Per Occurrence/Clain Aggregate Deductible Per	n \$ \$
If the policy is in a "CLAIMS MADE" form, please speci		Occurrence/Claim , please specify the applicable Ret	roactive Date:
	OTHER INSURANCE TYPE OF INSURANCE INSURER POLICY NUMBER POLICY PERIOD From	Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence	\$\$
1	SIGNED BY THE INSURER OR ITS AUTH		March 15, 2017



#### CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND APPENDED TO THE PROPOSAL -PS20161793

	Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative THIS CERTIFICATE IS ISSUED TO: <u>City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4</u> and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.						
	NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company) Election Systems & Software						
	BUSINESS TRADE NAME or DOING BUSIN	USINESS TRADE NAME or DOING BUSINESS AS					
	BUSINESS ADDRESS	BUSINESS ADDRESS					
	11208 John Galt Blvd, Omaha, NE 68137 DESCRIPTION OF OPERATION Provide election equipment, software, and	services					
	POLICY NUMBER						
			Insured Values (Replacement Cost) - Building and Tenants' Improvements \$ Contents and Equipment \$				
	POLICY PERIOD From to			\$			
	COMMERCIAL GENERAL LIABILITY INSUF	RANCE (Oc	currence Form)				
	Including the following extensions: V Personal Injury	POLICY N	NUMBER				
	✓ Property Damage including Loss of Use	POLICY F	PERIOD Fro	m	_ to		
	V Products and Completed Operations	Limits of	Liability (Bodily Injury a				
	<ul> <li>Cross Liability or Severability of Interest</li> <li>Employees as Additional Insureds</li> </ul>	Annronate		¢			
	V Blanket Contractual Liability	All Risk Te	enants' Legal Liability	\$			
	√ Non-Owned Auto Liability	Deductible	e Per Occurrence	\$			
	AUTOMOBILE LIABILITY INSURANCE for o			icles			
	INSURER		Limits of Liability - Combined Single Limit \$				
	UMBRELLA OR C EXCESS LIABILITY	INSURANCE	E Limits of Liability (Bo				
	INSURER Travelers Property Casualty Co.		Per C	ccurrence \$ 10	.000,000		
POLICY NUMBER <u>CUP5D94876</u> POLICY PERIOD From <u>10-01-2016</u> to <u>10-01-2017</u>		Aggregate \$ 10,000,000 Self-Insured Retention \$					
	PROFESSIONAL LIABILITY INSURANCE		Limits of Liability				
	INSURER		Per Occurrence/Claim				
	POLICY NUMBER		Aggregate	s			
	POLICY PERIOD From to		Deductible Per Occurrence/Claim	\$			
	If the policy is in a "CLAIMS MADE" form,	please spe		oactive Date:			
	OTHER INSURANCE						
	TYPE OF INSURANCE		Limits of Liability				
	INSURER		Per Occurrence Aggregate	5			
	POLICY NUMBER to to		Deductible Per Loss	\$			
	TYPE OF INSURANCE		Limits of Liability				
			Per Occurrence	\$			
	POLICY NUMBER		Aggregate Deductible Per Loss	5			
-				· · · · · · · · · · · · · · · · · · ·			
9	SIGNED BY THE INSURER OR ITS AUTHO	-					
	Stone a. Num -	DANTE	L G. WENZL	Dat	ed March 16, 2017		
	PRINT NAME OF INSURER OR IT'S AUTHO	RIZED REP	RESENTATIVE, ADDRE	SS AND PHONE NUM	ABER		
		a second second	and the second se	CONTRACTOR AND A DECEMBER OF			
	Aon Risk Solutions, 11213 Davenport Stree		States a state tonto a				

#### Ref. No. 320007606344

Aon Reed Stenhouse Inc. 401 West Georgia Street, Suite 1200 PO Box 3228 STN. TERMINAL Vancouver BC V6B 3X8 tel 604-688-4442 fax 604-682-4026

Re: Evidence of Insurance:

City of Vancouver 453 W 12th Avenue Vancouver, BC V5Y 1V4

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

#### Insured

Election Systems & Software Canada, ULC 1730 McPherson Court, Unit #17 Pickering, ON L1W 3E6

#### Coverage

Commercial Genera	al Liability	Insurer	Travelers	Insurance Company of Canada	
	Policy #	UXTRV30421			
	Effective	01-Oct-2016	Expiry	01-Oct-2017	
	Limits of Liability	Products and Comp Personal Injury & Ac Employers Liability Tenant's Legal Liab Non-Owned Automo	leted Operations Ivertising Liability USD1,000,000 Ility - All Risks US Ibile Liability USI	SD500,000	

#### Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City of Vancouver where required by written contract or written agreement with respect to Commercial General Liability

#### Terms and / or Additional Coverage

Primary and Non-Contributory Waiver of Subrogation

> THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE, THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



City of Vancouver - FOI 2018-573 - Page 143 of 865

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO City of Vancouver. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

1-aut

Dated : 15-March-2017 Issued By : Medriano,Lea Tel : +16044432464

> THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE, THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



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TYPE OF INSURANCE       ADDL SUBR INSD       POLICY NUMBER       POLICY EFF (MM/DD/YYY)       POLICY EXP (MM/DD/YYY)       LIMITS         COMMERCIAL GENERAL LIABILITY       CLAIMS-MADE       OCCUR       EACH OCCURRENCE       DAMAGE TO RENTED PREMISES (Ea occurrence)         CLAIMS-MADE       OCCUR       MED EXP (Any one person)       PERSONAL & ADV NJURY         GENTL AGGREGATE L MIT APPL ES PER:       POLICY       JECT       LOC         OTHER:       LOC       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         AUTOMOBILE LIABILITY       ANY AUTO       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         OWNED       AUTOS ONLY       NON-OWNED       NON-OWNED       ANY AUTO       BODILY INJURY (Per person)	R       TYPE OF INSURANCE       ADDU SUBR INSD       POLICY NUMBER       POLICY EPR (MM/DD/YYY)       CUMTS         COMMERCIAL GENERAL LIABILITY       ID	R     TYPE OF INSURANCE     INDUS VUE INSURANCE     POLICY NUMBER     POLICY YEYP (MMDD/YYYY)     LIMITS       COMMERCIAL GENERAL LIABILITY     Image: Commercial general Liability     EACH OCCURRENCE     Image: Commercial general Liability       Image: Chains-Made     OCCUR     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability     Image: Commercial general Liability       Image: Commercial general Liability     Image: Commercial general Liability
COMMERCIAL GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY       CLAIMS-MADE       OCCUR       EACH OCCURRENCE       DAMAGE TO CRENTED         CENTLAGGREGATE L MIT APPLES PER:       PRO       PRO       PRO       PRO       PRO       PRO         O THER:       ANY AUTO       SCHEDULED       AUTOS       SCHEDULED       BODILY INJURY (Per person)         ANY AUTO       SCHEDULED       AUTOS       SCHEDULED       AUTOS       BODILY INJURY (Per person)         VWIDER       AUTOS ONLY       AUTOS       SCHEDULED       AUTOS       SCHEDULED         MAITOS       SCHEDULED       AUTOS       SCHEDULED       AUTOS       SCHEDULED         MAITOS       SCHEDULED       AUTOS       SCHEDULED       AUTOS       SCHEDULED       AUTOS         VIMBERLIALIAB       X       OCCUR       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         WORKERS COMPENSATION AND       EXCESS LIAB       CLAIMS-MADE       VIMBERLIALING       Y/N       N/A         WORKERS COMPENSATION AND       Y/N       N/A       PER STATUTE       EL. EACH ACC DENT       EL. ACCH ACC DENT         EL. ACCH ACC DENT       EL. ACCH ACC DENT       EL. ACCH ACC DENT       EL. ACCH ACC DENT       EL. ACCH ACC DENT         EXCESS CIABE CONPERSATION AND	COMMERCIAL GENERAL LIABILITY       CALIMS-MADE       OCCUR       EACH OCCURRENCE       DAMAGE TO RENTED         D       CLAIMS-MADE       OCCUR       MED EXP (Any one person)       MED EXP (Any one person)         GENUL AGGREGATE L MIT APPLES PER:       PRODUCY       PRODUCY       PRODUCTS       COMPIOP AGG         OTHER:       OTHER:       COMMON DATE       PRODUCTS       COMPIOP AGG         ANY AUTO       SCHEDULED       AUTOS       COMON NUED       AUTOS       SCHEDULED         ANY AUTO       SCHEDULED       AUTOS       SCHEDULED       AUTOS       BODILY INJURY (Per person)         MURBELLALIAB       X       OCCUR       CLAIMS-MADE       PROPERTY DAMAGE       PROPERTY DAMAGE         V       X       UMBRELLALIAB       X       OCCUR       CLAIMS-MADE       S10,000,000         MERCES COMPENSATION AND       CLAIMS-MADE       CLAIMS-MADE       PROFERTY DAMAGE       S10,000,000         VORKERS COMPENSATION AND       V/N       N/A       PERSTAULE       S10,000,000       AGGREGATE       S10,000,000         MERCENTION       MPLOYERS' LABILITY       V/N       N/A       PERSTAUE       S10,000,000         MERCENTION       MORE       LAIMS       VINDE       VINDE       LAIMS       S10,000,000
CLAIMS-MADE       OCCUR       PREMISES (Ea occurrence)         MED EXP (Any one person)       MED EXP (Any one person)         GENTL AGGREGATE L MIT APPL ES PER:       POLICY       PRO-         POLICY       JECT       LOC         OTHER:       COMB NED S NGLE LIMIT         ANY AUTO       COMB NED S NGLE LIMIT         OWNED       SCHEDULED AUTOS NON-OWNED       SCHEDULED AUTOS	CLAIMS-MADE       OCCUR       PREMISES (Ea occurrence)         GENTLAGGREGATE L MIT APPLES PER:       PRO.       GENTLAGGREGATE         POLICY       PRO.       LOC       GENTLAGGREGATE         OTHER:       AUTOMOBILE LIABILITY       GENERALAGGREGATE         AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT       GENERALAGGREGATE         AUTOMOBILE LIABILITY       GOUNED       SCHEDULED         AUTOS ONLY       SCHEDULED       SCHEDULED         AUTOS ONLY       NON-OWNED       AUTOS ONLY         VMBRELLA LIAB       X       OCCUR         Excess LIAB       CLAIMS-MADE       CLAIMS-MADE         VMORKERS COMPENSATION AND       CLAIMS-MADE       S10,000,000         PERDURES COMPENSATION AND       N / A       N / A         OFFICERWEBER EXCUDICY       V/N R       N / A         ANY AUTO       DEM       PER STATUTE       OTH	CLAIMS-MADE       OCCUR       PRO-
GENILAGGREGATE LIMIT APPL ES PER:       POLICY       PRO-       PRO-         POLICY       JECT       LOC       PRODUCTS - COMP/OP AGG         OTHER:       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT       Combox         ANY AUTO       SCHEDULED       AUTOS ONLY       SCHEDULED         AUTOS ONLY       AUTOS       NON-OWNED       BODILY INJURY (Per person)	GENTLAGGREGATE L MIT APPL ES PER:       POLICY       GENTLAGGREGATE       POLICY       GENTLAGGREGATE         POLICY       GENTLAGGREGATE       PRODUCTS - COMP/OP AGG       PRODUCTS - COMP/OP AGG       PRODUCTS - COMP/OP AGG         AUTOMOBILE LIABILITY       GENTLAGGREGATE       COMB NED S NGLE LIMIT       GENTLAGGREGATE       PRODUCTS - COMP/OP AGG         ANY AUTO       OWNED       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per person)       BODILY INJURY (Per person)         OWNED       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       PROPERTY DAMAGE       PROPERTY DAMAGE         VORKERS COMPENSATION AND       CLIP5D694873       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         DED       RETENTION       VORKERS COMPENSATION AND       PROPERTY DAMAGE       PER STATUTE       OTH-         WORKERS COMPENSATION AND       VORKERS COMPENSATION AND       PER STATUTE       \$10,000,000       AGGREGATE       \$10,000,000         DED       RETENTION       N / A       N / A       N / A       EL. EACH ACC DENT       EL. EACH ACC DENT       EL. DISEASE-RA EMPLOYEE       EL. DISEASE-RA EMPLO	GENLAGGREGATE L MIT APPL ES PER:       PRO-       LOC         POLICY       JECT       LOC         OTHER:       COMBINED LABILITY       COMBINED SCIED ING         ANY AUTO       COMBINED SCIED ING       COMBINED SCIED ING         OWNED       AUTOS ONLY       SCHEDULED         AUTOS ONLY       NON-OWNED         AUTOS ONLY       NON-OWNED         AUTOS ONLY       NON-OWNED         AUTOS ONLY       AUTOS ONLY         OWNED       AUTOS ONLY         AUTOS ONLY       NON-OWNED         AUTOS ONLY       AUTOS ONLY         ONLY       OCCUR         Excess LIAB       CLAIMS-MADE         VMBRELLA LIAB       X         OCCUR       CLAIMS-MADE         EXCESS LIAB       CLAIMS-MADE         VORKERS COMPENSATION AND       PRESTATURE / EXECUTIVE         MAY PROPRIETOR / PARTINER / PARCULADO?       N / A         MAY PROPRIETOR / PARTINER / PARCULADO?       N / A         MAY PROPRIETOR / PARTINER / PARCULADO?       N / A         MARCES COMPENSATION AND       PRESTATURE / EXECUTIVE         EMPLOYERS' LIABILITY       N / A         ANY PROPRIETOR / PARTINER / PARCULADO?       N / A         MAY PROPRIETOR / PARTINER / PARCULADO?
GENILAGGREGATE LIMIT APPL ES PER: POLICYPROLOCLOCROC	GENTLAGGREGATE L MIT APPL ES PER:       PRO-       GENERALAGGREGATE       PRODUCTS - COMP/OP AGG         OTHER:       AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         ANY AUTO       SCHEDULED       AUTOS       BODILY INJURY (Per person)         OWNED       AUTOS       NON-OWNED       AUTOS         AUTOS ONLY       AUTOS ONLY       AUTOS       BODILY INJURY (Per person)         AUTOS ONLY       AUTOS       NON-OWNED       AUTOS         AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       AUTOS ONLY         VORKED S COMPENSATION AND       CLIPSD694873       10/01/2016       10/01/2017         EXCESS LIAB       CLAIMS-MADE       VORKERS COMPENSATION AND       PER STATUTE       0TH         EMPLOYRES' LLABLITY       Y/N       N/A       N/A       EL. EACH ACC DENT       EL. EACH ACC DENT         OFFICERMEMERER EXCLUDED?       Y/N       N/A       EL. EACH ACC DENT       EL. DISEASE-EA EMPLOYEE       EL. DISEASE-EA EMPLOYEE       EL. DISEASE-POLICY L MIT	GENT AGGREGATE L MIT APPL ES PER:       GENERAL AGGREGATE         POLICY       JECT       LOC         OTHER:       COMB NED S NGLE LIMIT         ANY AUTO       COMB NED S NGLE LIMIT         OWNED       SCHEDULED         AUTOS ONLY       SCHEDULED         AUTOS ONLY       NON-OWNED         ONY       NON-OWNED         AUTOS ONLY       CLAIMS-MADE         DED       RETENTION         WORKERS COMPENSATION AND       CLAIMS-MADE         DED       RETENTION         WORKERS COMPENSATION AND       MIA         MY PROPRIETOR / PARTNER/ EXECUTIVE       V/N         ANY APPOPERTION OF OPERATION Selow       N / A
POLICY       PRO- JECT       LOC         OTHER:       PRODUCTS - COMP/OP AGG         AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT (Ea accident)         ANY AUTO       BODILY INJURY (Per person)         OWNED       AUTOS AUTOS AUTOS NON-OWNED	POLICY       JECT       LOC         OTHER:       AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT         ANY AUTO       SCHEDULED       AUTOS         OWNED       AUTOS       SCHEDULED         AUTO MOBILE LIABILITY       BODILY INJURY (Per person)         OWNED       AUTOS         OWNED       AUTOS         AUTOS ONLY       AUTOS         HIRED AUTOS       CLAIMS-MADE         DED       RETENTION         WORKERS COMPENSATION AND       CLAIMS-MADE         DED       RETENTION         WORKERS COMPENSATION AND       PER STATUTE         EMPLOYERS' LIABILITY       N/A         N/A       N/A	POLICY       JECT       LOC       PRODUCTS - COMP/OP AGG         OTHER:       AUTOMOBILE LIABILITY       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         ANY AUTO       SCHEDULED       AUTOS ONLY       BODILY INJURY (Per person)         OWNED       AUTOS ONLY       NON-OWNED       AUTOS ONLY         AUTOS ONLY       MON-OWNED       AUTOS ONLY       PROPERTY DAMAGE         ONLY       NON-OWNED       AUTOS ONLY       PROPERTY DAMAGE         AUTOS ONLY       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017         EXCESS LIAB       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017         WORKERS COMPENSATION AND       EMEDORES' LIABILITY       N/A         MON PROPRIETOR / PARTNER/ EXECUTIVE VIA       N/A         MY PROPRIETOR / PARTNER/ EXECUTIVE VIA       N/A         MORKERS COMPENSATION AND       N/A         EMEDORES' LIABILITY       N/A         ANY PROPRIETOR / PARTNER/ EXECUTIVE VIA       N/A         MORKERS COMPENSATION AND       N/A         EMEDORES' LIABULTY       N/A         ANY PROPRIETOR / PARTNER/ EXECUTIVE VIA       N/A         MORKERS COLODED?       N/A         GESCRIPTION OF OPERATIONS below       N /A
POLICY       JECT       LOC       PRODUCTS - COMP/OP AGG         OTHER:       PRODUCTS - COMP/OP AGG       Image: Composition of the second of the secon	POLICY       JECT       LOC       PRODUCTS - COMP/OP AGG         OTHER:       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT       COMB NED S NGLE LIMIT         ANYAUTO       SCHEDULED       AUTOS ONLY       BODILY INJURY (Per person)         OWNED       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per accident)         HIRED AUTOS       NON-OWNED       AUTOS ONLY       BODILY INJURY (Per accident)         AUTOS ONLY       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per accident)         VIMBRELLA LIAB       X       OCCUR       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         DED       RETENTION       CLAIMS-MADE       PER STATUTE       OTH-ER       Image: Compression of the exclusion of the exclus	POLCY       JECT       LOC       PRODUCTS - COMP/OP AGG         OTHER:       AUTOMOBILE LIABILITY       PRODUCTS - COMP/OP AGG       Image: Composition of the compositi
AVTOMOBILE LIABILITY ANY AUTO ANY AUTO OWNED AUTOS AUT	AUTOMOBILE LIABILITY       ANY AUTO       COMB NED S NGLE LIMIT (Ea accident)       BODILY INJURY (Per person)         ANY AUTO       OWNED AUTOS ONLY HIREP AUTOS ONLY       AUTOS ONLY AUTOS ONLY       BODILY INJURY (Per person)         X       UMBRELLA LIAB       X       OCCUR         Excess LIAB       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017         DED       RETENTION       CLAIMS-MADE       Retention         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMERE EXECUDED?       Y/N N/A         Midandatory in NH)       N / A	AUTOMOBILE LIABILITY       ANY AUTO       COMB NED S NGLE LIMIT       Eaccident)         ANY AUTO       SCHEDULED       AUTOS ONLY       BODILY INJURY (Per person)         MUTOS ONLY       AUTOS ONLY       AUTOS ONLY       BODILY INJURY (Per accident)         MUTOS ONLY       AUTOS ONLY       NON-OWNED       BODILY INJURY (Per accident)         MUTOS ONLY       AUTOS ONLY       NON-OWNED       BODILY INJURY (Per accident)         MUTOS ONLY       AUTOS ONLY       NON-OWNED       AUTOS ONLY         MURBRELLA LIAB       X       OCCUR       CUP5D694873       10/01/2016       10/01/2017         EXCESS LIAB       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         WORKERS COMPENSATION AND       EMPLOYERS' LIABILITY       Y/N       N/A       EL. EACH ACC DENT       ER         MAY PROPRIETOR / PARTINER / EXECUTIVE OFFICIAL / PARTINER / EXECUTIVE OFFICER/MEMBER EXECLUBER?       N/A       N/A       EL. DISEASE-EA EMPLOYEE       EL. DISEASE-EA EMPLOYEE         If yes, describe under       DESCRIPTION OF OPERATIONS below       N/A       Image: Comparison of the participant of the part of the
ANY AUTO     Image: Constraint of the co	AUTOMOBLE LINDLTT ANY AUTO ANY AUTO ANY AUTO OWNED AUTOS ONLY AUTO	ANY AUTO       ANY AUTO       BODILY INJURY (Per person)         OWNED       AUTOS       BODILY INJURY (Per person)         AUTOS ONLY       NON-OWNED         AUTOS ONLY       CLAIMS-MADE         VEXTOR       CLAIMS-MADE         VEX
ANTAOIO     SCHEDULED       AUTOS     AUTOS       AUTOS     NON-OWNED	ANTACIO       SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY       SCHEDULED AUTOS NON-OWNED AUTOS NON	AN NOTO       SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY       SCHEDULED AUTOS NON-OWNED AUTOS ONLY       BODILY INJURY (Per accident)         Y       MBRELLA LIAB       X       OCCUR       BODILY INJURY (Per accident)         Y       X       UMBRELLA LIAB       X       OCCUR         EXCESS LIAB       CLAIMS-MADE       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURENCE       \$10,000,000         DED       RETENTION       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURENCE       \$10,000,000         WORKERS COMPENSATION AND EMPLOYERS' LUBILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)       Y/N If yes, describe under DESCRIPTION OF OPERATIONS below       N / A       Image: Cup Status in the status
AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE (PROPERTY DAMA	OWNED HIRED AUTOS ONLY       AUTOS NON-OWNED AUTOS ONLY       AUTOS NON-OWNED AUTOS ONLY       AUTOS NON-OWNED AUTOS ONLY       PROPERTY DAMAGE (Per accident)         X       UMBRELLA LIAB       X       OCCUR       EACH OCCURRENCE       \$10,000,000         EXCESS LIAB       CLAIMS-MADE       CLAIMS-MADE       AUTOS DOBLY       AUTOS ONLY       EACH OCCURRENCE       \$10,000,000         DED       RETENTION       RETENTION       CUP5D694873       10/01/2016       10/01/2016       AGGREGATE       \$10,000,000         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       V/N       N/A       N/A       N/A       PER STATUTE       OTH- ER         MORKERS COMPENSATION AND EMPLOYERS' LIABILITY       N/A       N/A       N/A       E. EACH ACC DENT       E. E. EACH ACC DENT         If yes, describe under DESCRIPTION OF OPERATIONS below       N/A       N/A       N/A       E. L. DISEASE-POLICY L MIT       E. L. DISEASE-POLICY L MIT	AUTOS       AUTOS       AUTOS       NON-OWNED         HIRED AUTOS       NON-OWNED       AUTOS ONLY       PROPERTY DAMAGE         V       X       UMBRELLA LIAB       X       OCCUR         EXCESS LIAB       CLAIMS-MADE       CLAIMS-MADE         DED       RETENTION       RETENTION         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICERMEMBER EXCLUDED?       Y/N N/A         MIA       N/A
AUTUS UNLY PROPERTY DAMAGE	AUTOS ONLY NON-OWNED AUTOS ONL	AUTOS ONLY       NON-OWNED         ONLY       NON-OWNED         AUTOS ONLY       AUTOS ONLY         ONLY       NON-OWNED         AUTOS ONLY       Image: Comparity of the comparity of
	X       UMBRELLA LIAB       X       OCCUR       EXCESS LIAB       CLAIMS-MADE       CLAIMS-MADE       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         DED       RETENTION       CLAIMS-MADE       CLAIMS-MADE       PERSTATUTE       OCH       000,000         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?       Y/N (Mandatory in NH)       N / A       N / A         If yes, describe under DESCRIPTION OF OPERATIONS below       N / A       N / A       N / A	X       UMBRELLA LIAB       X       OCCUR       EXCESS LIAB       CLAIMS-MADE         DED       RETENTION       CLAIMS-MADE       CUP5D694873       10/01/2016       10/01/2017       EACH OCCURRENCE       \$10,000,000         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER/ EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH)       Y/N If yes, describe under DESCRIPTION OF OPERATIONS below       N/A       PER STATUTE       OTH- EL. DISEASE-EA EMPLOYEE
	A       OWNERELACIAB       A       OCCOR       Excession         EXCESS LIAB       CLAIMS-MADE       AGGREGATE       \$10,000,000         DED       RETENTION       RETENTION       RETENTION         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       Y/N IN / A       N / A         OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below       N / A	A       ONBACTLETERE       A       OCCOR       EXCESS LIAB       CLAIMS-MADE         DED       RETENTION       AGGREGATE       \$10,000,000         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE       Y/N IMA         OFFICERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below       N/A
	Under the location     Open the location       DED     RETENTION       WORKERS COMPENSATION AND EMPLOYERS' LIABILITY     Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?       (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below     N / A	DED       RETENTION         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICERMEMBER EXCLUDED?       Y/N N/A         If yes, describe under DESCRIPTION OF OPERATIONS below       N/A
EXCESS LIAB CLAIMS-MADE AGGREGATE \$10,000,000	WORKERS COMPENSATION AND         EMPLOYERS' LIABILITY         ANY PROPRIETOR / PARTNER / EXECUTIVE         OFFICERMMEMBER EXCLUDED?         (Mandatory in NH)         If yes, describe under         DESCRIPTION OF OPERATIONS below	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below       Y / N N / A
	EMPLOYERS' LIABILITY       Y/N         ANY PROPRIETOR / PARTNER / EXECUTIVE       Y/N         OFFICER/MEMBER EXCLUDED?       N/A         (Mandatory in NH)       E L. DISEASE-EA EMPLOYEE         If yes, describe under       E L. DISEASE-POLICY L MIT         DESCRIPTION OF OPERATIONS below       Image: Comparison of the partner of	EMPLOYERS' LIABILITY       Y / N         ANY PROPRIETOR / PARTNER / EXECUTIVE       Y / N         OFFICER/MEMBER EXCLUDED?       N / A         (Mandatory in NH)       F L. DISEASE-EA EMPLOYEE         If yes, describe under       E L. DISEASE-POLICY L MIT
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS below	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below If uses a contract of the second seco
ANY PROPRIETOR / PARTNER / EXECUTIVE N/A	If yes, describe under DESCRIPTION OF OPERATIONS below E L. DISEASE-POLICY L MIT	If yes, describe under DESCRIPTION OF OPERATIONS below E L. DISEASE-POLICY L MIT
If yes, describe under	DÉSCRIPTION OF OPERATIONS below E L. DISEASE-POLICY L MIT	DÉSCRIPTION OF OPERATIONS below E L. DISEASE-POLICY L MIT
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ANY PROPRIETOR / PARTNER / EXECUTIVE T/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under E L. DISEASE-EA EMPLOYEE		SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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The ACORD name and logo are registered City of Vancouver - FOI 2018-573 - Page 145 of 865



March 15, 2017

Elections Systems & Software ULC Via Email

To Whom It May Concern:

#### RE: Letter to Client - Elections Systems & Software ULC

Aon Reed Stenhouse Inc. confirms that it has been appointed by the Insured as its Insurance Broker(s) with respect to the insured required under the Proposal. This letter is to confirm that the Insured is in compliance with the requirements under section 11.3 Insurance.

All of the Insurances are subject to their specific policy terms, conditions, and exceptions. Please refer to the actual policies wordings if full terms and conditions are required. Should additional coverage or confirmation be required, please contact us so we may be of further assistance.

We have signed this Insurance Broker's Letter in our capacity as an authorized representative of Aon Reed Stenhouse Inc.

your

Mandi Johal Western Region Account Manager Aon Global Client Network 401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1

/lm



WORKING TO MAKE A DIFFERENCE

Assessment Department

Mailing Address PO Box 5350 Station Terminal Vancouver BC V6B 5L5 Location 6951 Westminster Hwy Richmond BC V7C 1C6 www.worksafebc.com

#### **Clearance Section**

Telephone 604 244 6380 Toll Free within Canada 1 888 922 2768 Fax 604 244 6390

March 13, 2017

ELECTION SYSTEMS & SOFTWARE INC 11208 JOHN GALT BLVD OMAHA NE 68122 USA

## Person/Business: ELECTION SYSTEMS & SOFTWARE INC 837073 - AA (094)

We confirm that the above-mentioned account is currently active and in good standing.

This firm has had continuous coverage with us since September 01, 2009 and has satisfied assessment remittance requirements to **January 01, 2017**.

This information is provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre Assessment Department

Clearance Reference #: 499912 CLRA1A-7

1795066

#### Now you can get clearance letters, report payroll and pay premiums online. Go to www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.



#### **REQUEST FOR APPLICATIONS NO. PS20161793**

#### SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 1

ISSUED ON MARCH 20, 2017

Re: Amendment to Answer number 7 ("A7") on Questions and Answers No. 1 issued on March 13, 2017:

Currently Reads:

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot marking device audio". In order to provide the flat rate fee required for this line- item in Annex 4, shat specific languages should we base our pricing on for this task?
A7	Punjabi, Mandarin, Tagalog, Vietnamese

Replace With:

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot marking device audio". In order to provide the flat rate fee required for this line- item in Annex 4, shat specific languages should we base our pricing on for this task?
A7	Punjabi, Mandarin, Tagalog, Vietnamese, and Cantonese.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: 3:00:00 pm Local Vancouver, BC Time on April 4, 2017.

Election Systems & Software, ULC Name of Applicant Signature of Authorized Signatory Richard J. Jablønski, VP of Finance March 30, 2017

Date

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada tel: 604.873.7263 fax: 604.873.7057 website: vancouver.ca



#### **REQUEST FOR APPLICATIONS NO. PS20161793**

#### SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 2

ISSUED ON MARCH 27, 2017

RE: AMENDMENT ON ENTIRE ANNEX 3 - PS20161793

REPLACE ENTIRE ANNEX 3 SPREADSHEET WITH THE LATEST VERSION.

This addendum must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: <u>3</u>:00:00 pm Local Vancouver, BC Time on April 4, 2017.

Election Systems & Software, ULC NAME OF APPLICANT SIGNATURE OF AUTHORIZED SIGNATORY Richard J Jablonski, VP of Finance

March 30, 2017

DATE

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada tel: 604.873.7263 fax: 604.873.7057 website: vancouver.ca



#### LICENCE OFFICE

515 West 10th Avenue Vancouver, BC Canada V5Z 4A8 Within Vancouver, phone: 3-1-1 Outside Vancouver, phone: 604-873-7000

Election Systems & Software Canada ULC 1885 Clements Road Unit 207 Pickering, ON CAN L1N 3V4

# 2017

Licence # 17-140639

## **BUSINESS LICENCE**

Issued March 23, 2017 Expires December 31, 2017

Licence Holder:

Election Systems & Software Canada ULC

Located At: 1885 Clements Road Suite 207 Pickering Ontario L1N 3V4 Business Type: RD - Retail Dealer

Subtype: Other

BL Late Payment Fee	\$40.00
BL Renewal Fee	\$139.00
Address Change Fee	\$22.00
Total Fee Paid	\$201.00

ELECTION SUPPLIES

The above named is hereby licensed to carry on the business, trade, profession or other occupation stated herein. In issuing this licence the City does not represent or warrant compliance with other City of Vancouver by-laws. The licensee is responsible for ensuring compliance with all relevant by-laws of the City and additional approvals may be required provincially or federally. If this licence has been issued in conjunction with a time-limited Development Permit, this licence will not be valid if the Development Permit has expired and has not been extended. This licence must be posted upon the licensed premise and is valid at this address only.

#### **ELECTION SYSTEMS & SOFTWARE CANADA, ULC** ONE-TIME RENTAL OF EQUIPMENT, SALE OF SERVICES AND LICENSE OF SOFTWARE

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page

(the "Effective Date"),

- ELECTION SYSTEMS & SOFTWARE CANADA, ULC, a Nova Scotia Unlimited Liability **BETWEEN:** Company ("ES&S CANADA")
- AND: ("Customer").

#### **RECITALS:**

A. Customer has agreed to rent, license and purchase, as applicable, voter tabulation equipment and related software and services from ES&S CANADA for use in \_\_\_\_\_ (the "Jurisdiction"). The terms and conditions under which the equipment, software and services shall be provided are set forth in the GENERAL TERMS attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in the Agreement and Amendments.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **Province of**
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE CANADA, ULC 1885 Clements Road - Suite 207 Pickering, ON L1W 3V4 Fax No.: (905) 427-9374

Fax No.:

Signature

Name (Printed or Typed)

Title

Date

Signature

Name (Printed or Typed)

Title

Date

#### RENTAL OF EQUIPMENT, SALE OF SERVICES AND LICENSE OF SOFTWARE GENERAL TERMS

1. <u>Description of Rental Equipment, Software and Services</u>. The following constitutes all Rental Equipment, Software and Services to be provided by ES&S CANADA to Customer under this Agreement:

QUANTITY	MODEL	RENTAL EQUIPMENT DESCRIPTION	PRICE (CAD)
Covered Election	on(s):		
		ES&S CANADA Equipment:	
			\$
			\$
			\$
		ES&S CANADA Software:	
			\$
			\$
			\$
		ES&S CANADA Services:	
			\$
			\$
			\$
			·
	Total	Rental Fees or Net Rental Fees (Discount):	\$

#### Payment Terms:

#### Invoicing will occur as Follows:

Total Rental Fees of \$ will be invoiced upon Contract Execution.

Total Rental Fees of \$ due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S CANADA Invoice.

Payments of invoices are due no later than 30 days after Customer's receipt of corresponding invoice.

Delays in payment due to no fault of ES&S CANADA will be subject to interest charges in the maximum amount permitted by applicable law.

Equipment Rental Pricing includes Roundtrip Shipping and Handling.

In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or provincial funds

Any applicable sales tax, import duties, custom fees, brokerage fees, and other fees are not included in the pricing, and are the responsibility of the Customer.

Service Day and Installation rates do not include travel or per diem expenses which will be invoiced separately. Service Day and Installation rates include travel and per diem expenses.

Service Day and Installation rates include travel and per diem expenses.

Ballot Printing and Shipping, Coding, and Ballot Layout will be invoiced separately.

#### 2. <u>Description of Services.</u>

a. Installation. Section 1 specifies the items of Rental Equipment or Software, if any, which ES&S CANADA's employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S CANADA a fee for such installation services, as set forth in Section 1. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the Rental Equipment and Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the Rental Equipment and Software, and has electric current of sufficient quality and quantity to operate the Rental Equipment and Software, all as specified in the Rental Equipment Documentation or the Software Documentation (as each is defined below) (collectively the "Documentation"). ES&S CANADA may, but shall not be required to, inspect the site and advise on its acceptability before any Rental Equipment or Software is installed. Customer shall be responsible for installing all items of Rental Equipment or Software not installed by ES&S CANADA, in accordance with the instructions furnished in the Documentation. ES&S CANADA shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any Rental Equipment or Software by Customer.

b. <u>Additional Professional Services</u>. If requested in writing by Customer, ES&S CANADA will provide additional Professional Services support to Customer at ES&S CANADA's then-applicable rates for such services.

#### TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT

3. <u>Items Included in Rental Equipment</u>. In addition to the Rental Equipment, ES&S CANADA will also provide Customer with copies of operating instructions, user manuals and training materials for the Rental Equipment ("Rental Equipment Documentation"). Certain items included in the Rental Equipment may have been manufactured by parties other than ES&S CANADA; any such items are separately identified in Section 1 and are collectively known as "Non-ES&S CANADA Rental Equipment". Customer acknowledges and agrees that, except for the payment to ES&S CANADA of the amount dues under Section 1 which is attributable to the Non-ES&S CANADA Rental Equipment, all of its rights and obligations with respect to the Non-ES&S CANADA Rental Equipment flow from and to the manufacturers, lessors or other vendors of the Non-ES&S CANADA Rental Equipment (collectively the "Third Party Rental Equipment Vendors").

4. Warranty. ES&S CANADA warrants that any ES&S CANADA-manufactured equipment included in the Rental Equipment ("ES&S CANADA Equipment") will perform in accordance with the specifications set forth in the Rental Equipment Documentation and will be free from defects in material and workmanship under normal use and service for the Rental Term (the "Warranty Period"). ES&S CANADA's sole obligation under this Section 4 shall be to repair or replace the ES&S CANADA Equipment or the applicable parts thereof, at its sole expense, at Customer's location or at ES&S CANADA's facilities, as determined by ES&S CANADA in its sole discretion. Any repaired or replaced ES&S CANADA Equipment or parts thereof shall be warranted only for the unexpired term of the original Warranty Period. All replaced ES&S CANADA Equipment or parts thereof will become the property of ES&S CANADA on an exchange basis. The warranty provided by ES&S CANADA under this Section 4 does not apply to and shall not require ES&S CANADA to repair or replace any item (i) which requires repair or replacement due to normal wear and tear, (ii) which has been repaired, altered or transported by persons other than ES&S CANADA authorized Representatives, (iii) from which any serial number has been removed, defaced or changed, (iv) which is damaged due to accident, disaster, theft, vandalism, neglect, abuse, use for a purpose other than the purpose for which such item is designed or use which is not in accordance with instructions furnished by ES&S CANADA, (v) which has been subjected to physical, mechanical or electrical design alterations or any conversion by persons other than ES&S CANADA personnel, (vi) which has been used by any person other than Customer's employees or persons under Customer's direct supervision; (vii) which has been used in a site not meeting the specifications set forth in Section 2(a) above; (viii) has been used with ballots other than ES&S CANADA copyrighted ballots; or (ix) have been used with ballot code stock other than ballot code stock supplied or approved by ES&S CANADA.

5. <u>Rental Payments</u>. The rental payment for each item included in the Rental Equipment for the Rental Term (defined below) is set forth in Section 1 above, and the total amount thereof shall be paid in accordance with the terms of Section 1. Customer shall notify ES&S CANADA if it desires to rent additional items of

Rental Equipment. If ES&S CANADA agrees to rent such items to Customer, the parties shall amend Section 1 of this Agreement to include such items within the definition of "Rental Equipment" and Customer shall pay to ES&S CANADA rental payments for each such item at ES&S CANADA's then-current rental rates.

Rental Term. The period during which Customer shall rent the Rental Equipment from ES&S CANADA 6. effect from January 1, 201\_ through December 31, 201\_, unless earlier terminated shall be in pursuant to this Agreement (the "Rental Term"). The Rental Term shall terminate upon the first to occur of (i) a breach of any provision herein applicable to the Rental Equipment which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the nonbreaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of early termination by ES&S CANADA due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer's Board of Supervisors to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S CANADA liquidated damages equal to the present value of the remaining monthly amounts owing hereunder, discounted at the rate of 8% per annum. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the Rental Equipment to ES&S CANADA at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the Rental Equipment to ES&S CANADA no later than ten (10) calendar days following the termination of the Rental Term, Customer shall pay to ES&S CANADA a late return charge in the amount of \$500.00 per calendar day until the Rental Equipment is returned to ES&S CANADA in accordance herewith.

#### TERMS AND CONDITIONS RELATING TO SOFTWARE

#### 7. <u>Grant of License</u>.

a. <u>In General</u>. ES&S CANADA hereby grants to Customer a nonexclusive and nontransferable license during the Rental Term for its bona fide full-time employees to Use (defined below) the Software designated in Section 1.

Third Party Software. Customer acknowledges that ES&S CANADA does not own the b. Software designated in Section 1 as "Third Party Software" or the accompanying operating instructions, user manuals and training materials relating thereto (the "Third Party Software Documentation") (the ES&S CANADA Software Documentation and the Third Party Software Documentation sometimes collectively the "Software Documentation"). Customer further acknowledges that, except for the payment of license fees attributable to the Third Party Software and the Third Party Software Documentation (collectively the "Non-ES&S CANADA Software Items"), which shall be paid directly to ES&S CANADA pursuant to Section 1 above, all of its rights and obligations with respect to the Non-ES&S CANADA Software Items flow from and to the vendors of the Non-ES&S CANADA Software Items (the "Third Party Vendors"). Customer further acknowledges that it has received copies of all applicable license agreements for the Non-ES&S CANADA Software Items from the Third Party Vendors. None of the Non-ES&S CANADA Software Items has been independently authenticated in whole or in part by ES&S CANADA, and none of ES&S CANADA's representations, warranties, covenants or agreements set forth herein apply with respect to the Non-ES&S CANADA Software Items unless otherwise specifically stated herein.

c. <u>Definition of Use</u>. For purposes of this Agreement, the term "Use" shall mean the right to copy or utilize all or any portion of the instructions or data of the ES&S CANADA Software from tangible media supplied by ES&S CANADA ("Tangible Media"). The ES&S CANADA Software may be used only for internal purposes and shall not be used by, for, or on behalf of, third parties. "Use" shall also mean the right to retain and consult the ES&S CANADA Software Documentation. Customer's right to Use the ES&S CANADA Software and the ES&S CANADA Software Documentation shall not include the right to do any of the following:

i. Copy, in whole or in part, any ES&S CANADA Software (except for backup and archive purposes and provided that no more than one copy may be in existence at any one time for such purposes), any Tangible Media or any ES&S CANADA Software Documentation;

ii. Reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the ES&S CANADA Software or the structural framework of the ES&S CANADA Software;

iii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S CANADA Software or the ES&S CANADA Software Documentation, in whole or in part, to or by any third party without Licensor's prior written consent;

iv. Modify, enhance or otherwise change the ES&S CANADA Software;

v. Use the ES&S CANADA Software except as specified in the ES&S CANADA Software Documentation or as otherwise authorized by ES&S CANADA in writing; or

vi. Use the ES&S CANADA Software on more items of Designated Equipment unless authorized in writing by ES&S CANADA.

8. <u>Fees</u>. The license fees for the ES&S CANADA Software, the ES&S CANADA Software Documentation, the Third Party Software and the Third Party Documentation (collectively the "Licensed Items") for the Rental Term are set forth in Section 1 above and shall be paid in accordance with the terms of Section 1.

9. <u>Term; Termination</u>. The license granted herein shall become effective on the date the ES&S CANADA Software is installed by Customer (the "Start Date") and shall remain in force during the Rental Term. Upon termination of the license, Customer shall immediately return the ES&S CANADA Software and any other Confidential Information in its possession or under its control (including any and all copies) to ES&S CANADA. Termination of the license pursuant to this provision is in addition to any other remedies available to ES&S CANADA at law or in equity.

10. <u>Title: Copyright Notice</u>. Customer acknowledges and agrees that: (a) all right, title and interest in and to the ES&S CANADA Software, the ES&S CANADA Software Documentation and the Tangible Media is owned by ES&S CANADA, and Customer has only a limited license to Use such items during the Software License Term. Customer agrees not to challenge ES&S CANADA's right, title and interest in and to the ES&S CANADA Software, the ES&S CANADA Software Documentation or the Tangible Media and to notify ES&S CANADA Software, the ES&S CANADA Software Documentation or the Tangible Media and to notify ES&S CANADA immediately if it becomes aware of any such challenge. Customer shall include the copyright and proprietary rights notices which are set forth on each item of Tangible Media on any copies of the Software which are made from such item of Tangible Media. Likewise, Customer shall include the copyright and proprietary rights notices which are set forth on each item of Documentation on any copies thereof.

11. <u>Export</u>. Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses. Licensee further agrees that its obligations pursuant to this Section 11 shall survive and continue after the termination of this Agreement.

#### TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT AND SOFTWARE

12. <u>Limitation on Liability</u>. ES&S CANADA's total liability to Customer for any losses, damages, costs or expenses of any nature, whether direct or indirect, arising from or relating to ES&S CANADA's performance of this Agreement or the products or services provided by ES&S CANADA hereunder, shall be limited to the aggregate amount paid by Customer to ES&S CANADA for the product(s) or services(s) that caused the losses or damages or are the subject matter of the claim or cause of action. By entering into this Agreement, Customer agrees to accept responsibility for (i) the selection of the Rental Equipment and Software to achieve Customer's intended results; (ii) the use (Use) of the Rental Equipment and Software; (c) the results obtained from the use of the Rental Equipment and Software; and (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S CANADA and used with the Rental Equipment or Software.

Shipment; Title and Risk of Loss. ES&S CANADA will ship the Rental Equipment and Software by 13. common carrier to Customer on a date mutually agreed upon by ES&S CANADA and Customer, and risk of loss with respect to the Rental Equipment and Software shall pass to Customer when such items are delivered to Customer's place of business. Title to the Rental Equipment shall remain in ES&S CANADA. ES&S CANADA shall also bear the risk of loss with respect to the Rental Equipment (except that Customer shall bear the risk of loss with respect to, or damage to, the Rental Equipment which is caused by fire, the elements, theft, vandalism, negligent or intentional acts of Customer's employees or other events which are within the control of Customer). During the period in which this Agreement is in effect, Customer shall, at its sole expense, maintain the Rental Equipment in good operating condition and repair and protect the Rental Equipment from deterioration other than normal wear and tear and shall procure and maintain insurance on the Rental Equipment to adequately insure the risks of loss for which Customer is responsible hereunder. Upon request, Customer shall provide ES&S CANADA with copies of any and all policies procured and maintained by Customer insuring Customer's risks of loss hereunder. Customer shall not use the Rental Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S CANADA, alter the Rental Equipment or affix to or install on the Rental Equipment any accessory, equipment or device which was not supplied to it by ES&S CANADA. Customer shall not move the Rental Equipment from the place where it was originally installed without ES&S CANADA's prior written consent and shall make the Rental Equipment and any records pertaining thereto available to ES&S CANADA during regular business hours for inspection. Customer will not, without the prior written consent of ES&S CANADA and subject to such conditions as ES&S CANADA may impose for its protection, affix any item of Rental Equipment to any real property if, as a result thereof, such item of Rental Equipment will become a fixture under applicable state law.

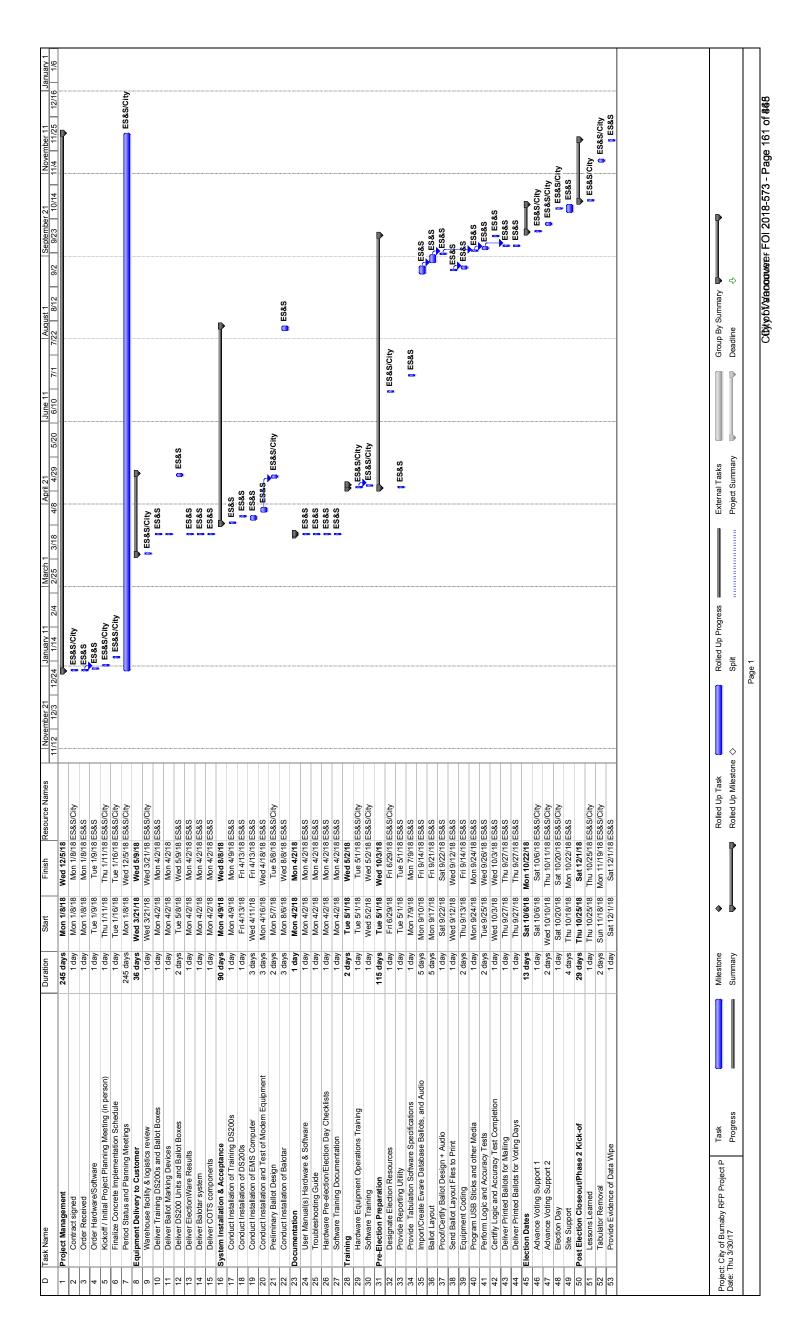
### **Project Plan Timelines**

The following included timelines are based on the information provided in Annex 3, and are intended to provide a realistic approximation for each jurisdiction. Upon award of contract, ES&S will work with each jurisdiction to customize and confirm these documents to provide the most suitable project timeline for the 2018 election cycle.

City of Abbotsford Project Plan

	Duration	Start	Finish Resource Names	anuary 11   March 1 1/14   2/4   2/25   3/18   4		June 11   August 1 6/10   7/1   7/22   8/12   9/2	September 21         November 11         Ja           2         9/23         10/14         11/4         11/25         12/16
Project Management	245 days	Mon 1/8/18	Wed 12/5/18				
Contract signed	1 day	Mon 1/8/18	Mon 1/8/18 ES&S/City	S&S/City			
Order Received	1 day			S&S			
Order Hardware/Software	1 day	Tue 1/9/18		S&S			
Kickoff / Initial Project Planning Meeting (Phone/Webe			,	ES&S/City			
Finalize Concrete Implementation Schedule	1 day			ES&S/City			
Period Status and Planning Meetings	245 days		-	: <b></b>			ES&S/City
Equipment Delivery to Customer Warehouse facility & logistics review	36 days				•		
	1 day 1 day		-	ES&S/City			
Deliver Training DS200s and Ballot Boxes Deliver Ballot Marking Devices	1 day			ESG	3		
Deliver DS200 Units and Ballot Boxes	2 days			•	SS&S		
	1 day			ES&S			
Deliver ElectionWare Results Deliver Balotar system	1 day			ES&S			
Deliver COTS components	1 day			ES&S			
System Installation & Acceptance	90 days						
Conduct Installation of Training DS200s	1 day			I E	S&S	•	
Conduct Installation of DS200s	3 days				ES&S		
Conduct Installation of EMS Computer	3 days					ES&S	
Conduct Installation and Test of Modern Equipment	3 days					ES&S	
Preliminary Ballot Design	2 days		Fri 7/13/18 ES&S/City			ES&S/City	
Conduct Installation of Balotar	3 days					ES&S	
Documentation	1 day	Mon 4/2/18	Mon 4/2/18	•		_	
User Manual(s) Hardware & Software	1 day			1 ES&S			
Troubleshooting Guide	1 day			ES&S			
Hardware Pre-election/Election Day Checklists	1 day			ES&S			
Software Training Documentation	1 day			ES&S	S		
Training	2 days				$\mathbf{\nabla}$		
Hardware Equipment Operations Training	1 day	Tue 5/1/18	-		ES&S/City		
Software Training	1 day				ES&S/City		
Pre-Election Preparation	115 days						<b></b>
Designate Election Resources	1 day		-			ES&S/City	
Provide Reporting Utility	1 day	Tue 5/1/18			ES&S		
Provide Tabulation Software Specifications Import/Create Eware Database Ballots, and Audio	1 day					ES&S	
	5 days						ES&S ES&S
	5 days						LES&S
	1 day						ES&S
Send Ballot Layout Files to Print Equipment Coding	1 day 2 days						ES&S
Program USB Sticks and other Media	1 day					•	ES&S
Perform Logic and Accuracy Tests	2 days		Wed 9/26/18 ES&S				ES&S
Certifiy Logic and Accuracy Test Completion	1 day		Wed 10/3/18 ES&S				ES&S
Deliver Printed Ballots for Mailing	1 day						ES&S
Deliver Printed Ballots for Voting Days	1 day						ES&S
Election Dates	13 days		Mon 10/22/18				
Advance Voting Support 1	1 day		Sat 10/6/18 ES&S/City				ES&S/City
Advance Voting Support 2	2 days		Thu 10/11/18 ES&S/City				ES&S/City
Election Day	1 day		Sat 10/20/18 ES&S/City				ES&S/City
Site Support	4 days	Thu 10/18/18	Mon 10/22/18 ES&S				ES&S
Post Election Closeout/Phase 2 Kick-of			Sat 12/1/18				<b>—</b>
Lessons Learned			Thu 10/25/18 ES&S/City				ES&S/City
Tabulator Removal			Mon 11/19/18 ES&S/City				ES&S/City
Provide Evidence of Data Wipe	1 day	Sat 12/1/18	Sat 12/1/18 ES&S				ES&S

City of Burnaby Project Plan



City of Coquitlam Project Plan

	overmber 21         January 11         March 1         April 21         June 11         August 1         September 21         November 11         Janu           2         12/3         12/24         1/14         2/4         2/25         3/18         4/8         4/29         5/20         6/10         7/1         7/22         8/12         9/2         9/23         10/14         11/4         11/25         12/16
244 days Mon 1/8/18 Wed 12/5/18	
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4 days Thu 10/18/18 Mon 10/22/18 ES&S	ES&S
18 days Thu 10/25/18 Sun 11/18/18	
1 day Thu 10/25/18 Thu 10/25/18 ES&S/City	ES&S/City
1 day Sun 11/18/18 Sun 11/18/18 ES&S/City	ES&S/City
1 day Sun 11/18/18 Sun 11/18/18 ES&S	ES&S
	1 day         Thu 1/11/18         Thu 1/11/18         ES&S/City           244 days         Mon 1/8/18         Wed 12/5/18         ES&S/City           256 days         Fri 1/19/18         Fri 4/6/18         ES&S/City           1 day         Fri 1/19/18         Fri 4/6/18         ES&S/City           1 day         Fri 1/19/18         Fri 4/6/18         ES&S/City           1 day         Wed 2/14/18         Wed 2/14/18         ES&S           1 day         Mon 4/2/18         Mon 4/2/18         ES&S           1 day         Mon 4/2/18         Mon 4/2/18         ES&S           1 day         Mon 4/2/18         Mon 4/2/18         ES&S           1 day         Mon 4/9/18         Fri 4/20/18         ES&S           1 day         Mon 4/9/18         Wed 4/11/18         ES&S           3 days         Mon 4/9/18         Fri 4/20/18         ES&S           2 days         Thu 4/19/18         Fri 4/20/18         ES&S           1 day         Fri 2/16/18 <td< td=""></td<>

City of New Westminster Project Plan

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nalize Concrete Implementation Schedule	1 day Tue 1/16/18		L <b>y</b>				
eriod Status and Planning Meetings	245 days Mon 1/8/18						ES&S/Cit
nent Delivery to Customer	36 days Wed 3/21/18		<b>-</b>				
arehouse facility & logistics review	1 day Wed 3/21/18		ES&S/City				
eliver Training DS200s and Ballot Boxes	1 day Mon 4/2/18	Mon 4/2/18 ES&S	ES&S				
eliver DS200 Units and Ballot Boxes	2 days Tue 5/8/18	Wed 5/9/18 ES&S		ES&S			
eliver ElectionWare Results	1 day Mon 4/2/18	Mon 4/2/18 ES&S	ES&S				
eliver Balotar system	1 day Mon 4/2/18	Mon 4/2/18 ES&S	ES&S				
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esignate Election Resources	1 day Fri 6/29/18	Fri 6/29/18 ES&S/City			ES&S/City		
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abulator Removal	2 days Sun 11/18/18	Mon 11/19/18 ES&S/City					ES&S/City
ovide Evidence of Data Wipe		Sat 12/1/18 ES&S					ES&S
	liver Training DS200s and Ballot Boxes liver DS200 Units and Ballot Boxes liver ElectionWare Results liver Boldar system liver COTS components Installation & Acceptance nduct Installation of Training DS200s nduct Installation of Taining DS200s nduct Installation of DS200s nduct Installation of DS200s nduct Installation and Test of Modem Equipment aliminary Ballot Design nduct Installation of Balotar entation er Manual(s) Hardware & Software publeshooting Guide drdware Pre-election/Election Day Checklists ftware Training Documentation g rdware Equipment Operations Training ftware Training ction Preparation signate Election Resources boide Reporting Utility pvide Tabulation Software Specifications port/Create Eware Database Ballots, and Audio Ilot Layout pof/Centify Ballot Design + Audio nd Ballot Layout Files to Print uipment Coding Ogram USB Sticks and other Media rform Logic and Accuracy Tests rtify Logic and Accuracy Test Completion liver Printed Ballots for Voting Days n Dates sunce Voting Support 1 vance Voting Support 2 ection Day e Support ection Closeout/Phase 2 Kick-of ssons Learned	liver Training DS200s and Ballot Boxes         1 day         Mon 4/2/18           liver DS200 Units and Ballot Boxes         2 days         Tue 5/8/18           liver Balotar system         1 day         Mon 4/2/18           liver Balotar system         1 day         Mon 4/2/18           liver COTS components         1 day         Mon 4/2/18           unstallation & Acceptance         90 days         Mon 4/9/18           nduct Installation of Training DS200s         1 day         Mon 4/9/18           nduct Installation of DS200s         2 days         Thu 4/12/18           nduct Installation of DS200s         2 days         Mon 7/9/18           nduct Installation of BMS Computer         3 days         Mon 7/9/18           anduct Installation of Balotar         3 days         Mon 4/2/18           entation         1 day         Mon 4/2/18           entation         1 day         Mon 4/2/18           valver Pre-election/Election Day Checklists         1 day         Mon 4/2/18           rdware Equipment Operations Training         1 day         Won 4/2/18           grdware Equipment Operations Training         1 day         Woo 7/2/18           vide Reporting Utility         1 day         Woo 7/2/18           vide Reporting Utility         1 day <td>Iver Taining DS2006 and Ballot Boxes         1 day         Mon 42/18         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18&lt;</td> <td>Iniver Training DS2005 and Balic Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units and Balic Boxes         2 days         Two 51/16 (58.6)         Inver Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units and Balic Boxes         1 day         Mon 42/16 (58.8)         Inver Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units Components         1 day         Mon 42/16 (58.8)         Inver Boxes         2 (58.8)           Interstation A Coceptance         90 days         Mon 42/16 (58.8)         Inver Boxes         1 (58.8)           Interstation A Coceptance         90 days         Mon 42/16 (58.8)         Inver Boxes         1 (58.8)           Induct Instation A Coceptance         3 days         Mon 42/16 (58.8)         Inver Boxes         1 (58.8)           Induct Instation A Coceptance         3 days         Mon 47/18 (Wed 71/118 (58.8)         Inver Boxes         0 (57.11/18 (58.8)           Induct Instation A Code Bix         1 day         Mon 42/18 (Mon 42/18 (58.8)         Inver Boxes         0 (57.11/18 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         Inter Balacin System         2 day         Mon 42/718         SAS         Inter Discolution         Inter Discolution           Inter Balacin System         2 day         Mon 42/718         Mon 42/718         SAS         Inter Discolution         Inter Discolution           Inter Balacin System         2 day         Mon 42/718         Mon 42/718         SAS         Inter Discolution         Inter Discolution&lt;</td> <td>Inter Taming DS205 and Balls Bose         1 day         Mon 42/18 [EASS           Inter DS20 Units and Balls Bose         1 day         Mon 42/18 [EASS         (EASS)           Inter Balds Topsen         1 day         Mon 42/18 [EASS]         (EASS)           Inter Balds Topsen         1 day         Mon 42/18 [EASS]         (EASS)           Inter Balds Topsen         1 day         Mon 42/18 [EASS]         (EASS)           Inter Balds Topsen         1 day         Mon 42/18 [EASS]         (EASS)           Inter Balds Topsen         1 day         Mon 42/18 [EASS] 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Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and Non-Reside         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units And Non-Reside         1 day         Non-Reside</td></td<></td>	Iver Taining DS2006 and Ballot Boxes         1 day         Mon 42/18         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18         Mon 42/18         ESSS           Iver ElectonWare Results         1 day         Mon 42/18         Mon 42/18<	Iniver Training DS2005 and Balic Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units and Balic Boxes         2 days         Two 51/16 (58.6)         Inver Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units and Balic Boxes         1 day         Mon 42/16 (58.8)         Inver Boxes         2 days         Two 42/16 (58.8)           Inver DS200 Units Components         1 day       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[EASS]         (EASS)           Indicit Installation of Tasiotin         1 day         Mon 42/18 [EASS]         (EASS)           Indicit Installation of Tasiotin         1 day         Mon 42/18 [EASS]         (EASS)           Indicit Installation of Tasiotin         1 day         Mon 42/18 [EASS]         (EASS)           Indicit Installation of Tasiotin <td< td=""><td>Non-Reside         1 forger         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and Non-Reside         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units And Non-Reside         1 day         Non-Reside</td></td<>	Non-Reside         1 forger         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Koven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         2 dayer         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and State Coven         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units and Non-Reside         1 day         Non-Reside         Non-Reside         Non-Reside           Very DS200 Units And Non-Reside         1 day         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City of North Vancouver Project Plan

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nduct Installation and Test of Modern Equipment	3 days Mon 7/9/18	Wed 7/11/18 ES&S			ES&S			
liminary Ballot Design	2 days Mon 5/7/18	Tue 5/8/18 ES&S/City						
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port/Create Eware Database Ballots, and Audio	5 days Mon 9/10/18	Fri 9/14/18 ES&S				. 🕒	ES&S	
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uipment Coding	2 days Thu 9/13/18	Fri 9/14/18 ES&S					ES&S	
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City of Port Coquitlam Project Plan

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	1 day       Wed 2         1 day       Fri         1 day       Mon         3 days       Mod 4         3 days       Wed 4         1 day       Fri 2         1 day       Fri 2         1 day       Fri 2         1 day       Fri 6         1 day       Fri 6         1 day       Fri 6         1 day       Mon         5 days       Mon 5         5 days       Mon 5         1 day       Wed 9         1 day       Wed 9         2 days       Thu 6         1 day       Wed 10         1 day       Thu 6         1 day       Sat 10         1 day       Sat 10         1 day       Wed 10         1 day<	1 day         Wed 2/14/18         Wed 2/14           1 day         Fri 4/6/18         Fri 4/6           1 day         Mon 4/2/18         Mon 4/2/18           1 day         Mon 4/2/18         Mon 4/2           3 days         Mon 4/2/18         Mon 4/2           3 days         Mon 4/2/18         Mon 4/2           3 days         Mon 4/2/18         Mon 4/2           1 day         Fri 2/16/18         Fri 2/16           1 day         Fri 2/16/18         Fri 2/16           1 day         Fri 2/16/18         Fri 2/16           1 day         Tue 7/10/18         Wed 7/11           1 day         Wed 7/11/18         Wed 7/11           1 day         Mon 7/9/18         Mon 7/9           1	1 day       Wed 2/14/18       Wed 2/14/18       ES&S         1 day       Fri 4/6/18       Fri 4/6/18       ES&S         1 day       Mon 4/2/18       Mon 4/2/18       ES&S         3 days       Mon 4/9/18       Mon 4/2/18       ES&S         3 days       Mon 4/16/18       Wed 4/11/18       ES&S         3 days       Mon 4/16/18       Wed 4/18/18       ES&S         2 days       Thu 4/19/18       Fri 4/20/18       ES&S         2 days       Thu 4/16/18       Fri 2/16/18       ES&S         1 day       Fri 2/16/18       Fri 2/16/18       ES&S         1 day       Fri 2/16/18       Fri 2/16/18       ES&S         1 day       Fri 6/29/18       Fri 6/29/18       ES&S/City         1 day       Fri 6/29/18       Mon 7/9/18       ES&S         1 day       Mon 7/9/18       Mon 7/9/18       ES&S	1 day       Wed 2/14/18       Wed 2/14/18       Fit 4/0/18       Fit 5/0/18       Fit 5/0/18	1 day Wed 2/14/18 Wed 2/14/18 ES&S 1 day Fn 4/6/18 Fi 4/6/18 ES&S 1 day Mon 4/2/18 Mon 4/2/18 ES&S 1 day Mon 4/9/18 Mon 4/2/18 ES&S 1 day Mon 4/9/18 Fn 4/2/18 ES&S 3 days Wed 4/11/18 Fi 4/13/18 ES&S 3 days Fi 2/16/18 Fi 2/16/18 ES&S 1 day Fi 2/16/18 Fi 2/16/18 ES&S 1 day Fi 2/16/18 Fi 2/16/18 ES&S 1 day Fi 2/16/18 Med 71/11/8 ES&S/City 1 day Wed 71/11/8 Wed 91/21/8 ES&S 5 days Mon 91/77/8 Fi 9/21/8 ES&S 1 day Wed 91/21/8 Wed 91/21/8 ES&S 1 day Wed 10/318 Wed 10/318 ES&S 1 day Wed 10/318	1 day       Wed 21/418       ES&S         1 day       Min 4/218       Mon 4/218       ES&S         1 day       Mon 4/218       Mon 4/218       ES&S         3 days       Mon 4/218       Mon 4/218       ES&S         3 days       Mon 4/918       Fri 4/2018       ES&S         3 days       Mon 4/918       Fri 4/2018       ES&S         3 days       Mon 4/918       Fri 2/16/18       ES&S         3 days       Mon 4/918       Fri 2/16/18       ES&S         2 days       Thu 4/1918       Fri 2/16/18       Fri 2/16/18         1 day       Fri 2/16/18       Fri 2/16/18       ES&S         1 day       Tue 7/1018       Wed 7/11/18       ES&S         1 day       Fri 2/16/18       Fri 2/16/18       ES&S         1 day       Mon 7/118       Mon 7/18       ES&S         1 day       Wed 7/	1 day       Fri 440718       Fri 241618       Fi 241618	1 day       Vied 2141/8 [5835]         1 day       Field 40/8       Field 40/8 [5835]         1 day       Mon 42/18 [5835]         1 day       Mon 40/18 [5835]         1 day       Field 41/11/8 [5835]         2 days       Mon 41/118 [5835]         2 days       Field 41/11/8 [5835]         1 day       Mon 7/118 [5835]         1 day       Mon 7/118 [5835]         1 d	1 day       Ved 2/14/16       Ved 2/14/16

City of Port Moody Project Plan

ent	246 days         Mon 1/8/18           1 day         Tue 1/9/18           1 day         Tue 1/9/18           1 day         Tue 1/16/18           245 days         Tue 1/16/18           35 days         Wed 3/21/18           1 day         Mod 3/21/18           1 day         Mod 3/21/18           1 day         Mod 4/2/18           1 day         Mon 4/9/18           1 day         Mon 4/9/18           1 day         Mon 4/9/18           1 day         Mon 4/9/18           1 day         Mon 4/9/18	Mon 1/8/18 ES&S/City Mon 1/8/18 ES&S Tue 1/9/18 ES&S Thu 1/11/18 ES&S/City Tue 1/16/18 ES&S/City Wed 12/5/18 ES&S/City Wed 3/21/18 ES&S/City Mon 4/2/18 ES&S Tue 5/8/18 ES&S Mon 4/2/18 ES&S	12/3     12/24     1/14     2/4       ES&S/City       ES&S       ES&S       ES&S/City       ES&S/City	2/25 3/18 4/8 4/29 ES&S/City ES&S ES&S ES&S ES&S	5/20 6/10 7/1 7/2	2 8/12 9/2	1 9/23   10/14   11/4	ES&S/City
ed d d re/Software Project Planning Meeting (Phone/Webex) ete Implementation Schedule and Planning Meetings ry to Customer Gility & logistics review g DS200s and Ballot Boxes Units and Ballot Boxes nWare Results r system components n & Acceptance llation of Training DS200s llation of DS200s llation of EMS Computer	1 day         Mon 1/8/18           1 day         Mon 1/8/18           1 day         Tue 1/9/18           1 day         Thu 1/11/18           1 day         Tue 1/9/18           1 day         Tue 1/16/18           245 days         Tue 1/9/18           35 days         Wed 3/21/18           1 day         Mon 4/2/18           1 day         Mon 4/9/18	Mon 1/8/18 ES&S/City Mon 1/8/18 ES&S Tue 1/9/18 ES&S Thu 1/11/18 ES&S/City Tue 1/16/18 ES&S/City Wed 12/5/18 ES&S/City Wed 3/21/18 ES&S/City Mon 4/2/18 ES&S Tue 5/8/18 ES&S Mon 4/2/18 ES&S	ES&S ES&S ES&S/City	ES&S/City ES&S ES&S ES&S ES&S ES&S				ES&S/City
ed re/Software re/Software Project Planning Meeting (Phone/Webex) rete Implementation Schedule and Planning Meetings ry to Customer GUBY & Logistics review Ig DS200s and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes In/Ware Results r system components n & Acceptance Ilation of Training DS200s Ilation of EMS Computer	1 day         Mon 1/8/18           1 day         Tue 1/9/18           1 day         Tuu 1/11/18           1 day         Tuu 1/11/18           1 day         Tuu 1/11/18           1 day         Tuu 1/16/18           245 days         Tue 1/9/18           35 days         Wed 3/21/18           1 day         Mon 4/2/18           1 day         Mon 4/9/18	Mon 1/8/18         ES&S           Tue 1/9/18         ES&S           Thu 1/1/18         ES&S/City           Tue 1/16/18         ES&S/City           Wed 12/5/18         ES&S/City           Tue 5/8/18         ES&S/City           Wed 3/21/18         ES&S/City           Mon 4/2/18         ES&S           Tue 5/8/18         ES&S           Mon 4/2/18         ES&S	ES&S ES&S ES&S/City	ES&S/City ES&S ES&S ES&S ES&S ES&S				ES&S/City
re/Software Project Planning Meeting (Phone/Webex) ete Implementation Schedule and Planning Meetings ry to Customer cility & logistics review g DS200s and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes NWare Results r system components n & Acceptance llation of Training DS200s llation of EMS Computer	1 day         Tue 1/9/18           1 day         Tue 1/1/18/18           1 day         Tue 1/16/18           245 days         Tue 1/9/18           35 days         Wed 3/21/18           1 day         Mon 4/2/18           1 day         Mon 4/9/18	Tue 1/9/18 ES&S Thu 1/11/18 ES&S/City Tue 1/16/18 ES&S/City Wed 12/5/18 ES&S/City <b>Tue 5/8/18</b> Wed 3/21/18 ES&S Tue 5/8/18 ES&S Mon 4/2/18 ES&S	ES&S ES&S/City	ES&S/City ES&S ES&S ES&S ES&S ES&S				ES&S/City
Project Planning Meeting (Phone/Webex) ete Implementation Schedule and Planning Meetings <b>ry to Customer</b> cility & logistics review Ig DS200s and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes NWare Results r system components <b>n &amp; Acceptance</b> Ilation of Training DS200s Ilation of DS200s Ilation of EMS Computer	1 day         Thu 1/11/18           1 day         Tue 1/16/18           245 days         Tue 1/16/18           35 days         Wed 3/21/18           1 day         Wed 3/21/18           1 day         Mon 4/2/18	Thu 1/11/18 ES&S/City Tue 1/16/18 ES&S/City Wed 12/5/18 ES&S/City Med 3/21/18 ES&S/City Mon 4/2/18 ES&S Tue 5/8/18 ES&S Mon 4/2/18 ES&S	ES&S/City	ES&S/City ES&S ES&S ES&S ES&S ES&S				ES&S/City
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and Planning Meetings ry to Customer Gility & logistics review g DS200s and Ballot Boxes Units and Ballot Boxes nWare Results r system components n & Acceptance llation of Training DS200s llation of DS200s llation of EMS Computer	245 days         Tue 1/9/18           35 days         Wed 3/21/18           1 day         Wed 3/21/18           1 day         Mon 4/2/18           90 days         Mon 4/9/18	Wed 12/5/18         ES&S/City           Tue 5/8/18         ES&S/City           Wed 3/21/18         ES&S/City           Mon 4/2/18         ES&S           Tue 5/8/18         ES&S           Mon 4/2/18         ES&S		ES&S/City ES&S ES&S ES&S ES&S ES&S				ES&S/City
ry to Customer cility & logistics review Ig DS200s and Ballot Boxes Units and Ballot Boxes Units and Ballot Boxes InWare Results r system components <b>n &amp; Acceptance</b> Ilation of Training DS200s Ilation of EMS Computer	35 days         Wed 3/21/18           1 day         Wed 3/21/18           1 day         Mon 4/2/18           1 day         Tue 5/8/18           1 day         Mon 4/2/18           90 days         Mon 4/9/18           1 day         Mon 4/9/18	Tue 5/8/18           Wed 3/21/18         ES&S/City           Mon 4/2/18         ES&S           Tue 5/8/18         ES&S           Mon 4/2/18         ES&S		ES&S/City ES&S ES&S ES&S ES&S ES&S				ESASICITY
cility & logistics review g DS200s and Ballot Boxes U Units and Ballot Boxes I Units and Ballot Boxes I Ware Results r system components <b>n &amp; Acceptance</b> Ilation of Training DS200s Ilation of DS200s Ilation of EMS Computer	1 day         Wed 3/21/18           1 day         Mon 4/2/18           1 day         Tue 5/8/18           1 day         Mon 4/2/18           90 days         Mon 4/9/18           1 day         Mon 4/9/18	Wed 3/21/18         ES&S/City           Mon 4/2/18         ES&S           Tue 5/8/18         ES&S           Mon 4/2/18         ES&S		ES&S/City ES&S ES&S ES&S ES&S ES&S				
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allot Design	2 days Mon 5/7/18	, , , , , , , , , , , , , , , , , , , ,		0 ES&S/	City			
llation of Balotar	3 days Mon 8/6/18					ES&S		
	1 day Mon 4/2/18	Mon 4/2/18						
s) Hardware & Software	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S				
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ting Utility	1 day Mon 8/6/18	Mon 8/6/18 ES&S				ES&S		
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and Accuracy Test Completion	1 day Wed 10/3/18	Wed 10/3/18 ES&S						
Ballots for Mailing	1 day Thu 9/27/18	Thu 9/27/18 ES&S					ES&S	
Ballots for Voting Days	1 day Thu 9/27/18	Thu 9/27/18 ES&S					ES&S	
	13 days Sat 10/6/18	Mon 10/22/18						
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nce of Data Wipe	1 day Sat 12/1/18	Sat 12/1/18 ES&S						ES&S
	g Guide election/Election Day Checklists ing Documentation  imment Operations Training ing aration tion Resources ting Utility ation Software Specifications Eware Database Ballots, and Audio allot Design + Audio yout Files to Print ding Sticks and other Media and Accuracy Tests ind Accuracy Tests Completion Ballots for Mailing Ballots for Voting Days g Support 1 g Support 1 g Support 2  eeout/Phase 2 Kick-of ed	) Hardware & Software         1 day         Mon 4/2/18           ig Guide         1 day         Mon 4/2/18           election/Election Day Checklists         1 day         Mon 4/2/18           ing Documentation         1 day         Mon 4/2/18           ing Documentation         1 day         Mon 4/2/18           ing Documentation         1 day         Mon 4/2/18           ipment Operations Training         1 day         Tue 5/1/18           ing         1 day         Wed 5/2/18           aration         71 days         Fri 6/29/18           tion Resources         1 day         Mon 8/6/18           tion Software Specifications         1 day         Mon 9/10/18           Eware Database Ballots, and Audio         5 days         Mon 9/17/18           glot Design + Audio         1 day         Sun 9/23/18           yout Files to Print         1 day         Word 9/12/18           ding         2 days         Thu 9/37/18           sticks and other Media         1 day         Mon 9/24/18           and Accuracy Tests         2 days         Thu 9/27/18           Ballots for Voting Days         1 day         Thu 9/27/18           Ballots for Voting Days         1 day         Sat 10/6/18      <	1 day       Mon 4/2/18       Mon 4/2/18       Mon 4/2/18       ES&S         ig Guide       1 day       Mon 4/2/18       Mon 4/2/18       ES&S         election/Election Day Checklists       1 day       Mon 4/2/18       Mon 4/2/18       ES&S         ing Documentation       1 day       Mon 4/2/18       Mon 4/2/18       ES&S         ipment Operations Training       1 day       Tue 5/1/18       Tue 5/1/18       ES&S/City         ing       1 day       Wed 5/2/18       Wed 5/2/18       ES&S/City         ing       1 day       Fri 6/29/18       Wed 5/2/18       ES&S/City         ing       1 day       Fri 6/29/18       Fri 6/29/18       ES&S/City         ing       1 day       Fri 6/29/18       Med 10/3/18       ES&S/City         stration       1 day       Mon 7/9/18       Mon 7/9/18       ES&S         store Specifications       1 day       Mon 9/18       Mon 7/9/18       ES&S         store Specifications       1 day       Mon 9/10/18       Fri 9/14/18       ES&S         store Specifications       1 day       Mon 9/21/18       ES&S       S         store Specifications       1 day       Mon 9/21/18       ES&S       S         store Specificat	Hardware & Software         1 day         Mon 4/2/18         Mon 4/2/18         ES&S           g Guide         1 day         Mon 4/2/18         Mon 4/2/18         ES&S           election/Election Day Checklists         1 day         Mon 4/2/18         Mon 4/2/18         ES&S           ing Documentation         1 day         Mon 4/2/18         Mon 4/2/18         ES&S           prenet Operations Training         1 day         Tue 5/1/18         Wed 5/2/18         ES&S/City           ing         1 day         Wed 5/2/18         Wed 5/2/18         ES&S/City           ing         1 day         Wed 5/2/18         Wed 5/2/18         ES&S/City           ing Docurces         1 day         Mon 7/9/18         Mon 8/6/18         ES&S/City           tig Dilitity         1 day         Mon 7/9/18         Mon 7/9/18         ES&S/City           station Software Specifications         1 day         Mon 7/9/18         Mon 8/6/18         ES&S           Eware Database Ballots, and Audio         5 days         Mon 9/2/18         Fin 9/2/19         ES&S           ging         2 days         Thu 9/13/18         Fin 9/2/19         ES&S           ding         2 days         Thu 9/13/18         Fin 9/2/19         ES&S	1) Hardware & Software       1 day       Mon 4/2/18       Mon 4/	1) Hardware & Software       1 day       Mon 4/2/18       Mon 4/2/18       Mon 4/2/18       Software 2         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS       ESAS         g Guide       1 day       Mon 4/2/18       Mon 4/2/18       Software 2       ESAS       ESAS <td>j Hardware &amp; Software       1 day       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       SSA       ESSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       SSA       ESSA         g ment Operations Training       1 day       Mon 4/2/18       ESSAS/City       Wed 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       ESSAS       ESSAS</td> <td>1) Hardware &amp; Software       1 day       Mon 42/18 [ESAS]         g Guide       1 day       Mon 42/18 [ESAS]         g Doumentation       1 day       Mon 42/18 [ESAS]         g Doumentation       1 day       Wed 52/18 [ESAS]         g ment Operations Training       1 day       Wed 52/18 [ESAS]         g ment Operations       1 day       Mon 86/18 [ESAS]         g ment Operations       1 day       Mon 86/18 [ESAS]         g mont Operations       1 day       Mon 86/18 [ESAS]         g mont Operations       1 day       Mon 97/18 [ESAS]<!--</td--></td>	j Hardware & Software       1 day       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       Mon 4/2/16       SSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       SSA       ESSA         g Guide       1 day       Mon 4/2/16       Mon 4/2/16       SSA       ESSA         g ment Operations Training       1 day       Mon 4/2/18       ESSAS/City       Wed 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       Ved 5/2/18       ESSAS/City       ESSAS       ESSAS	1) Hardware & Software       1 day       Mon 42/18 [ESAS]         g Guide       1 day       Mon 42/18 [ESAS]         g Doumentation       1 day       Mon 42/18 [ESAS]         g Doumentation       1 day       Wed 52/18 [ESAS]         g ment Operations Training       1 day       Wed 52/18 [ESAS]         g ment Operations       1 day       Mon 86/18 [ESAS]         g ment Operations       1 day       Mon 86/18 [ESAS]         g mont Operations       1 day       Mon 86/18 [ESAS]         g mont Operations       1 day       Mon 97/18 [ESAS] </td

**City of Surrey Project Plan** 

1 Duciant Management	Duration	Start	Finish Resource Names	anuary 11   March 1 1/14   2/4   2/25   3/18   4		June 11         August 1           6/10         7/1         7/22         8/12         9/2	September 21         November 11         Ja           2         9/23         10/14         11/4         11/25         12/16
1 Project Management	245 days	Mon 1/8/18	Wed 12/5/18				
2 Contract signed	1 day	Mon 1/8/18		&S/City			
Order Received	1 day	Mon 1/8/18		8&S			
Order Hardware/Software	1 day	Tue 1/9/18		S&S			
Kickoff / Initial Project Planning Meeting (Phone/Webex)	1 day	Thu 1/11/18		S&S/City			
Finalize Concrete Implementation Schedule	1 day	Tue 1/16/18		ES&S/City			
Period Status and Planning Meetings	245 days	Mon 1/8/18					ES&S/City
Equipment Delivery to Customer Warehouse facility & logistics review	36 days	Wed 3/21/18			<b>•</b>		
	1 day 1 day	Wed 3/21/18 Mon 4/2/18	-	ES&S/City			
Deliver Training DS200s and Ballot Boxes Deliver Ballot Marking Devices	1 day	Mon 4/2/18		ESK	3		
Deliver DS200 Units and Ballot Boxes	2 days	Tue 5/8/18		¥	ES&S		
Deliver ElectionWare Results	1 day	Mon 4/2/18		ES&S			
Deliver Balotar system	1 day	Mon 4/2/18	Mon 4/2/18 ES&S	ES&			
Deliver COTS components	1 day	Mon 4/2/18		ES&S			
System Installation & Acceptance	90 days	Mon 4/9/18					
Conduct Installation of Training DS200s	1 day	Mon 4/9/18	Mon 4/9/18 ES&S	I E	S&S	· ·	
Conduct Installation of DS200s	3 days	Wed 4/11/18			ES&S		
Conduct Installation of EMS Computer	3 days	Mon 7/9/18				ES&S	
Conduct Installation and Test of Modern Equipment	3 days	Mon 7/9/18				ES&S	
Preliminary Ballot Design	2 days	Thu 7/12/18	Fri 7/13/18 ES&S/City			ES&S/City	
Conduct Installation of Balotar	3 days	Mon 8/6/18				ES&S	
Documentation	1 day	Mon 4/2/18	Mon 4/2/18	<b>—</b>		_	
User Manual(s) Hardware & Software	1 day	Mon 4/2/18		1 ES&			
Troubleshooting Guide	1 day	Mon 4/2/18		ES&			
Hardware Pre-election/Election Day Checklists	1 day	Mon 4/2/18		ES&			
Software Training Documentation	1 day	Mon 4/2/18		ES&	S		
Training	2 days	Tue 5/1/18			<b>W</b>		
Hardware Equipment Operations Training Software Training	1 day	Tue 5/1/18			ES&S/City		
	1 day	Wed 5/2/18			ES&S/City		
Pre-Election Preparation	115 days	Tue 5/1/18					━━━▽
Designate Election Resources	1 day	Fri 6/29/18	-			ES&S/City	
Provide Reporting Utility	1 day	Tue 5/1/18			ES&S		
Provide Tabulation Software Specifications	1 day	Mon 7/9/18				ES&S	
Import/Create Eware Database Ballots, and Audio	5 days	Mon 9/10/18					ES&S
Ballot Layout Proof/Certify Ballot Design + Audio	5 days	Mon 9/17/18	Fri 9/21/18 ES&S				ES&S ES&S
	1 day	Sat 9/22/18					ES&S
Send Ballot Layout Files to Print Equipment Coding	1 day 2 days	Wed 9/12/18 Thu 9/13/18					ES&S
Equipment Coding Program USB Sticks and other Media	1 day	Mon 9/24/18				•	ES&S
Perform Logic and Accuracy Tests	2 days		Wed 9/26/18 ES&S				ES&S
Certifiy Logic and Accuracy Test Completion	1 day		Wed 10/3/18 ES&S				I ES&S
Deliver Printed Ballots for Mailing	1 day	Thu 9/27/18					ES&S
Deliver Printed Ballots for Voting Days	1 day	Thu 9/27/18					ES&S
Election Dates	13 days		Mon 10/22/18				· • • • • • • • • • • • • • • • • • • •
Advance Voting Support 1	1 day		Sat 10/6/18 ES&S/City				ES&S/City
Advance Voting Support 2			Thu 10/11/18 ES&S/City				ES&S/City
Election Day			Sat 10/20/18 ES&S/City				ES&S/City
Site Support			Mon 10/22/18 ES&S				ES&S
Post Election Closeout/Phase 2 Kick-of Lessons Learned	29 days	Thu 10/25/18	Sat 12/1/18				
Lessons Learned			Thu 10/25/18 ES&S/City				ES&S/City
Tabulator Removal	3 days	Sun 11/18/18	Tue 11/20/18 ES&S/City				ES&S/City
Tabulator Removal Provide Evidence of Data Wipe	1 day	Sat 12/1/19	Sat 12/1/18 ES&S				ES&S

City of Vancouver Project Plan

1 2 <b>Proj</b> e	Name	Duration	Start	Finish	Resource Names	h 11 May 1 3/26 4/16 5/7 5	June 21 August 11 28   6/18   7/9   7/30   8/20   9/	October 1         November 2           10         10/1         10/22         11/12         12/3         12	January 11         March 1         April 21         June 11         August 1         September 21         November 11         Jar           1/24         1/14         2/25         3/18         4/8         4/29         5/20         6/10         7/1         7/22         8/12         9/2         9/23         10/14         11/4         11/25         12/16         7
	ant Managamant	040	Man 4/0/40	Med 10/5/10					
3	Contract signed	243 days 1 day	Mon 1/8/18 Mon 1/8/18	Wed 12/5/18 Mon 1/8/18		-			I ES&S/City
	Order Received	1 day	Mon 1/8/18	Mon 1/8/18	,				ES&S
	Order Hardware/Software	1 day	Tue 1/9/18	Tue 1/9/18					TES&S
	Kickoff / Initial Project Planning Meeting (in person)	1 day	Thu 1/11/18						ES&S/City
	Finalize Concrete Implementation Schedule	1 day	Tue 1/16/18						I ES&S/City
8	Period Status and Planning Meetings	243 days	Mon 1/8/18	Wed 12/5/18	ES&S/City				ES&S/City
	pment Delivery to Customer	56 days	Fri 1/19/18	Fri 4/6/18					
	Warehouse facility & logistics review	1 day	Fri 1/19/18	Fri 1/19/18					I ES&S/City
	Deliver Training DS200s and Ballot Boxes	1 day	Wed 2/14/18						I ES&S
	Deliver Training Ballot Marking devices	1 day	Wed 2/14/18	Wed 2/14/18					I ES&S
	Deliver Ballot Marking Devices	5 days	Mon 4/2/18	Fri 4/6/18 Fri 4/6/18					ES&S
	Deliver DS200 Units and Ballot Boxes Deliver ElectionWare Results	5 days 1 day	Mon 4/2/18 Mon 4/2/18	Mon 4/2/18					ES&S TES&S
	Deliver Balotar system	1 day	Mon 4/2/18 Mon 4/2/18	Mon 4/2/18					ES&S
	Deliver COTS components	1 day	Mon 4/2/18	Mon 4/2/18					I ES&S
	em Installation & Acceptance	10 days	Mon 4/9/18	Fri 4/20/18					
	Conduct Installation of Training DS200s	1 day	Mon 4/9/18	Mon 4/9/18					I ES&S
	Conduct Installation of Ballot Marking Devices	5 days	Mon 4/9/18	Fri 4/13/18		1			ES&S
	Conduct Installation of Balotar	3 days	Mon 4/9/18						ES&S
	Conduct Installation of EMS Computer	3 days	Wed 4/11/18	Fri 4/13/18	ES&S				C ES&S
	Conduct Installation and Test of Modem Equipment	3 days	Mon 4/16/18						ES&S
	Preliminary Ballot Design	2 days	Thu 4/19/18	Fri 4/20/18					TES&S/City
	umentation	1 day	Fri 2/16/18	Fri 2/16/18					
	User Manual(s) Hardware & Software	1 day	Fri 2/16/18	Fri 2/16/18		4			I ES&S
	Troubleshooting Guide	1 day	Fri 2/16/18	Fri 2/16/18					I ES&S
	Hardware Pre-election/Election Day Checklists	1 day	Fri 2/16/18	Fri 2/16/18					I ES&S
	Software Training Documentation	1 day	Fri 2/16/18	Fri 2/16/18					I ES&S
0 Trair	-	2 days 1 day	Tue 2/27/18 Tue 2/27/18	Wed 2/28/18 Tue 2/27/18					ES&S/City
	Hardware Equipment Operations Training Software Training	1 day	Wed 2/28/18						ES&S/City
	Election Preparation	66 days	Fri 6/29/18						
	Designate Election Resources	1 day	Fri 6/29/18	Fri 6/29/18					I ES&S/City
	Provide Tabulation Software Specifications	1 day	Mon 7/9/18	Mon 7/9/18					+
	Provide Reporting Utility	1 day	Mon 7/9/18	Mon 7/9/18					
	Import/Create Eware Database Ballots, and Audio	5 days	Mon 9/10/18	Fri 9/14/18		1			LES&S
8	Ballot Layout	5 days	Mon 9/17/18	Fri 9/21/18	ES&S	1			ES&S
	Proof/Certify Ballot Design + Audio	1 day	Sat 9/22/18						<b>FES&amp;S</b>
	Send Ballot Layout Files to Print	1 day		Wed 9/12/18					LES&S
	Equipment Coding	2 days	Thu 9/13/18	Fri 9/14/18					(ES&S
	Program USB Sticks and other Media	1 day		Mon 9/24/18		4			ES&S
	Perform Logic and Accuracy Tests	5 days	Mon 9/17/18	Fri 9/21/18		-			ES&S
	Certifiy Logic and Accuracy Test Completion Deliver Printed Ballots for Mailing	1 day 1 day	Fri 9/21/18 Thu 9/27/18	Fri 9/21/18 Thu 9/27/18					T ES&S
	Deliver Printed Ballots for Voting Days	1 day		Thu 9/27/18 Thu 9/27/18		-			I ES&S
	tion Dates	13 days		Mon 10/22/18					
	Advance Voting Support 1	1 day	Sat 10/6/18						ES&S/City
	Advance Voting Support 2	-	Wed 10/10/18			1			ES&S/City
	Election Day		Sat 10/20/18						ES&S/City
	Site Support	-	Thu 10/18/18		•	1			ES&S
2 Post	Election Closeout/Phase 2 Kick-of	12 days	Thu 10/25/18	Fri 11/9/18					
3	Lessons Learned	1 day	Thu 10/25/18		,				I ES&S/City
	Tabulator Removal	5 days	Mon 11/5/18						ES&S/City
64	Provide Evidence of Data Wipe	1 day	Mon 11/5/18	Mon 11/5/18	ES&S	18 8		· · · · · · · · · · · · · · · · · · ·	I ES&S

District of North Vancouver Project Plan

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District of West Vancouver Project Plan

ID	Task Name	Duration Start	Finish Resource Names	November 21         January 11           11/12         12/3         12/24         1/14         2/4	March 1         April 21           2/25         3/18         4/8         4/29         5/24	June 11         August 1           0         6/10         7/1         7/22         8/12         9	September 21         November 11         January 1           9/2         9/23         10/14         11/4         11/25         12/16         1/6
1	Project Management	246 days Mon 1/8/18	Wed 12/5/18		2/23 3/10 4/0 4/29 3/2		
2	Contract signed	1 day Mon 1/8/18		ES&S/City			
3	Order Received	1 day Mon 1/8/18		ES&S			
4	Order Hardware/Software	1 day Tue 1/9/18		I ES&S			
5	Kickoff / Initial Project Planning Meeting (Phone/Webex)	1 day Thu 1/11/18		ES&S/City			
6	Finalize Concrete Implementation Schedule	1 day Tue 1/16/18		ES&S/City			
	•						F08 0/0/h
7	Period Status and Planning Meetings	245 days Tue 1/9/18			· · · · · · · · · · · · · · · · · · ·		ES&S/City
	Equipment Delivery to Customer	35 days Wed 3/21/18					
9	Warehouse facility & logistics review	1 day Wed 3/21/18			ES&S/City		
10	Deliver Training DS200s and Ballot Boxes	1 day Mon 4/2/18			ES&S		
11	Deliver DS200 Units and Ballot Boxes	1 day Tue 5/8/18	Tue 5/8/18 ES&S		ES&S		
12	Deliver ElectionWare Results	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
13	Deliver Balotar system	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
14	Deliver COTS components	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
15	System Installation & Acceptance	90 days Mon 4/9/18	Wed 8/8/18				
16	Conduct Installation of Training DS200s	1 day Mon 4/9/18			ES&S	•	
17	Conduct Installation of DS200s	1 day Fri 4/13/18	Fri 4/13/18 ES&S		ES&S		
17					1 L303	- E000	
	Conduct Installation of EMS Computer	3 days Mon 7/9/18		—			
19	Conduct Installation and Test of Modern Equipment	3 days Mon 7/9/18				ES&S	
20	Preliminary Ballot Design	2 days Mon 5/7/18	Tue 5/8/18 ES&S/City		ES&S/Cit		
21	Conduct Installation of Balotar	3 days Mon 8/6/18				ES&S	
	Documentation	1 day Mon 4/2/18	Mon 4/2/18		<b>U</b>		
23	User Manual(s) Hardware & Software	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
24	Troubleshooting Guide	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
25	Hardware Pre-election/Election Day Checklists	1 day Mon 4/2/18	Mon 4/2/18 ES&S		ES&S		
26	Software Training Documentation	1 day Mon 4/2/18			ES&S		
	Training	2 days Tue 5/1/18					
28	Hardware Equipment Operations Training	-			LES&S/City		
			Tue 5/1/18 ES&S/City				
29	Software Training	1 day Wed 5/2/18			ES&S/City		
	Pre-Election Preparation	71 days Fri 6/29/18					
31	Designate Election Resources	1 day Fri 6/29/18				ES&S/City	
32	Provide Reporting Utility	1 day Mon 8/6/18	Mon 8/6/18 ES&S			ES&S	
33	Provide Tabulation Software Specifications	1 day Mon 7/9/18	Mon 7/9/18 ES&S			ES&S	
34	Import/Create Eware Database Ballots, and Audio	5 days Mon 9/10/18	Fri 9/14/18 ES&S				ES&S
35	Ballot Layout	5 days Mon 9/17/18	Fri 9/21/18 ES&S				ES&S
36	Proof/Certify Ballot Design + Audio	1 day Sat 9/22/18					LES&S
37	Send Ballot Layout Files to Print	1 day Wed 9/12/18					ES&S
38	Equipment Coding	2 days Thu 9/13/18					ES&S
39	Program USB Sticks and other Media	•					ES&S
40				-			ES&S
	Perform Logic and Accuracy Tests	2 days Mon 9/24/18					
41	Certify Logic and Accuracy Test Completion	1 day Wed 10/3/18					I ES&S
42	Deliver Printed Ballots for Mailing	1 day Wed 9/26/18					ES&S
43	Deliver Printed Ballots for Voting Days	1 day Thu 9/27/18					ES&S
	Election Dates	-	Mon 10/22/18				<b>—</b>
45	Advance Voting Support 1	1 day Sat 10/6/18	Sat 10/6/18 ES&S/City				ES&S/City
46	Advance Voting Support 2	2 days Wed 10/10/18	Thu 10/11/18 ES&S/City				ES&S/City
47	Election Day	1 day Sat 10/20/18	Sat 10/20/18 ES&S/City				ES&S/City
48	Site Support		Mon 10/22/18 ES&S				ES&S
	Post Election Closeout/Phase 2 Kick-of	29 days Thu 10/25/18					
50	Lessons Learned	-	Thu 10/25/18 ES&S/City				ES&S/City
51	Tabulator Removal	-	Sun 11/18/18 ES&S/City				ES&S/City
52				—			
52	Provide Evidence of Data Wipe	1 day Sat 12/1/18	Sat 12/1/18 ES&S				ES&S
52	Provide Evidence of Data Wipe	1 day Sat 12/1/18	Sat 12/1/18 ES&S				ES&S
	District of West Vancouver RF Task hu 3/30/17 Progress	Milestone 🔶 Summary 🛡	Rolled Up Task		External Tasks Project Summary	Group By Summary	ۍ ۲
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Township of Langley Project Plan

5 days Mon 1/8/1	Finish Resource Names		November 11 January 1
5 days Mon 1/8/1	8 Wed 12/5/18	3 12/24 1/14 2/4 2/25 3/18 4/8 4/29 5/20 6/10 7/1 7/22 8/12 9/2 9/23 10/14 11	/4   11/25   12/16   1/6   1/27
1 day Mon 1/8/1		ES&S/Township	•
1 day Mon 1/8/1		ES&S	
1 day Tue 1/9/1		FES8S	
1 day Thu 1/11/1		ES&S/Township	
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# Request for Applications No. PS20161793 Supply of Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services ORIGINAL

<u>Prepared for</u>: Jason Lo, Contracting Specialist Closing date and time: Tuesday, April 04, 2017 3pm PST

<u>Prepared by</u>: Jonh McKinstry, Regional Sales Manager Dominion Voting Systems Corp. 215 Spadina Avenue, Suite 200 Toronto, ON, M5T 2C7 Phone: 416-762-8683 x242 Fax: 416 762 8663 john.mckinstry@dominionvoting.com This page left intentionally blank

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

## Tab 1 – Executive Summary

Dominion Voting Systems Corp. ("Dominion") is pleased to submit this response to Request for Application No. PS20161793 – Supply of Optical Ballot Tabulators, Accessories, System and Support Services for the City of Vancouver and the Lower Mainland Municipalities.

This proposal provides a comprehensive overview of how our company can deliver an efficient, accurate, and effective state-of-the-art ballot tabulation system, as well as the accompanying support and services.

Dominion Voting Systems is a Canadian company, and as Canada's largest election system provider, we are the clear partner of choice for Canadian election officials. Dominion's systems have been proven in elections from coast to coast. Over 1,200 jurisdictions in North America use Dominion, including municipalities and provincial electoral authorities across British Columbia, Alberta, Manitoba, Ontario, New Brunswick, Newfoundland, and Yukon.

Dominion employs over 225 employees, dedicated to continued growth and product innovation, thus ensuring the long-term success of our customers. Dominion's corporate headquarters are located in Toronto, ON.

Dominion is proposing our Democracy Suite election automation platform, with its ImageCast Precinct poll tabulator, and ImageCast X tablet touchscreen voting terminal. The ImageCast Precinct is the most popular optical scan tabulator in the world, with over 100,000 units in service.

Dominion's project team includes some of our most experienced staff, who built their expertise in system implementation, project management and customer service through years of dedicated work for our customers. Our experienced BC-based project manager is ready to work with you to successfully implement your election system project, backed by the largest election system support team in Canada.

We strongly believe that quality customer service is a critical part of a successful election, and we are very proud of the reputation we have built over thousands of elections. Please contact me if you wish to discuss our proposed solution further, and how Dominion can assist you in your next election. Thank you.

Sincerely,

Im Moki

John McKinstry Regional Sales Manager Dominion Voting Systems 416.762.8683 ext. 242 john.mckinstry@dominionvoting.com



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

## Tab 2 – Signed Addenda



FINANCIAL SERVICES GROUP Supply Management

#### **REQUEST FOR APPLICATIONS NO. PS20161793**

#### SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 1

ISSUED ON MARCH 20, 2017

Re: Amendment to Answer number 7 ("A7") on Questions and Answers No. 1 issued on March 13, 2017:

**Currently Reads:** 

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot
	marking device audio". In order to provide the flat rate fee required for this line-
1	item in Annex 4, shat specific languages should we base our pricing on for this task?
Δ7	Punjabi Mandarin Tagalog, Vietnamese

Replace With:

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot marking device audio". In order to provide the flat rate fee required for this line- item in Annex 4, shat specific languages should we base our pricing on for this task?
A7	Punjabi, Mandarin, Tagalog, Vietnamese, and Cantonese.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: 3:00:00 pm Local Vancouver, BC Time on April 4, 2017.

Name of Applicant Signature of Authorized Signatory Date

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada tel: 604.873.7263 fax: 604.873.7057 website: vancouver, ca

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Page **5** of **267** 

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FINANCIAL SERVICES GROUP Supply Management

#### **REQUEST FOR APPLICATIONS NO. PS20161793**

SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 2

ISSUED ON MARCH 27, 2017

RE: AMENDMENT ON ENTIRE ANNEX 3 - PS20161793

REPLACE ENTIRE ANNEX 3 SPREADSHEET WITH THE LATEST VERSION.

This addendum must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: <u>3</u>:00:00 pm Local Vancouver, BC Time on April 4, 2017.

MUNION NAME OF APPLICAN SIGNATURE OF AUTHORIZED SIGNATORY DATE

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada *tel*: 604.873.7263 *fax*: 604.873.7057 *website*: vancouver.ca

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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# Tab 4 – Applicant Overview

Provide a description of the Applicant's company, purpose and history of successes. This section should also indicate whether the Applicant has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

### Company Profile

In today's election market, Dominion sets itself apart with a commitment to customer service and the use of superior technology to provide you with the best tools possible to meet your election needs. With our cutting-edge technology, Dominion is prepared to provide the City of Vancouver and the Lower Mainland Municipalities with the most reliable, transparent, secure, and accurate voting system available.

Dominion is a global leader in election technology with headquarters in Toronto, Ontario. As Canada's largest election system provider, Dominion has distinguished itself nationwide and worldwide while pursuing excellence in customer service. Over the course of thousands of election projects, Dominion has implemented a customer oriented, technical culture focused on achieving the highest levels of accuracy, reliability and transparency. We approach every election project with professionalism, leadership, foresight, and determination for success.

Incorporated in Toronto in January 2003, Dominion's human resource pool has grown to over 225 full time employees. Our team consists of seasoned election professionals and engineering experts, with the most diverse and proven experience conducting accurate and successful election projects with our customers.

### **Experience**

It is the combination of our people's talents and reliable technology that has grown our customer base to over 1,200 jurisdictions across North America. In Canada, we provide election systems for municipalities' nationwide, across 6 provinces and 1 territory.

At the provincial level, Dominion has deployed our system in partnership with Elections Ontario, Elections New Brunswick, and Elections Alberta. Dominion recently was awarded the Elections Ontario contract for the purchase of 6,000 ImageCast Precinct tabulators, for use in Ontario Provincial elections starting in 2018, and this large-scale project is underway, highlighting Dominion's position as Canada's preferred election system provider.

At the municipal level, Dominion works with municipalities across BC, Alberta, Manitoba, Ontario (where we have over 100 municipal clients), New Brunswick (where we assist Elections New Brunswick in running elections in over 100 municipalities), Newfoundland, and Yukon. Our larger municipalities include City of Ottawa ON, City of Winnipeg MB, City of Hamilton ON, etc. For further information please see section References of this RFA.

Dominion's success in Canada has allowed us to grow into new markets, making us one of the largest and most trusted providers of elections technology solutions in the world. Currently, 35%

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of voters in the United States cast their ballots using Dominion equipment. Our U.S. customers are spread across 33 states, including large state-wide contracts such as Colorado, Nevada, New Mexico, Louisiana, Alaska and Utah. As well Dominion provides technology for 19 of 21 counties in the State of New Jersey, 52 of the 58 counties in the State of New York, as well as large cities such as Chicago IL, San Francisco CA and Phoenix AZ.

Internationally, Dominion has deployed the proposed ImageCast Precinct optical scan tabulator in large scale territories such as in Mongolia, Puerto Rico, and the Philippines, giving us unique experience in large complex projects involving thousands of tabulators over wide geographic areas.

With our comprehensive experience in Canada and worldwide, we are keenly aware of the realities involved and what it takes to have a smooth deployment of an automated voting system. We will work as a partner to ensure your success.

Dominion does not currently have a City of Vancouver business license, but will happily get one upon award of contract.



# Tab 5 - A - Technical Services - Introduction

### Scope of Work

Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services

Local governments in British Columbia conduct elections every four (4) years. In the Lower Mainland and Fraser Valley regions of British Columbia, there are approximately 1,150,000 registered voters for local elections. The next local government elections are to take place in October 2018. Each local government election may include up to four (4) electoral races per Municipality (Mayor, Councillors, Park Commissioners and School Board Trustees), and may include one or more referenda-type questions, if applicable. Due to the disparity between each Municipality's official boundaries and that of the School Districts, a second smaller ballot with only the School Board Trustee race may be created for that portion of the School District that lies outside a Municipality limits.

Each of the City and the Other Interested Municipalities are looking for one or more contractors to provide turnkey solutions which include the provision of Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services for elections and possible by-elections during the term of an Agreement, the Municipalities.

There are two possible procurement options:

- 1. Contract for Services where Services include the provision of all equipment and support services; or,
- 2. Contract to purchase of equipment & support services as needed.

It is hoped that Applicants' proposals will include proposed uses of technological advances to improve voter access and enhance voters' experience wherever possible.

#### Note:

Where it is used in this part, the term "Municipalities" means all of the City and the Other Interested Municipalities together and the term "Municipality" means one of them.

Notwithstanding the use herein of the collective term, "Municipalities", the Municipalities, as is indicated elsewhere in this RFA, do not intend to contract collectively with any Applicant and each will carry out independently for itself its own applications evaluations and contract negotiations and formation processes pursuant to this RFA.

#### City Requirements

• Optical ballot tabulators, ballot boxes, on site printers and assistive devices in sufficient quantities for the implementation of the City of Vancouver's 2014 municipal election.

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- Technical support in implementing the technology solution proposed (including Logic & Accuracy Testing Support)
- Ballot Design and Production Services.
- Training for key Election Office staff and trainers
- Further information regarding the Requirements, including a schedule of detailed requirements, is contained in Annex 1 to the RFA.

Dominion confirms that it can meet of all the City's requirements described above. In addition, please find a detailed overview of how our proposed system meets all of the requirements laid out in Annex 1 of the RFA.

Dominion sets itself apart with a commitment to customer service and the use of superior technology to provide both the City of Vancouver and the Lower Mainland Municipalities ("City and Municipalities") the best tools possible to meet all election needs. We have carefully reviewed all requirements and implementation scope for both the City and Municipalities, and have prepared an end-to-end turnkey solution that will ensure success every step of the way.

Dominion's Democracy Suite is a comprehensive election management system that is designed to provide election officials with the flexibility they need as mandates, laws, expectations and requirements evolve. Democracy Suite features a full range of in-person voting solutions, including the world's most reliable optical scan tabulator, the ImageCast Precinct, and our newest addition, the ImageCast X Ballot Marking Device (BMD). Both inperson voting solutions proposed within this RFA feature options for accessible voting. For the City of Vancouver, Dominion is proposing the ImageCast X BMD and the ImageCast Precinct. For the Lower Mainland Municipalities, Dominion is proposing the ImageCast Precinct with optional Accessible Voting ballot marking capabilities. Further details about our product offering can be found under Tab 13 – Voting System Description, and Tab 9 – Pricing.

Additionally, Dominion offers optional modules that are fully integrated in Democracy Suite, which are designed to assist elections officials and streamline election processes. Dominion also offers a choice of ballot box options for the ImageCast Precinct.

### Products and services proposed for the City of Vancouver and Lower Mainland Municipalities

Democracy Suite was designed to provide all voters – regardless of ability – with a way to vote in a private and independent manner. One of the most exciting components of the proposed system for the City of Vancouver is the ImageCast X, a poll-based ballot marking device that includes fully integrated accessible voting functionality. Moreover, it is the most intuitive and largest touchscreen in the market, which will improve the voting experience for both election officials and constituents.

The ImageCast X BMD features the latest technological advances in voting technology and is proposed for use during advance voting only. .Moreover, The ImageCast X and ImageCast Precinct are designed to be "plug and play" making it very straight forward and quick to set up for poll workers. Voters who chose to participate in advance voting will have the option to hand



mark their ballot, or they can use the ImageCast X BMD to select their choices and print their ballot. All ballots marked on the ImageCast X are scanned in the voting location using the ImageCast Precinct tabulator. The ImageCast Precinct will scan all marked paper ballots, interpret voter marks on the paper ballot and safely store and tabulate each vote from all ballots.

In addition, for all the Municipalities on this RFA, Dominion is proposing its flagship poll-based tabulator, the ImageCast Precinct for use during advance voting and on Election Day. The ImageCast Precinct also has an optional integrated audio-based accessible voting Ballot Marking Device (BMD) component, if any Municipality wishes to deploy an audio accessible solution for voters with disabilities. The ImageCast Precinct tabulator, with its audio accessible voting BMD component, accommodates all voters on the same unit with the same paper ballot, and ensures the same experience for all voters regardless of ability.

The ImageCast Precinct is a robust, lightweight, and reliable optical scan tabulator. At only 14lbs, it is Dominion's most compact tabulator, with all the necessary features to meet the requirements from all the Municipalities. With the ImageCast Precinct tabulator, voters mark their paper ballot with a marking pen, and then approach the tabulator. A poll worker will insert the ballot into the tabulator in the presence of the voter. The ImageCast Precinct will allow the voter to correct their ballot, should it present any exceptions (blank ballot, overvoted ballot, etc.) prior to casting.

There are two methods to upload or transmit encrypted vote totals from the poll tabulators to the Elections Central Office after polls have closed on Election Day:

- 1) *Returning each tabulator to the Elections Office:* After the poll worker closes the polls on the ImageCast Precinct tabulator, the poll worker would bring the tabulator to the Elections Office. At the Elections Office, an authorized official will cut the tamper-proof seal and removed one of the memory cards from the tabulator. The memory cards store the encrypted vote totals. The official would then manually upload the results file from the memory card into the Dominion Results Tally and Reporting module.
- 2) Cellular Modem Transmission: The ImageCast Precinct tabulator can be equipped with an external cellular modem, to transmit results wirelessly over the cellular network. Transmission of results via modem is a very intuitive process, involving minimal input from a poll worker.
- 3) Results Transfer Manager (RTM): The RTM system would be installed on your Voter List laptop, located in each of your voting locations. The Voter List laptop would be connected to your Municipal server network, running over the Internet on a secure connection (e.g. VPN). Upon the Close of Polls, your poll supervisor would remove the memory card from the tabulator, and insert it into the card reader plugged into the Voter List laptop. The poll supervisor would then choose the upload command, and the encrypted results files would be transmitted from the memory card over the Internet to your Dominion Results Tally and Reporting (RTR) system on your server network in the



Elections Office. If you are not using a Voter List laptop, you can set up a laptop in the voting location specifically for using the RTM system. You may also choose to implement the RTM system only at specific distant voting locations, or implement RTM at specific hub locations around the Municipality.

Our experienced BC-based project manager is ready to work with you to successfully implement your election system project, backed by the largest Canadian election system support team in the industry. In the following section, Dominion has included information on our service team, who have unparalleled professional expertise in the Canadian elections industry. Furthermore, we have carefully studied and prepared a project implementation plan specific to your needs and requirements outlined in the RFA. Dominion welcomes the opportunity to work collaboratively with City and Municipal officials, and further refine timelines and tasks in this proposal.

### Upon closing of polls - Results Tally and Reporting

The EMS Results Tally and Reporting module is used on Election Night upon close of polls to accumulate results from tabulators and generate results reports. The application allows for the manual upload of the results from the ImageCast Precinct memory cards, or via cellular modem, or via the Results Transfer Manager (RTM) module.

The program automatically uploads the result files into the Results Tally module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the Result Tally module, the flow of results to the public and media can be controlled.

### Value added products for the City and Municipalities - Optional

#### Mobile Ballot Printing - Vote Anywhere

Fully integrated with Democracy Suite, the Mobile Ballot Printing module would allow the City of Vancouver and Municipalities to provide "Vote Anywhere" locations in a cost-effective and flexible way. The solution can be used in advance voting locations, vote-by-mail scenarios, or in Election Day locations. The system uses commercially available hardware, making it more cost-effective than larger proprietary solutions.

By deploying laptops and commercially-available laser printers in the voting locations, poll workers will be able to use the Mobile Ballot Printing system to quickly print any ballot face for the election. As voters are struck off the Voters List, their relevant ballot face as dictated on the Voters List can be immediately printed, and given to the voter. The user-friendly interface presents clear information about ballots available to print, and features audit reports to track how many times each ballot style has been printed.

#### Test Deck Generator

The creation of automated, comprehensive test decks can assist the City of Vancouver and Municipalities in conducting Logic & Accuracy testing. Using the Election Day database, a series



of pre-marked ballots are generated based on a computer algorithm designed to provide the highest assurance of system accuracy. When scanned, these ballot decks create known outcomes that can be compared with tabulated results.

The test decks provide verification of both the quality of the printed ballots as well as the correctness of each ImageCast Precinct vote tabulator's programming. The elimination of error due to mistakes in hand-marking provides a higher degree of confidence in the test results. The Automated Test Deck Generator module will help save time and resources for L&A without compromising accuracy.

#### **Results Transfer Module**

The RTM system would be installed on your Voter List laptop, located in each of your voting locations. The Voter List laptop would be connected to your Municipal server network, running over the Internet on a secure connection (e.g. VPN). Upon the Close of Polls, your poll supervisor would remove the memory card from the tabulator, and insert it into the card reader plugged into the Voter List laptop. The poll supervisor would then choose the upload command, and the encrypted results files would be transmitted from the memory card over the Internet to your Dominion Results Tally and Reporting (RTR) system on your server network in the Elections Office. If you are not using a Voter List laptop, you can set up a laptop in the voting location specifically for using the RTM system. You may also choose to implement the RTM system only at specific distant voting locations, or implement RTM at specific hub locations around the Municipality.

The Results Transfer Module provides an alternate secure result upload option to direct modem transmission from all voting locations.

#### **Election Night Reporting**

Dominion offers enhanced Election Night Reporting, a tool that creates an Internet-based realtime graphical display of results, which provides an attractive and dynamic focus on election night. Our cross-platform (mobile-friendly) results display based in HTML5 is our standard and most popular configuration. The report display runs in real-time on the Internet, updating as results are released from the Results Tally and Reporting module by officials. It can be projected on public display screens, fed to local television stations, and displayed on the electoral body's website. Dominion has different report layouts available, and can configure the display with the Municipality's logo and colours.



### **Ballot Box Options**

#### **Coroplast Plastic Ballot Box**

The Dominion Coroplast Plastic Ballot Box features a unique and innovative design that offers a cost effective option for the City of Vancouver and Municipalities as well as maintaining security and durability. A rigid, sturdy blow-molded plastic top allows ImageCast Precinct to be locked directly on top of the Coroplast plastic ballot box. Tougher than corrugated fiberboard, and lighter than solid extruded plastic, the Coroplast plastic ballot box is waterproof (weather and stain resistant), lightweight, and compact. The Coroplast ballot box feature three compartments and has the same capacity as our cardboard ballot box (following page).



ImageCast Precinct on the Coroplast Ballot Box.



Coroplast ballot box ready for transport.

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#### **Cardboard Ballot Box**

Dominion designed our cost-efficient cardboard ballot box to meet the requirements of our

Canadian customers. It is sturdy, durable, laminated, and made of double-walled corrugate cardboard. It can be re-used in multiple events, or can be environmentally recycled.

The ballot box is a sealed unit that ensures ballots are safely stored once they are cast, to prevent tampering during the election. The ballot box has been specifically designed to fit the ImageCast Precinct tabulator. The ballot box is lightweight, easy to assemble and easy to carry. The cardboard ballot box comes in 2 sizes: large floor model (which can hold up to 3,000 standard sized paper ballots), and small table-top model (which can hold up to 1,500 standard sized ballots).

The ballot box folds down into a flat configuration, for shipping or storage. Assembly instructions are printed on the box,



The ImageCast Precinct tabulator on top of the large cardboard ballot box

with numbered steps, and Dominion also provides an assembly video and printed quick reference guides for poll workers.

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## Tab 5 - B - Key Deliverables

Please note the following timeline provides approximate dates for the provision of goods and services; all of which are subject to the confirmation of the statutory calendar by the provincial government (early 2018).Please refer to Annex 3 (Services Deliverables) for further details.

In the event that a Municipality is required to run a by-election in 2017, the Municipality would run a smaller election project with two (2) advance voting days and approximately 10-60 voting locations on Election Day (date to be confirmed). The Municipality would require approximately 10-70 optical ballot tabulators and related accessories and services. The following provides a high-level timeline; these dates would be confirmed by each Municipality in 2017.

Please refer to Annex 3 Microsoft Excel Spreadsheet for further details.

Dominion has carefully reviewed all attached documentation, including Annex 3 (services Deliverables – revised version), and has prepared a Project Plan for both the City of Vancouver and the Lower Mainland Municipalities, following the high-level timelines provided and the Service Deliverables provided in the RFA. The draft Project Plans can be found under Tab 5 – D – Services, section D.3 Project Management.



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# Tab 5 - C - Scope of Work

## <u>C.1 Personnel</u>

There are four roles the Municipalities are requesting from the Contractor. Applicants should submit summary resumes for all proposed resources highlighting relevant experience and two (2) references for each person

Dominion has assigned its key Staff for the roles the City of Vancouver and the Lower Mainland Municipalities are requesting. An Account Manager who will be the single point of contact for escalations and communications, an accredited Project Manager who will be responsible for managing the end-to-end project cycle, as well as qualified and experienced technical staff available to provide support during the election cycle, and an expert trainer responsible for providing training and materials. Dominion has provided summary resumes of all proposed Staff and information about project responsibilities under Tab 6 - Key Personnel, as well as two references per staff member under Tab 7 – References.

The Contractor must provide their process of security clearance for the Contractor's employees or subcontractors. Contractors may be asked to provide criminal background checks of Contractor's employees or subcontractors, as requested by the Municipality. Municipalities reserve the right to refuse any Applicant personnel and request that alternative personnel be provided by the Applicant within two weeks of Municipality's request.

Dominion has provided its process of security clearance for Employees, Temporary Staff and Independent Contractors in detail under RFA Attachments – Attachment A – Supporting Documents, 1. Dominion Voting Systems Background Check Policy.

## C.2 Equipment

C2.0 The Municipalities require **optical ballot tabulators** that:

• Function for a defined period of time without external power support

Each ImageCast Precinct unit comes equipped with an internal Lithium Ion rechargeable battery that provides 2 hours of normal operation in the event of a power interruption, as per the U.S. Federal Government EAC VVSG 2005 standards.

#### • Have their own unique locking key that cannot be duplicated

ImageCast Precinct tabulator utilizes hardware-based security tokens (iButton security keys), as well as password, to restrict access to machine functions. All keys are programmed by Dominion's staff, are unique to each tabulator and cannot be duplicated. These password paired hardware tokens contain data encryption information used in the voting process (encryption and signing keys). Without a valid security token, and paired access password, the administrative functions of election tabulators are effectively locked.



#### • Allow the Municipality to identify which users have used which keys on which machine

The Democracy Suite system can program each i-button key with a unique code tied to a poll worker and/or tabulator. Each ImageCast Precinct audit log will reflect each action by defined user. In addition, each key can be programmed for use on only 1 tabulator, or can be programmed to operate on multiple tabulators.

• Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering (Applicant to provide their process for ensuring data redundancy on each machine).

Results files and other data are stored on 2 Compact Flash memory cards within each tabulator, for redundancy, as per U.S. Federal EAC VVSG 2005 regulations. Data is store on memory cards in non-volatile format, and as such, data storage is not reliant on electrical power.

The ImageCast Precinct logs all activity on the voting equipment, including: when turned on/off, any errors, power failure, power restoration, when an error occurred and when an error was resolved. Every action, event, and operation that occurs on an ImageCast Precinct optical scanner is permanently logged to an audit log file that exists on both Compact Flash memory cards. This file is encrypted and digitally signed to protect its identity. In addition, every event and operation that occurs on the Democracy Suite EMS system is kept on the election project audit within the EMS Database. This file is also signed and encrypted.

During the post-election period, the automated audit log of each tabulator is uploaded into the EMS Results Tally & Reporting application from the Compact Flash memory cards to create an amalgamated record. This tabulator Audit trail file will include:

- System start up messages (recorded by Application Loader)
- System self-diagnostic messages (module initializations, security verifications)
- All administrator operations (messages include ""security key ID name"")
- All ballots cast, rejected and diverted
- All voter notifications (undervotes, overvotes, etc.)
- All system errors (paper jams, power failures, hardware failures, data errors, etc.)
- Source and disposition of system interrupts resulting in entry into exception handling routines
- All messages generated by exception handlers
- Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing
- Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors. For more information please see section System Security Overview under Tab 13 – Voting System Description.
- Allows for wireless transmission of results (optional price separately if available)

The ImageCast Precinct tabulators can be deployed with remote transmission options to transfer encrypted results files from the polling location to the Elections HQ. Most recently,



Dominion has been using GSM, GPRS and POTS with 56K V92 technologies which, in the case of other Canadian jurisdictions, have the greatest speed and network coverage. The external cellular modem unit plugs into the USB port on the tabulator, and transmits the encrypted results file over the cellular network to the ImageCast Listener server, which is then automatically retrieved by the Results Tally system located at the Elections HQ. The cellular modem method is the easiest and most efficient approach for results transmission.

Transmission of results via modem is a very intuitive process, involving minimal input from a poll worker. After the polls have been closed, the poll worker has the option to select "Results Transfer" from the Administrative menu. The results transfer settings, which contain poll-specific network data pre-configured, will appear. To upload the results, the poll worker presses "Start" within the Results Transfer option.

The modem must be plugged into the unit in order to begin results transmission. The intuitive user interface on the tabulator informs the poll worker of the status of the upload and when it is completed.

All results transmissions from the ImageCast Precinct tabulators using wireless modems are performed with the ImageCast Listener system at the receiving end. The ImageCast Listener uses a proprietary, SSL encrypted TCP/IP protocol to secure communication between the tabulators and the ImageCast Listener server, verifying the completeness of the results package and sending a confirmation message back to the sender unit. The content of the transmission (the results files) are encrypted using the FIPS-compliant AES algorithms and signed with a SHA-256 hash. The ImageCast Listener system uses a dedicated server to receive transmissions, and is separated from the EMS network by a dedicated firewall appliance, ensuring that the EMS server is never directly exposed to the public Internet. EMS server and ImageCast Precinct tabulators are not connected to the Internet, to ensure security.

#### • Produce paper copies of integrity tests and ballot tabulations

A number of diagnostic tests of all the major system components can be performed from the Administrative menu on the ImageCast Precinct, and reports can be generated from those tests before the opening of the polls and while polls are open:

Simple Diagnostics Test Report: The basic test will confirm that each of the subsystems are receiving power and can communicate with the main processor. Once the Simple diagnostic test is selected, the system will automatically run through each component in succession, and will show the test status of that component onscreen (i.e. whether it passed, failed, was not found, etc.). When testing of all the components is complete, the screen will ask the operator to choose the preferred Diagnostic Report Type (i.e. Print the report on the thermal printer, Display the report on the LCD screen, or Cancel to print no report). If the operator chooses to generate a report, a summary of the diagnostics test will appear, displaying each component tested and whether it passed, failed, was not found, etc.



- Individual Diagnostics Test Report: This allows the operator to test individual subsystems, one at a time. Once the Individual diagnostic test has been selected, buttons will appear on the LCD screen for the various relevant components. The operator will choose the component of interest. The system will test it, and report the status of the component (i.e. passed, failed, not found, etc.) on the LCD screen. When finished testing individual components, the operator will press the "Done" button.
- Complete Diagnostics Test Report: This thorough set of diagnostics tests confirms the correct operation of each of the subsystems of the ImageCast tabulator. This test is an interactive test that requires confirmation input. Once the Complete diagnostic test is selected, the system automatically runs through each component in succession, and will show the test status of that component onscreen (i.e. whether it passed, failed, was not found, etc.).

The tabulator will produce a Zero Tape upon initial boot-up in an election event, a Status Tape in cases of operational interruption due to powering down in an election event, and a Results Tape upon close of polls. Each tape shows relevant information for that particular incident.

• Will be delivered and removed (if leased) by the vendor

All ImageCast Precinct Tabulators will be delivered to the City and Municipalities at an agreed time before the voting period. After the election, the municipality will return the equipment to the municipal warehouse, repack the equipment for pickup, and Dominion will retrieve and remove the equipment.

#### • Are easily transported in a secure and environmentally protected manner

The weight of the ImageCast Precinct tabulator unit with battery is 14 pounds, which is very light-weight. The unit comes in its reusable sturdy cardboard carrying case, which has handles. The unit is encased in plastic and affixed in place with Styrofoam holders inside the carrying case.

• Are shipped with all cables and accessories necessary for operation

The ImageCast Precinct will be delivered with all its ancillary equipment and it will be ready for use.

• Produce testing reports by serial number

All reports tapes printed by the tabulator include unit serial number, for verification. The Results Tally and Reporting module tracks serial number information by tabulator, for audit reporting purposes.

• Can be recalled and regenerated for the purposes of conducting a recount if and when necessary

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Page **26** of **267** City of Vancouver - FOI 2018-573 - Page 207 of 865 The optical scan Tabulators results can be regenerated for the purposes of conducting a recount as required. The proposed Dominion ImageCast Precinct tabulator has been subject to recounts in the past, and all recounts were successful, whereby the original vote count provided by the system on election night was upheld by the recount.

While using the paper ballot and Optical Scan Vote Tabulation System, recounts can be conducted in several ways:

#### **Optical Scan Vote Tabulation System and Election Memory Cards**

This option requires the clearing of all results from the programmed election memory cards within the Optical Scan Vote Tabulation System. It is important that the results from this Optical Scan Vote Tabulation System be produced BEFORE clearing the memory cards. Once results have been tallied and a copy has been saved for the jurisdictions records, the Optical Scan Vote Tabulation System memory cards would be cleared of all results.

This action would replicate the beginning of the election event, where results are zero, and voting has yet to take place. Ballots would then be inserted into the Optical Scan Vote Tabulation System until all ballots from the polling location or voting period, Advanced voting versus Elections Day voting, have been tabulated. This process would be repeated for all the polling locations with the disputed contest results. The polls would then be closed and the recounted results would be compared to the results from Advanced or Election Day voting.

#### **Optical Scan Vote Tabulation System with NEW Election Memory Cards**

In this re-count scenario, the Advanced or Election Day memory cards, after being closed and producing the election results, would be removed from the Optical Scan Vote Tabulation System and stored in a secure location by the jurisdiction.

New election memory cards would be programmed with the same election database and polling location or voting period information and inserted into the Optical Scan Vote Tabulation System. Ballots would then be inserted and scanned by the Optical Scan Vote Tabulation System until all ballots from the polling location or voting period have been tabulated. This process would be repeated for all the polling locations with the disputed contest results. The polls would then be closed and the re-counted results would be compared to the results from Advanced or Election Day voting.

#### Hand Recount

This re-count scenario would not require the Optical Scan Vote Tabulation System. All ballots from the Advanced or Election Day voting periods would be gathered and tallied by hand by a committee appointed by the jurisdiction. The hand tallied results would then be compared to the results tallied by the Optical Scan Vote Tabulators(s).

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### Review of AuditMark on Tabulator Scanned Ballot Images

The AuditMark is a patented Dominion technology, where the ballot image is affixed with the system's interpretation of the votes on that ballot in a readable text form. Many municipalities have used this feature to avoid potential recount situations, by inviting the candidate or party who has disputed the results to review ballot images (with their affixed AuditMark). Ballot images are projected on a screen for the audience to review one at a time. The ballots with AuditMark are reviewed by the audience to determine how the tabulator interpreted the ballot. Administrators find it a great comfort when reviewing ballot images during recounts and every image is accompanied by this clear, digital, human-readable AuditMark record.

• Are an up-to-date model of the tabulator

The City and Municipalities will receive the ImageCast Precinct tabulator, our most current model, and the most widely used optical scan tabulator in the world.

• Ensure no more than one ballot is fed through and read at a time

The ImageCast Precinct tabulator features an ultrasonic multi-feed detector that prevents the device from accepting more than one ballot at a time.

• Can read a two-sided ballot

The system is capable of scanning one-sided ballots, two-sided ballots, and multiple page ballots.

• Can accept a variety of ballot sizes (provide all standard ballot sizes accepted)

The ImageCast Precinct allows for various ballot sizes and can process a one, two, three, or four column, single or double-sided ballot, portrait or landscape. Ballot width for the ImageCast Precinct is fixed at 8.5" wide. Standard ballot lengths for the ImageCast Precinct are 11", 14", 17", 20", and 22". The number of voting positions available depends on the ballot style and length of the ballot.

• Can read a ballot quickly, with no change in speed as memory is consumed

The ImageCast Precinct processes each ballot quickly and efficiently. A standard ballot can be processed in less than 10 seconds. The tabulator processes all ballots at the same speed, regardless of how many ballots have been processed up to that time. In other words, the tabulator will process the first ballot and the last ballot in an election event at the same speed, without change in speed

• Meet all requirements as per section 6 of the Vancouver Election Bylaw 9070

The system will perform to its specifications, and upon review of Bylaw 9070, Dominion does not see any issue where the system's specifications would not perform the requirements of Bylaw 9070 (based on Dominion's interpretation of the requirements of the bylaw). Regarding Section 6.20, Section 6.24, and Section 6.30 of "Voting Procedures as per Municipality Bylaw No.9070c", the Dominion ImageCast Precinct tabulator will reject any ballot that fails any one of



the numerous logic tests performed by the tabulator on the ballot upon ballot insertion. If a logic test fails, thereby indicating the ballot has been damaged and/or is unreadable, or is not a valid ballot, the tabulator will not allow a user override to process that ballot through the tabulator and into the ballot box. Instead, the tabulator will reject this unreadable ballot, and not allow it to be processed through the tabulator, to ensure the integrity of the election.

#### C2.1 The Municipalities require **ballot boxes** that:

• Ensure the security of contents (must be tightly sealed)

The cardboard ballot box is durable, laminated, and made of double-walled corrugate cardboard. The Coroplast plastic ballot box is made of study blow-molded plastic and Coroplast corrugate. The ballot box fully secures its contents, so that ballots are not accessible to unauthorized personnel. The box can be further sealed with election tape, and/or tamper-evident seals. The tabulator sits atop the ballot box, and fits into the ballot box design, to ensure a secure ballot path into the box via the tabulator.

• Ensure contents cannot be tampered with

The cardboard ballot box is made of strong double-walled corrugate cardboard, and when assembled, the box prevents access to its inner compartments. The Coroplast plastic ballot box is made of study blow-molded plastic and Coroplast corrugate. The ballot boxes can be further sealed with election tape, and/or tamper-evident seals. The tabulator sits atop the ballot box, and fits into the ballot box design, to ensure a secure ballot path into the box via the tabulator.

• Ensure contents are not visible from exterior (opaque)

The cardboard ballot box is made of solid double-walled corrugate, and therefore fully prevents its contents from being visible from outside the box. The Coroplast plastic ballot box is made of study blow-molded plastic and Coroplast corrugate, and also is opaque.

• Are configured to seamlessly fit tabulator and accessories

The cardboard ballot box and the Coroplast ballot box have been specifically designed to fit the ImageCast Precinct tabulator. The tabulator sits on a platform atop the ballot box, so that the exit slot of the tabulator fits into the input opening of the ballot box. This provides a seamless and secure ballot path into the ballot box, via the tabulator input and exit slot.

• Are transportable, lightweight and easy to carry

The ballot box is made of cardboard, which is a lightweight yet strong material. The ballot boxes can be flattened for shipment and storage. Given their cardboard and lightweight construction, flattened boxes can be easily stacked, for efficient warehousing. Assembly is simple, whereby numbered flaps on the box are folded and inserted as required. Assembly instructions are printed on the box, with numbered steps, and Dominion also provides an assembly video and printed quick reference guides for poll workers. In both flattened mode, and assembled mode,



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the box can be easily picked up and carried. The Coroplast plastic ballot box is also lightweight and easy to carry. It also is stored in a flattened state, and can be quickly and easily assembled.

• Are durable enough to withstand exposure to damp weather (rain or snow) and rough handling (during delivery)

The cardboard ballot box is strong, durable, laminated, and made of double-walled corrugate cardboard. The box is resistant to damp weather and strong enough to endure rough handling. The Coroplast plastic ballot box is weather resistant, and sturdy, to handle rough handling in delivery.

• Will be delivered and removed (if leased) by the vendor

The required ballot boxes will be delivered to the City and Municipalities at an agreed time before the voting period. After the election, the municipalities will return the ballot boxes to the municipal warehouse, repack the boxes for pickup, and Dominion will retrieve and remove the boxes. If using our cardboard ballot box, the Municipalities may choose to store the cardboard ballot boxes at their warehouse for reuse in the 2022 election.

• Has an auxiliary compartment for storage of un-read ballots in the event the ballot tabulator was to stop functioning

The ballot box features an auxiliary compartment, for use if the tabulator becomes inoperable during voting. In this situation, voters will deposit their ballots into the auxiliary compartment, and these ballots will be later scanned and processed once the tabulator becomes operational again.

• Are able to be re-used or recycled

Dominion designed our cost-efficient cardboard ballot box to meet the requirements of our Canadian customers. It is durable, laminated, and made of double-walled corrugate cardboard. It can be re-used in multiple events, or can be environmentally recycled. The Coroplast plastic ballot box can be re-used.

• Can hold up to 3,000 ballots

The large cardboard ballot box, and the Coroplast plastic ballot box, can hold 3,000 standard sized ballots.

#### C2.2 The Municipalities may require voting booths that:

- Provide ballot marking instructions designed and printed in the inside (instructions to be provided by the municipality)
- Ensure privacy from the exterior (opaque)
- Are transportable, lightweight and easy to carry

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- Are durable enough to withstand exposure to damp weather (rain or snow) and rough handling (during delivery)
- Are able to be re-used or recycled
- Are simple and easy to setup
- Stand upright without extra supports required
- Fit four voting booths back to back on a standard 72 in. L x 30 in. W event table

Dominion will not supply voting booths, as this is a generic election supply not related to election automation systems. Please contact an election supplies company such as Municipal World for this item, since they will be able to provide a lower price for this non-automation product.

C2.3 The Municipalities may require secrecy sleeves that:

- Are lightweight yet sturdy, allowing for multiple uses
- Completely enclose the full ballot
- Ensure privacy from the exterior (opaque)
- Allow for easy submission of the ballot by voters into the ballot tabulator while maintaining the security and privacy of the ballot
- Optional: Provide ballot tabulator insertion instructions designed and printed on the outside of the sleeve (instructions to be provided by the municipality or Contractor)

Dominion provides cardboard secrecy sleeves, compatible with ballots up to 14 inches, which come with standard instructional text. Dominion would be open to discussion about custom text to be printed on the folders, but this custom printing may involve additional cost. Dominion provides different sizes of the secrecy sleeve, including sizes for 11" ballots, and for 14" ballots. The secrecy sleeve allows voters to maintain the privacy of their marked ballot while in the voting location.

When voters mark their ballot, they will insert the marked ballot into the provided secrecy sleeve. Once the ballot is concealed in the sleeve, the voter will approach the tabulator and hand the secrecy sleeve containing the marked ballot to the poll worker manning the machine. The poll worker will use the secrecy sleeve to feed the ballot into the ballot input slot on the front of the tabulator, in the presence of the voter. The tabulator will pull the ballot from the sleeve, scan and process the ballot, and drop the ballot into the ballot box. The ballot is never exposed in this process, which ensures voter confidentiality. It is advised that the poll worker holds the secrecy sleeve in position in the input slot, to receive the ballot back into the sleeve if the ballot is returned from the tabulator for any reason.

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*C2.4 The Municipalities are looking into the use of* **Touch-Screen ballot marking devices** *at all of their Advance Voting locations (1 to 6 per location – Applicant to provide per item cost).These assistive devices should:* 

• Allow voters to feed a paper ballot into the machine to be marked and then printed to be deposited into the ballot tabulator at the voting place

The ImageCast X is a touchscreen ballot marking device that allows the voter to mark their selections on the touchscreen and print a paper ballot, which is then cast on the ballot tabulator in the voting place. The voter does not need to feed a paper ballot into the machine to be marked, as all voter ballots are printed on blank 8.5" x 11" non-proprietary paper stored in the paper tray of the printer. Since the paper stock is non-thermal, blank and non-proprietary, any unused paper can be saved and re-used by the Municipality.

When a voter checks in to vote, the poll worker will verify the voter's credentials and program an activation card using the smart card writer/reader. The activation card is used to activate a voting session on the ImageCast X and to present the voter with their correct ballot style. The voter will insert their activation card to activate the voting session on the ImageCast X. The voter navigates through their voting session using the touchscreen and marks their selections. At the end of the ballot, the voter reviews their selections, and confirms they are ready to print their ballot. The system prints a ballot showing a summary of the ballot selections made by the voter, along with a digitally signed barcode that the ImageCast X voting terminal.

Once the voter has reviewed their printed ballot, they are ready to scan their ballot on the ImageCast Precinct tabulator. In addition to traditional paper ballots marked by hand, the ImageCast Precinct tabulator is also designed to read and tabulate paper ballots printed from the ImageCast X, and cast the ballot directly into the ballot box.

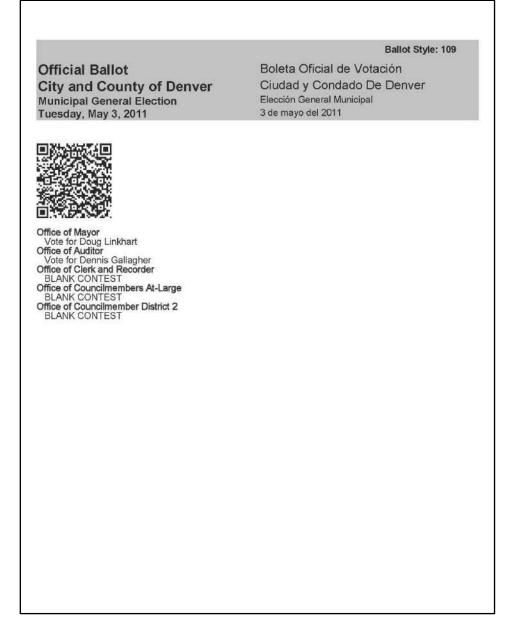
Here is a sample of an ImageCast X printed ballot:

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• Be simple and easy to use by voters to mark their ballot

The ImageCast X features a 21" touchscreen interface that is easy to use by voters to mark their ballot, with intuitive screen prompts and a simple layout. The system provides a number of options for voters to customize their voting experience, including the ability to change the text size or contrast of the display, and toggle between available languages during the voting session.

The voter will insert their activation card to activate the voting session on the ImageCast X, and if available, the voter will be prompted to choose their preferred language for their voting session. The voter will automatically be presented with the first contest on the ballot. The voter



can navigate the ballot contest-by-contest, or at any time, the voter can skip ahead to a different contest by using the contest stripe at the top of the touchscreen. To mark a selection, the voter touches the box with the candidate's name, and a checkmark will appear next to the candidate that has been selected. To change or cancel the selection, the voter touches the candidate again to deselect it, and make another selection.

At any time, the voter can select the Review button to view a summary of their selections on their ballot. The ballot review will show all of the contests on the ballot, and give warning messages if there are any issues with the ballot, such as an undervote or blank contest. If the voter wishes to modify a contest, they simply touch that contest from the review screen and they will be taken directly to that contest page so that they can update their selection(s).

Once the voter has reviewed their ballot and has confirmed they are ready to print, the ImageCast X can print a paper ballot which contains a written summary of the voter's choices, as well as a 2D barcode that is read by the ImageCast Precinct.

#### • Ensure the secrecy of the voter's vote

Depending on the Municipality's preference, there are different options to set up the ImageCast X in the voting location to preserve voter privacy during vote selection and ballot marking, whether it is on a table with a privacy screen, or in a private area in the voting location.

The voter marks their ballot privately and independently on the ImageCast X, and when satisfied, the voter prints their ballot. Once the voter has printed their ballot, the unit returns to ready state, and no voter can see how the previous voter marked their ballot on the device. Every voter configurable option is also automatically reset to its default value with the initiation of each new voting session.

At the Municipality's option, Dominion can provide ballot secrecy sleeves, which allow voters to maintain the privacy of their marked ballot while in the voting location. When voters retrieve their printed ballot from the ImageCast X, they will insert the marked ballot into the provided secrecy sleeve and approach the vote tabulator for processing. The ballot is never exposed in this process, which ensures voter confidentiality.

Additionally, voters listening to an audio-only voting session can disable the display for additional privacy. Electors with language challenges are able to mark their ballot in secrecy while receiving instructions in their native language with the assistance of audio headphones.

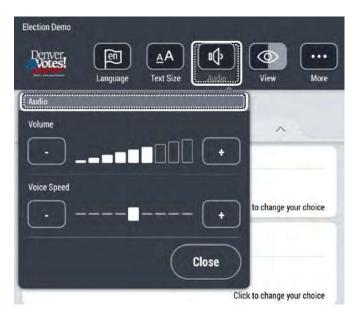
#### • Provide access for persons with various mobility or visual impairments

Designed as a voting solution for all, the ImageCast X also offers several options for voters with accessibility needs, including mobility or visual impairments, to vote in a private and independent manner.

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The ImageCast X can present the ballot in audio only, visual only, or both audio and visual modes, depending on personal preference. In addition to the touchscreen functionality, the ImageCast X is compatible with a range of accessibility devices that voters can use to navigate through the ballot and make their selections. Voters with visual impairments have the option to navigate their ballot with a hand-held controller called the Audio Tactile Interface (ATI), which also makes it possible to connect other auxiliary devices, such as a sip and puff device, or paddle device. Voters can adjust the rate and volume of their audio ballot, as well as the text size and contrast of the display, or mask the display entirely for added privacy. Every voter configurable option is automatically reset to its default value with the initiation of each new



Voters can adjust the rate and volume of their audio ballot.

voting session.

Voters are able to review, verify and correct their selections prior to printing their ballot, by audio and/or visual means. Voters are warned if they have missed, or undervoted a contest, and have the opportunity to go back and correct their selections. Once the ballot is printed, the voter scans their ballot on the ImageCast Precinct, the same as all other voters.

The ImageCast X features the latest technological advances in accessible voting technology, providing more options for voters with accessibility needs to vote privately and independently.

### • Provide multi-language ballot translation (audio and/or visual)(provide list of all standard languages provided)

The ImageCast X can support multiple languages for on-screen ballot instruction, audio instruction, as well as for the printed ballot. The voter will be prompted at the start of the voting session to choose their preferred language from the available languages. During the voting session, the voter can toggle between the available languages at any time by selecting the "Language" button at the top of the screen. The printed ballot will be in the language last chosen by the voter for their voting session.

As per the requirements of this RFA, the ImageCast X will support the following languages:

- English
- Mandarin
- Cantonese
- Punjabi
- Tagalog

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• Vietnamese

Other languages are available if the Municipality is interested.

• Function for a defined period of time without external power support

The ImageCast X and Ballot Marking printer is deployed with back-up UPS system, to allow for continued operation in the event of power loss. It has been tested to meet the U.S. Federal Government EAC Voluntary Voting System Guidelines (VVSG 2005), and can provide a minimum of two hours of operational time without external power.

• Have the same security standards as those applied to the ballot tabulators

The ImageCast X Ballot Marking Device follows the same security standards as those applied to the ImageCast Precinct ballot tabulators, and has been tested to meet the security standards required by the U.S. Federal Government EAC 2005 VVSG. Some of these security features include:

- Access to any external ports are secured with an appropriate locking mechanism (i.e. tamper-evident seals).
- The ImageCast X requires two-factor authentication to start up the unit and open it for ballot marking. The poll worker requires the poll worker activation card as well as a password in order to activate the unit.
- ImageCast X election files and audit logs are digitally signed and encrypted to protect their integrity.
- Ensure ballots cast and associated information on each machine will not be lost due to machine failure or tampering

The ImageCast X does not store any ballot cast information. All ballots are cast on the ImageCast Precinct tabulator, whether marked by hand or marked on the ImageCast X Ballot Marking Device. The ImageCast Precinct tabulator ensures that all ballots cast and associated information on each machine will not be lost due to machine failure or tampering.

The ImageCast Precinct tabulator stores ballot cast information on dual removable non-volatile compact flash memory cards. Since data is stored in non-volatile format, the storing of data is not dependent on electrical power, and therefore this data is secure in the absence of electrical power. The administrative memory card holds a copy of the election results and audit log from the primary card. The files stored on these cards allow for recovery from external conditions that may cause the equipment to become inoperable. The Compact Flash cards are located behind locked access covers, protecting against unauthorized access to these components on all ImageCast tabulator units. Each cover is secured with an appropriate locking mechanism (small padlocks or hasp-type tamper-evident seals) and ensures tamper resistance and full security for compact flash cards with the tabulator from the time of initial testing through Election Day.

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Every action, event, and operation that occurs on the ImageCast Precinct tabulators is permanently logged to an audit log file that exists on both memory cards. All audit logs are digitally signed. If there is tampering of the audit data or logs, this is detected by the operating unit. The unit reports "Election file mismatch" and will not operate since modifying the audit files can only indicate malicious usage.

All election files and results files are protected by the deployment of FIPS-approved symmetric AES and asymmetric RSA encryption. SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.

If a voter's voting session on the ImageCast X is interrupted before they are able to print their ballot, the voter can still mark their ballot using their voter activation card on another unit, or mark their ballot by hand.

• Be lightweight

At only 20lbs, the ImageCast X touchscreen was designed to be a portable voting device, with a handle at the back for easy lifting and maneuvering by the poll worker. The accompanying compact laser printer is also lightweight, at 8.58 kg (18.92 lb).

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• Be easily transportable in a secure manner that ensures protection from environmental hazards (i.e., rain, snow, etc.)

The ImageCast X and accompanying Ballot Marking Device printer are provided with packaging for storage and transportation. Each ImageCast X is delivered in its cardboard shipping/storage cases, with handles at the side for easy lifting. The cardboard case is made of study corrugate, designed to be resistant to external kinetic and climatic hazards. The case comes with foam inserts to provide vibration and impact protection. Inside the box, the ImageCast X is stored in a re-sealable antistatic plastic bag to prevent static charge accumulation, and resistance against dampness. These cases can be used during all handling operations, including shipping to and from the voting station. The case can withstand impact, shock, vibration loads associated with surface/air transportation, and stacking loads associated with storage. The COTS printer included in the Ballot Marking Device is delivered in a similar cardboard case, which can be used for shipping and storage, including industry-standard internal packaging to secure the unit and protect against kinetic and climatic hazards.

• Will include all necessary accessories

The ImageCast X Ballot Marking Device includes all necessary components and accessories needed to run the system. One complete unit includes:

- 21.5" Avalue tablet
- HP M402DNE printer
- Voter Activation Smart Card
- 6' printer cable
- 4GB flash drive
- Accessibility kit (Audio Tactile Interface, cable, headphones) (for a subset quantity of units)
- Produce testing reports by serial number

Zero and results reports for Logic and Accuracy testing can be produced on the ImageCast Precinct tabulator and these reports include the tabulator's serial number information.

Ballots produced on the ImageCast X Ballot Marking Device are scanned and tabulated on the ImageCast Precinct tabulator. The ImageCast X Ballot Marking Device does not store any votes or voting information, so it does not produce testing reports (other than test ballots for Logic and Accuracy testing). The serial number of the ImageCast X Ballot Marking Device can be accessed through the Technician menu.

• Will be delivered and removed by the vendor, if leased

Dominion will arrange to deliver and remove the units from the Municipality, as part of the leasing service.



The Applicant should include all costs related to translating the Municipalities ballot marking instructions, both in audio and written format, into other languages such as Mandarin, Cantonese and Punjabi in their proposal.

Dominion has included the costs for providing Asian languages capability on the ImageCast X, in the pricing section.

C2.5 On-site Printers for on-demand ballot printing may be used in the Election Office to produce ballots for purposes of Special Voting Opportunities, or to print ballots in Voting Places on Advance and/or General Voting Days. The Municipalities envision printers that:

• Produce on-demand ballots that looks the same as professionally printed ballots

The Mobile Ballot Printing option includes a high quality ballot printer that prints on-demand ballots that look the same as professionally printed ballots. Ballots printed on the OKI Data C331dn laser printer have been tested and meet the quality standard in order to be properly processed on the ImageCast Precinct tabulator. The OKI Data C331dn laser combines multi-level LED printheads and microfine toner for precise toner placement; deep, saturated colors; and fine detail, resulting in high quality ballots.

• Print ballots quickly and easily

The Dominion Mobile Ballot Printing module allows the election officials to print ballots quickly and easily. The module features a user-friendly, simple interface which presents information about ballots available to print clearly and simply. All ballots and ballot information are stored in the Mobile Ballot Printing Module, where the user can access all ballots for a particular election. Clicking on the ballot will bring up the PDF preview, and the ballot can be printed from within the Mobile Ballot Printing interface. The accompanying OKI Data C331dn laser printer prints ballots quickly.

• Integrate with each Municipality's existing technology or leased technology (e.g., laptops); provide minimum operating requirements for associated software

The Mobile Ballot Printing module can be installed on a standard laptop, with minimal configuration. Municipal staff will install the module on their laptops, following Dominion's written instructions.

• Are easy to integrate into each voting place and to use by Election Office staff

The Mobile Ballot Printing system is easy to integrate into each voting place and to use by Election Office staff. Usually, the application is installed on the Voter List laptop, allowing the poll worker to easily move between the Voter List application and the Mobile Ballot Printing application, for efficient ballot on demand printing. The user-friendly interface presents clear information about ballots available to print, and features audit reports to track how many times each ballot style has been printed.



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The system uses commercially available hardware consisting of a laptop and OKI Data printer, making it compact and easy to set up. The Mobile Ballot Printing module eliminates the need to organize and store additional ballots in the polling location, making it easier for poll workers and helping the Municipality to save on additional printing and storage costs.

#### • Are environmentally friendly

The Mobile Ballot Printing system is environmentally friendly, and will help the Municipality generate less paper waste by saving on the additional printing and storage associated with having to provide multiple ballot styles to every "Vote Anywhere" location. The Mobile Ballot Printing system eliminates the need for stacks of different ballot styles in the voting location and no worry about estimating the correct number of ballots to print before the election.

Additionally, Dominion has sourced a commercially available off-the-shelf ballot printer that includes built-in green features and is ENERGY STAR compliant, which means it has certified superior energy efficiency without compromising features or functionality. The OKI Data C331dn printer is designed to cut energy consumption up to 50% when idle. The printer comes automatically configured to go into "sleep mode" after a certain amount of time being idle, thus reducing energy consumption. The printer will automatically come out of sleep mode when a print job is sent. The OKI Data C331dn printer also features an automatic ECO Mode, which optimizes the print time for small jobs, using less energy. The system can print duplex ballots, saving on paper. The system uses individual toner cartridges, so that when one color runs out, only that toner needs to be replaced, resulting in less waste and disposable material.

Dominion also recommends that ballots be printed on recycled paper. Dominion sources ballot printer from a supplier that uses 50% and 100% post-consumer fiber to manufacture its commercial papers and uses renewable and local biogas energy that is produced from the decomposition of waste buried in landfills. Dominion ballot paper:

- Contains 50 % FSC certified post-consumer and 50 % virgin fiber
- Certified EcoLogo and FSC Mixed Sources
- Manufactured using biogas energy
- 100% recycled content and unbleached paper options available
  - Print double-sided

The solution is capable of printing double-sided.

• Include all necessary ink

The Mobile Ballot Printing solution will be delivered complete with toner – the system does not use ink.

• Will be delivered and removed by the vendor, if leased

Dominion will deliver and remove the Mobile Ballot Printing System, under our leasing contract.

• Are operable in remote voting locations

With the Dominion Mobile Ballot Printing module, election officials can easily print ballots at the central office, at the polling place, or other remote locations. The system uses commercially available hardware consisting of a laptop and OKI Data printer, making it compact, portable, and easy to set up. The system stores all ballots and ballot information, allowing the user to access all ballots for a particular election from any location.

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### Tab 5 - D - Services

#### D.1 Tabulation, Reports and Results:

On election night, the Municipalities provide intermittent updates of unofficial election results until the proclamation of final unofficial results later the same evening. Official results are proclaimed after the General Voting Day on a date specified by the statutory calendar.

The Municipalities are looking for a service that enables each Municipality to quickly collect election results and post these results on municipal websites, distribute it to the media, as well as, post, where applicable, to municipalities' open data webpage during election night and after the election, if applicable.

Due to the high volume of voters at certain voting places, some Municipalities may require two ballot tabulators to be used at a single location.

The Applicant's election results application should:

Tabulate results automatically; results output to be acceptable to the Chief Election Official and meets requirements to publish data for purposes of unofficial results, official results and open data programs

The EMS Results Tally and Reporting (EMS RTR) module is used on election night upon close of polls to accumulate results from tabulators and generate results reports. The program automatically uploads the result files into the RTR module, and consolidated results are validated, tabulated, and published. Once the vote data is uploaded into the result tally module, the results can be released incrementally by the Municipality to the public and media.

The Democracy Suite EMS Results Tally & Reporting module generates standard results reports using SQL Server Reporting Services. Report titles can be customized to indicate unofficial results or official results. RTR allows election officials to review the results before releasing them, and the system provides a number of reporting methods, including but not limited to Summary and Poll-level (Statement of Votes Cast) result reports. These reports can be exported in multiple widely used data formats including .xls, .pdf, .xml, .mhtml, .csv, .doc, .tif. and txt.

Election results can be exported in JSON format for use with Dominion's Election Night Reporting online display of results. News media can either import the JSON file into their own display program, or use the Dominion graphical display report for broadcast. In addition, the application can import customized XSLT transformations, thus allowing election results to be presented in any format such as Microsoft Excel Format (.xls) and Comma Separated Value (.csv). W3C defines a language that transforms JSON files into more readable formats, such as clear text files, HTML, XHTML, other XML formats, SVGPDF, etc. Any number of XSLT transformations can be defined. When an XSLT transformation is created, it is automatically attached to all transfer points set within the system. This means that, in addition to the JSON



results file, the system will create other output file formats defined by the XSLT transformations.

### Tabulate results as they come in, in real-time, either wirelessly or through memory stick using a manual process to load into the system

The Democracy Suite system supports wireless modem and manual reading of tabulator memory devices as transmission options for reporting unofficial results on Election Night, and tabulates and consolidates results as they come in from the tabulators.

### Tabulate results as they come in, in real-time, either wirelessly or through memory stick using a manual process to load into the system

The Democracy Suite system supports wireless modem and manual reading of tabulator memory devices as transmission options for reporting unofficial results on Election Night, and tabulates and consolidates results as they come in from the tabulators.

# Allow for two ballot tabulating machines to be programmed, where required, to produce results for one Voting Place so that a single location can be reported out on. Applicant to describe the mechanism through which they'd fulfill this requirement.

In Democracy Suite EMS, more than one tabulator can be programmed for a single voting location. Results reporting can be performed by individual tabulator, or by voting location. The Democracy Suite system will allow for two vote tabulators to be programmed for one voting place where required, and report the results from a single location. The Democracy Suite Results Tally and Reporting module can produce reports showing the total number of polling locations, the number of polling locations completely reported, and the number of polling locations partially reported. In the report generation section of the application, the user can produce a number of different reports that allow filtering by polling location, tabulator and counting group. Reports can be further customized to include a number of statistics including: Times Cast, Undervotes, Overvotes, Total Votes, Counting Group breakdown, Write-ins, Percentage by ballots cast or by votes cast, sorting of candidates by global order or by votes received. Report titles can be modified to indicate unofficial or official results. Report profiles can be saved, loaded and exported between election projects.

### Provide the ability to have a direct feed to all of the data collected by the ballot counters via a REST API so that Municipalities could create whatever visualizations are required from the data

The Internet-based graphical display is completely automated and runs behind the scenes, taking a direct feed of results from the Results Tally and Reporting module, which is consolidating results from all the ballot tabulators in the field. Once election officials have released a set of results, JSON files are created from Results Tally and Reporting and automatically transferred to a local FTP directory (or via an external memory device), and the graphical display is automatically updated.

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Election results can be exported in JSON format for use with Dominion's Election Night Reporting online display of results. News media can either import the JSON file into their own display program, or use the Dominion graphical display report for broadcast. The Results Tally & Reporting module exports results data in XML by default. In addition, the Results Tally and Reporting module can import customized XSLT transformations, thus allowing election results to be presented in any format such as Microsoft Excel Format (.xls) and Comma Separated Value (.csv). W3C defines a language that transforms XML JSON files into more readable formats, such as clear text files, HTML, XHTML, other XML formats, SVGPDF, etc. Any number of XSLT transformations can be defined. When an XSLT transformation is created, it is automatically attached to all transfer points set within the system. This means that, in addition to the XML JSON results file, the system will create other output file formats defined by the XSLT transformations.

#### Provide professional-looking online results that are easy to read and understand

The Dominion Election Night Reporting module is a professional looking online results display that is easy to read and understand, and provides an attractive and dynamic way to present results on Election Night.

#### Be customizable to meet each Municipality online branding, font or design requirements

The Election Night Reporting online results display can be customizable to meet each Municipality's online branding. Dominion has different report templates available, and can configure the display with each Municipality's logo and colours.

#### Must be mobile-friendly (conform to various screen size)

The Election Night Reporting display features a responsive design that conforms to various screen sizes, and works across different platforms, including mobile phones, tablets and laptops.

Allows for results to be produced and displayed in a variety of formats, some of which include:

- XLS
- CSV
- Bar chart(s)
- List of results by race, number of votes, voting location, local area (as defined by each Municipality), political party and candidate name
- All results should be sortable in the online application by race, number of votes, voting location, political party, local area and candidate name



The Results Tally & Reporting module of the Democracy Suite EMS platform produces reports in a variety of formats, including exports in XML, CSV, XLS, PDF, MHTML, TIFF and MS Word. Bar charts can be generated from the Excel reports.

Results Tally & Reporting uses SQL Server Reporting Services to produce the following standard reports: Election Summary Reporting, Statement of Votes Cast (SOVC), and Cards Cast Report. These three reports allow filtering by contest, polling location, tabulator and counting group. Election Summary and Statement of Votes Cast reports can be customized to include a number of statistics including: Times Cast, Undervotes, Overvotes, Total Votes, Counting Group breakdown, Percentage by ballots cast or by votes cast, sorting of candidates by global order or by votes received. Report titles can be modified to indicate unofficial or canvass results. Report profiles can be saved, loaded and exported between election projects.

The Election Night Reporting online display of results allows the user to click on the race of interest to them, and see the results for that specific race. The display can be configured to show candidates in global order or by votes received (with the candidates with the most votes at the top).

#### Automatically refresh every 30 seconds with a manual refresh option if required.

The Internet-based graphical display is completely automated and runs behind the scenes, and can be set to refresh every 12 seconds with a manual refresh option if required. Once election officials have released a set of results, JSON files are created and transferred to a local FTP directory (or via an external memory device), and the graphical display is automatically updated.

### Allow for automatic tabulation of results in a proportional voting system, should one be implemented

The Democracy Suite system supports the automatic tabulation of results in a proportional voting system, should one be implemented. Dominion has included sample Ranked Choice Voting reports under RFA Attachments - Attachment C – Reports.

### Any web interfaces that are part of the solution should be fully responsive and hosted on web infrastructure that is scalable to handle fluctuations in web traffic

The Election Night Reporting display features a responsive design that conforms to various screen sizes, and works across different platforms, including mobile phones, tablets and laptops. The web infrastructure is scalable to handle fluctuations in web traffic. The display will be installed on the Municipality's web-server by Municipality IT staff, following Dominion's written instructions.

The Applicant will be responsible for designing the final results report to precisely match each Municipality's 2014 election results data set as attached in **Annex 5**.

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Results data contained in Annex 5 is available through reports in our Results Tally Module, but Dominion's reporting structure will not exactly reflect the pre-existing report layout provided in Annex 5.

The Applicant will also provide anonymous individual ballot data in a XLS and CSV format that includes data on vote markings per ballot. The data set will include anonymous ballot markings by candidate name, voting date, voting location, political party name, and local areas. The municipalities will provide the template for the report.

In regard to providing anonymous individual ballot data in a XLS and CSV format, as stated in Section B, Subsection D1:

- Dominion's system provides a standardized CVR export in CSV file format, containing ballot level data.
- Dominion's system exports much of the data requested, except the system does not export certain data due to privacy concerns (such as Voting Date/Time). Certain data such as Voting Date/Time could allow ballot detail to be traced back to a voter.
- Dominion's system is certified to the U.S. Federal Election Assistance Commission (EAC) VVSG 2005 standards, and EAC certification is a requirement on this RFP (Part B, Subsection F). Modifications to data export functionality, including data which may jeopardize privacy, may not be viable without deviation from the EAC standards.
- This proposal includes provision of our current standardized ballot level export, with its current data. Dominion is willing to discuss options for additional data, but any changes to our standard data export is outside the scope of the pricing on this proposal.
- Please review the section on Dominion's unique and patented AuditMark feature, for details on our ballot image and ballot-level audit trail, which may provide the Municipality with the ballot level auditing data they require.
- The Democracy Suite Results Tally and Reporting module can produce a report in CSV format that includes anonymous Cast Vote Record (CVR) ballot data which includes data on vote markings per ballot. The Cast Vote Record report can be used for auditing purposes.

### The Ballot Tabulators should provide comprehensive error reports, which will provide details on any errors/over votes in ballots fed through the machine and the number of noted errors per machine.

The ImageCast Precinct ballot tabulators provide comprehensive audit logs, which will provide any details on errors, including overvotes, in ballots fed through the machine. If there are any error conditions detected on the voter's ballot, the voter will be notified on the ImageCast Precinct's LCD display, and depending on the scenario, may be prompted to cast or return their ballot. Every action, event, and operation that occurs on an ImageCast tabulator will be permanently logged to the audit log file that exists on both memory cards.

The tabulator audit log file includes:

- System start up messages (recorded by Application Loader)
- System self-diagnostic messages (module initializations, security verifications)

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- All administrator operations (messages include "security key ID name")
- All ballots cast, rejected and diverted
- All voter notifications (undervotes, overvotes, etc.)
- All system errors (paper jams, power failures, hardware failures, data errors, etc.)
- Source and disposition of system interrupts resulting in entry into exception handling routines
- All messages generated by exception handlers
- Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing
- Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors

### The Applicant, in their submission, should include samples of their online application, results data, and anonymous balloting data in Excel format.

Dominion has included samples of the Election Night Reporting online results display in the electronic submission of the response, under RFA Attachments – Attachment F – Sample Results Display. Dominion has also included sample results reports and sample Cast Vote Record report (which includes anonymous balloting data) in the electronic submission of this response under RFA Attachments – Attachment C – Sample Reports.



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#### D.2 Technical Support

The Municipalities are looking for a technical support model to ensure that risks and issues are anticipated, adequately mitigated and, where issues arise, that they are appropriately tracked and resolved in a timely manner. The Municipalities will be looking for support in the areas of:

• Onsite technical support during Advance Voting Days (October 10-18, 2018), Special Voting Opportunities (dates TBD) and General Voting Day (October 20, 2018); onsite resources will be identified to each Municipality no later than July 1, 2018 for vetting and acceptance by each Municipality

Dominion has reviewed and acknowledges the support model required by the City and/or Municipality. Dominion is fully compliant with the technical support requested and has provided a draft project plans and accompanying narratives that describe the support plan in detail. These can be found under Tab 5 - D - D.3 Project Management.

### On-Site Technical Support during Advance Voting Period and Special Voting Opportunities:

Duration: Dominion has included the City and/or Municipality's Advance Voting Period in the Project Plan within the timeframe of October 10th, 2018 to October 18th, 2018.

Support: An on-site support representative will be provided based on the contractual request for the Advance Vote period. Dominion's on-site support will be responsible for troubleshooting and answering any questions related to the City and/or Municipality's equipment. If on-site support is not required, Dominion will provide telephone and email support for the City and/or Municipality's during the entire Advance Voting Period.

Advance Voting Period for Vote Tabulator Solution - During the Advance Voting Period, it is the responsibility of the City and/or Municipality's Staff to deploy the poll tabulators, consumables, and ballots to the required polling locations. Poll Workers will not produce results on Advance Poll tabulators until Election Night. Once Advance Voting is complete, it is the responsibility of the City and/or Municipality's Staff to pick up all equipment from the polling locations.

Resources: Dominion will provide on-site resource contact information to key City and/or Municipality staff by July 1st 2018.

#### On-Site Technical Support during General Voting Day (October 20, 2018)

Duration: The Duration of Election day will be 1 day from polls open to polls close (time of polls open and close polls to be provided by the City and/or Municipality).

On-Site Support: Dominion provides a dedicated on-site technical support representative for the City and/or Municipality's Election Day from polls open to polls close, located at the City and/or

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Municipality's central location. Dominion's on-site support representative is responsible for providing technical support related to the City and/or Municipality's equipment. Dominion's on-site support will be equipped with a vehicle and a mobile phone ensuring that they are accessible to all Election Officials.

Election Night - On Election Night, poll workers will close polls and produce results tapes for Advance Poll memory cards and Election Day memory cards. The City and/or Municipality is responsible for ensuring there is a process for poll workers to pack-up equipment, ballot box with cast ballots and the election memory cards and seals. The City and/or Municipality is responsible for transferring the election memory cards and keys to the central location where results reports can be generated.

Once the election memory cards arrive to the City and/or Municipality's central location, Dominion's on-site support representative will provide assistance to the City and/or Municipality's Staff for loading election results. Advance Vote tabulator results files and Election Day tabulator results files are uploaded and integrated into the Results Tally and Reporting System. Dominion's Support Representative will assist with generating the City and/or Municipality's Unofficial Results Reports. Once the results report is created, Election Results are exported to the City and/or Municipality's Results Display (if required). Once, the City and/or Municipality's results have been loaded and all the City and/or Municipality s Staff's questions have been answered, Dominion's on-site support will be released of their on-site duties.

Resources: Dominion will provide on-site resource contact information to key City and/or Municipality staff by July 1st 2018.

• Offsite technical support during the above noted periods

#### Offsite technical support during the above noted periods

**Project Manager:** The City and/or Municipality will have direct contact to Dominion's Project Manager through the life of the project. This includes non-voting days and active voting days. It is the Project Manager's and City and/or Municipality Staff's responsibility to exchange direct contact information for any offsite technical support.

**Dominion's Product Specialist Lead:** If required, Dominion's Project Manager can coordinate conference calls with key City and/or Municipality Staff and Dominion's Product Specialist for technical support. It is the responsibility of the Project Manager to lead the arrangement of the calls.

**Dominion Programming Specialist:** If required, Dominion's Project Manager can coordinate conference calls with key City and/or Municipality Staff and Dominion's Programming Specialist for technical support. It is the responsibility of the Project Manager to lead the arrangement of the calls.

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Help Desk: In the instance an on-site technical support is not provided to the City and/or Municipality, Dominion will provide help desk Support.

#### Help Desk Support:

- Dominion provides a toll-free number for support during active voting periods: 1-886-654-8683 (VOTE).
- Timeframe availability: Help Desk support is available during regular business hours (Mon-Fri, 8am – 5pm) and 6am – midnight on Election Day. In addition, Dominion's Project Manager will have their company cell phone for after-hours support.
- Dominion uses an automated ticket-tracking system. The target resolution time serves as a trigger point for escalation of the problem. The following table characterizes types, severity, and response times.

Phase	Initial Response	Estimation Response	Subsequent Responses	Target Resolution Time
Election Day	Immediate	30 Minutes	30 Minutes	1 Hour
Ballot Programming	Immediate	1 Hour	Every 2 Hours	4 Hours
Pre-Election Period	Immediate	6 Hours	Each Calendar Day	1 Business Day
Non-Election Period*	Immediate	Next Business Day	Each Business Day	As Agreed

• Project management support from March to November 2018, including management of project plan and regular project status update meetings with the Municipality (frequency to be determined by the Municipality)and documentation submission (project status update reports)

#### Project management support from March to November 2018

Dominion's Project Manager will be available to the City and/or Municipality Staff and the Project Team throughout the life of the project. It is the responsibility of Dominion's Project Manager to ensure that the Municipality has the most up to date contact information. The Project Manager will be in constant communication with key Municipal Staff through the life of the project (initiation phase to closing phase). The Project Manager will handle all planning material, issue resolution, day to day tasks and delegation of required action items for the duration of the project. A communication plan will be created during the kickoff meeting in collaboration with the Municipality. The communication plan will address contact information of required personnel, arrangement of onsite and offsite meetings, weekly status update schedule, and election event support schedule. The project manager will provide an initial project plan to discuss with the project team during the kickoff meeting. It is the responsibility of the Project Manager to provide the City and/or Municipality with an updated project plan following the



Kickoff meeting. The Project Manager will manage the project plan on a regular basis throughout the life of the project.

#### • Established and documented incident tracking and escalation procedures

#### Established and documented incident tracking and escalation procedures

**Help Desk:** Dominion will provide Help Desk support if the City and/or Municipality does have an on-site technical support.

**Help Desk Communication:** During Election Day, an automated issue tracker is set up for the Dominion Voting Help Desk, to assist Dominion's On-site during active voting days. During an Election Event, the system provides online help desk and ticketing, 24 hours a day, 7 days a week. Ticket histories are archived and consolidated, so that Dominion can follow through past conversations effectively. New tickets are automatically assigned to support personnel in order to reduce response times. The help desk can be reached by phone or email. Email submissions are automated. For Technical Support calls, a live agent will answer the call to provide support. For each request, a ticket is created. Tickets are documented and assigned immediately to helpdesk agents who can respond or fulfill the request.

**Ticket-Based Task Tracking:** Internal work items in Dominion are tracked, using a specialized automated issue and project tracking software. This system supports issue tracking, project tracking and reports and analysis, through workflows customized by Dominion. By assigning tickets to key tasks, the project manager, project supervisor, and project director have continuous visibility on the progress of achieving these tasks.

**Escalation Procedure:** The Dominion Project Manager (PM) will follow a well-defined and proven PEP process, as depicted at a high level in the diagram below (Problem Escalation Procedure), and further details in this section. Please see below for a flowchart that describes Dominion's, Problem Escalation Procedure. The Escalation Procedure is further described in the Service Level Agreement attachment, which can be found under RFA Attachments – Attachment A – Supporting Documents.

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The proposed process has the following key steps:

**Problem Identification** – Municipal Staff identifies a problem, or Dominion proactively identifies a Dominion problem.

**Problem Analysis** – The Dominion Project Manager will describe, document, and log the problem in Dominion's automated ticket tracking system. The Dominion Project Manager will notify appropriate Municipal /Dominion staff of the severity and risk of the problem.

**Problem Mitigation Plan (PMP)** –The Dominion Project Manager will lead a team to identify the root cause of a problem, determine/document mitigation approach, and identify the management point of contact for approval of the PMP.

**Mitigation Execution** – The Project Team will execute the approved PMP and track resolution. The Dominion Project Manager will monitor the problem on a daily or weekly basis during mitigation execution.

**Problem Escalation Process** – The Dominion Project Manager will escalate a problem, based on the issue circumstances or at the Project Manager's discretion.

Since problems do not always occur during normal business hours, key stakeholders will be provided with emergency contact information, which will allow our team to be reached outside of business hours (e.g. evenings, weekends, holidays, etc.), and on an emergency basis.

**Problem Close-Out** – The Dominion Project Manager will document problem, resolution, and lessons learned. The Dominion Project Manager will also close out the item in the problem and risk logs.

• Configuration and programming of tabulators

#### **Configuration and Programming of Tabulators and Ballot Marking Devices**

Dominion's Programming Specialist is responsible for configuring and programming the required details City and/or Municipality Staff have requested.

Tabulators and Ballot Marking Devices Configuration Form:

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It is the responsibility of the Project Manger to provide City and/or Municipality Staff with a Tabulators and Ballot Marking Devices Configuration Form during Phase 1 after the completion of the Kickoff meeting.

The City and/or Municipality are responsible for submitting their Tabulator and Ballot Marking Devices Configuration form within the 23 days provided from March 29th, 2018 to April 30th, 2018. Tabulator Configuration would have been discussed by both parties during the Kickoff Meeting. Although the 23 days has been allocated to include buffer time, the City and/or Municipality should be able to complete this form, within 30 days of completing the Kickoff Meeting. Dominion's Project Manager will be available for any discussion required for configuration.

The Tabulators and Ballot Marking Devices Configuration Form outlines the requirements settings for the City and/or Municipality Tabulator Solution. With Dominion's guidance, the City and/or Municipality Staff are required to provide the following:

- Set warning messages for Overvote, Undervote, Blank and Ambiguous Ballots.
- Zero and Results tape quantity is by default set to 2. The City and/or Municipality is responsible for providing Dominion with the required number of tapes to be printed by default.
- Finally, the City and/or Municipality is responsible for informing Dominion of an 8 digit password for Opening Polls and a 6 digit password for re-zeroing the election files.

#### Election Event Database Form:

It is the responsibility of the Project Manger to provide City and/or Municipality Staff with the Election Database Form during Phase 1 after the completion of the Kickoff meeting.

This form provides Dominion's Programming Specialist a preliminary database to create a sample ballot for the City and/or Municipality. Once Dominion's Programming Specialist has configured the City and/or Municipality's election with the City and/or Municipality's branding, polling locations, tabulator names, and applicable subdivisions, the City and/or Municipality's first initial ballot draft is produced.

Dominion's Project Manager and Programming Specialist will be available for any discussion required for the completion of the Election Database form.

#### **Programming:**

Ballot Programming

Upon Close of Nominations, the City and/or Municipality's Staff will provide Dominion with the full candidate list and audio recording (if required) of the candidate names.



Dominion's programming team will input the final election data into the Election Management System, and create a ballot PDF for each respective Ballot Style. Dominion will then update the election files. During the Close of Nominations period, Dominion's Project Manager will provide the City and/or Municipality's Ballot PDFs and Dominion's audio recording of candidate names for review and approval. It is the City and/or Municipality's responsibility to ensure all candidate names are accurately spelled on the ballots and pronounced correctly in the audio files. If there are any changes to the candidate names on either the ballots or audio recording, the City and/or Municipality must provide feedback on upon receipt of the files. (Removal of any candidate names can take place until the withdrawal deadline.)

On Tuesday, September 18th, 2018 (withdrawal deadline), the City and/or Municipality is expected to provide Dominion with an updated and finalized candidate list (if applicable).

If required, Dominion will apply the changes and send the ballot PDFs and audio recordings to the City and/or Municipality for approval. When the City and/or Municipality are satisfied that the ballots are correct, they initial each ballot and sign off for accuracy. It is the responsibility of the City and/or Municipality to provide Dominion's Project Manager Notification to move to the next level: Ballot Printing and Memory Card Programming.

Upon receiving approval of the final ballot PDF files, Dominion's Election Programming team will complete programming and shipment of all memory cards, security keys and Results Tally and Reporting (RTR) Laptop.

• Memory Cards, Security Keys and RTR Programming:

The City and/or Municipality's memory cards and security keys are programmed under the supervision of Dominion's Programming Specialist. The Programming team will run an initial test on the election memory cards and keys to ensure accuracy of the election database. Once the initial test has been passed, Dominion's Warehouse Specialist will package and arrange shipment of the City and/or Municipality's election memory cards, security keys and RTR Laptop. It is the responsibility of the City and/or Municipality's staff to notify Dominion's Project Manager that the shipment has been successfully received.

Duration: Dominion will require 8 days to program, test and deliver the City and/or Municipality's memory cards, security keys and RTR Laptop. The allocated time period is from September 18th, 2018 to September 27th, 2018.

<u>Results Display</u>

Once the City and/or Municipality have received the RTR Laptop, the City and/or Municipality can proceed with their Results Display Configuration (if required).

Dominion's Project Manager is responsible for providing the City and/or Municipality Staff with Configuration Instructions. Once the instructions have been sent, it is the responsibility of the City and/or Municipality's Staff to notify Dominion's Project Manager that the instructions have been understood and will move forward with the configuration. If required, Dominion's Project



Manager or Dominion's Technical Staff can provide telephone assistance to the City and/or Municipality's IT staff member with the City and/or Municipality results display configuration. If assistance is required, the City and/or Municipality's Staff is responsible for contacting Dominions Project Manager to set a time and date for assistance with their results display configuration.

Duration: The complete results display configuration should take approximately 1 hour.

• Logic & Accuracy Testing as outlined by the Municipality's bylaw, where applicable

## Logic & Accuracy testing as outlined by the Municipality's bylaw, where applicable

Dominion has reviewed and understands the Municipality's bylaw and ensures that the Logic and Accuracy testing guide applies the bylaw where applicable.

The sixth phase in the project lifecycle is Logic and Accuracy Testing.

The objective of Logic and Accuracy Testing is to ensure the functionality of the Vote Tabulator Solution and Accessibility Components with the ICX.

**Duration:** Dominion has included Logic and Accuracy Testing in the Project Plan within the timeframe of October 1st, 2018 to October 5th, 2018 (to be completed any time within these 5 days). The length of time it will take for the City and/or Municipality to complete Logic and Accuracy Testing is also dependent on the number of personnel that the City and/or Municipality assigns to complete Logic and Accuracy testing. Logic and Accuracy Testing can be completed in a 5-day time frame if the City and/or Municipality designates approximately 10 City and/or Municipality staff people to complete Logic and Accuracy Testing.

**Support:** If required, Dominion can provide on-site support for Logic and Accuracy Testing. On-Site support will consist of overseeing the City and/or Municipality's Staff conduct Logic and Accuracy Testing. Dominion's on-site support representative will be responsible for answering any questions related to the City's Tabulator Solution. The City and/or Municipality's Staff is responsible for conducting and completing logic and accuracy testing on the tabulator and accessibility components. If on-site support is not required, Dominion will provide telephone and email support for the City and/or Municipality during the entire Logic and Accuracy Testing phase.

The Logic and Accuracy Testing Phase is divided into 2 parts:

- 1. Vote Tabulator Solution Testing Tasks Include:
  - Stage tabulators and ICX units with components
  - Prepare Logic and Accuracy Test Statement Form
  - Create hand-marked test deck

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- Create accessible test deck using ICX
- Scan all test decks, close polls, print results tape
- Compare against expected results (test statement form)
- 2. Results Tally and Reporting (RTR) Testing Tasks Include:
  - Import election result files from tabulator memory cards into RTR Laptop
  - Produce test results report from (RTR) Laptop
  - Export test results to the City and/or Municipality's Website
  - Compare test results against expected results (test statement form)

Once Logic and Accuracy testing is complete, the City and/or Municipality is responsible for finalizing logic and accuracy test results by sending Dominion's Project Manager a notice of final acceptance of the solution. Dominion will move forward with accepting a certificate of completion.

• Full documentation of issues and resolutions

Please see the Incident Tracking procedures above.

- Service Level Agreement(s) for the services included in their proposal, including provisions for:
  - *Pre-Election Services:*
  - Project manager response times and contact info
  - Issue escalation process, response times and contact info
  - Hardware maintenance response process and timeline provide
- Municipality dependencies
- Voting Day Services (SVO, Mail, Advance and Election Day voting)
  - Call acknowledgement times
  - Open ticket response times
  - Hardware maintenance response process and timeline guaranteed service up-time
  - On-site support

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#### • Off-site support

#### Service Level Agreement

Dominion has reviewed and acknowledges all of the requirements listed under the Service Level Agreement(s). A detailed response to the Service Level Agreement(s) can be found as an attachment under RFA Attachments – Attachment A – Supporting Documents.

#### D.3 Project Management

The Municipalities require that each Municipality have a dedicated Project Manager that is responsible for ensuring all service deliverables are met.

The Applicant will provide a project manager who will:

- Create and manage a detailed project plan, including all key deliverables, timelines and resources assigned
- Provide project status update reports to Municipality staff; the frequency to be determined by each Municipality
- Participate as part of bi-weekly (to begin) then weekly project status update meetings
- Create agendas for each meeting and distribute in advance of the meeting to participants
- Take meeting minutes and distribute minutes to meeting participants, including action items, within 2 business days of the meeting

Each municipality will have an assigned Project Manager that will be responsible for ensuring all service deliverables are met. Dominion's Project Manager will be available to the Municipal Staff and the Project Team throughout the life of the project. It is the responsibility of Dominion's Project Manager to ensure that the Municipality has the most updated contact information. The Project Manager's response times will be immediate and will be in constant communication with key City and/or Municipality Staff throughout the life of the project (initiation phase to closing phase). Project Manager will handle all planning material, issue resolution, day to day tasks and delegation of required action items for the duration of the project. A communication plan will be created during the kickoff meeting in collaboration with the Municipality. The communication plan will include contact information of required personnel, arrangement of onsite and offsite meetings, weekly status update schedule, and election event support schedule. The project manager will have an initial project plan to discuss with the project team during the kickoff meeting. It is the responsibility of the Project Manager to provide the City and/or Municipality with an updated project plan following the Kickoff meeting. The project manager will manage the project plan on a regular basis throughout the life of the project. All scheduled meetings will have an Agenda distributed to the attendees by the project manager prior to the meeting. The



Project Manager is responsible for providing a follow up email that includes meeting minutes, action items, and if required an updated project plan.

As part of this proposal, Dominion has included a draft Project Plan for the City of Vancouver and draft Project Plan for the Lower Mainland Municipalities, as well as accompanying narrative descriptions of the project implementation. The project plans and narratives describe in detail the tasks and activities required in each phase for Dominion and City and/or Municipality. Please note, these are draft project plans, and the final plans will be subject to discussion and finalization with each Municipality. Dominion has also included these project plans in the original Microsoft Project file format, in the electronic submission of the response under RFA Attachments – Attachment G – Project Plans.

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City of	Vancou	ver					
ID	Tas Mo	(Task Name c	Duration	Start	Finish	Resource Names	Prede
	0						
1	77	CITY OF VANCOUVER - TABULATOR IMPLEMENTATION					
2		Contract				a financia de la companya de la comp	
3		Notification of Award				Vancouver	
4	17	Signed Agreement				Dominion/Vancouver	3
5	. *	PHASE 1 - PROJECT INITIATION	30 days	Mon 1/1/18	Fri 2/9/18		
6	17	Kick off Meeting	30 days	Mon 1/1/18	Fri 2/9/18	Dominion/Vancouver	4
7	1 2	Review Dominion's Phase Document	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
8	12	Define Project Status Update Schedule	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
9	1.7	Define Communication Methods - Email, Telephone, Pre-Defined Meetings	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
10	17	Review Key Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	4
11	1 *	Establish Training Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
12	1 +	Establish Logic and Accuracy Testing Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
13	17	Establish Key Dates for Hardware Delivery Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
14	1 1	Review Consumables - Quantities and Delivery Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
15	1 1	Confirm Ballot Delivery Date	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
16	1 *	Confirm Advance Voting Dates, and Close of Nomination Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
17	1+	Review Dominion's Support Plan for the City of Vancouver	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	4
18	1 7	Equipment Delivery (ICP and ICX)	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
19	1 🖈	Training Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
20	1 7	Ballot Production and Ballot Delivery	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
21	1 7	Logic and Accuracy Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
22	17	Advance Voting Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
23	1 2	Election Day Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
24	17	Review Ballot Requirements	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	4
25	1 1	Discuss Ballot Quantities	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	

#### Project Plan for the City of Vancouver

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	Task T Moc	ask Name	Duration	Start	Finish	Resource Names	Predec
	0		1				
6	*	Review Number of Polling Locations	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
7	*	Audio Programming Overview and Languages for ICX	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	
8	4	Work with City to Define Election	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Vancouver	6
9	1	Send Election Database Data Collection Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
0	4	Send Consumables Order Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
1	*	Send Tabulator Configuration Requirements Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
2	*	Send Ballot Quantity Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
3	1 🖈 🗄	Send Candidate List Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
4	*	PHASE 2 - CONSUMABLES VALIDATION AND TRAINING PACKAGE	33 days	Mon 2/12/18	Wed 3/28/18		
5	*	Consumables Order Form Verified by City	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	30
5	*	Ballot Box Quantity - Confirm	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
7	*	Paper Roll Quantity - Confirm	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
8	1	Marking Pen Quantity - Confirm	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
9	*	Secrecy Sleeve Quantity - Confirm	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
0	*	Tamper Seal (for memory card ports) Quantity - Confirm	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
1	*	Training Package Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	6
2	*	Training Outline Delivered (ICP and ICX)	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
	at .	Tabulator and Results Tally and Reporting (RTR) Manuals Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
4	*	Tabulator Quick Reference Guides Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
5	*	Logic and Accuracy Guide Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
6	*	Training Videos Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
7	*	Online Interactive Training Module Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
8	*	Ballot Quantities Verified for Each Ballot Style	33 days	Mon 2/12/18	Wed 3/28/18	Vancouver	
	*	Notify Local Print Partner of Ballot Quantities	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	48
	*	PHASE 3 - TABULATOR INTERFACE AND CONFIGURATION	25 days	Thu 3/29/18	Wed 5/2/18		
L	*	Election Event Definition	18 days	Thu 3/29/18	Mon 4/23/18	Vancouver	

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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	Task	Task Name	Duration	Start	Finish	Resource Names	Predeo
2	1 📌	Election Event Database Form Complete and Submitted to Dominion	18 days	Thu 3/29/18	Mon 4/23/18	Vancouver	29
53	1+	Polling Locations Sent to Dominion	18 days	Thu 3/29/18	Mon 4/23/18	Vancouver	
54	1 +	Number of Tabulators at Each Location Provided	18 days	Thu 3/29/18	Mon 4/23/18	Vancouver	
55	1 1	Tabulator Defined for Advance Voting Days		Thu 3/29/18	Mon 4/23/18	Vancouver	
56	1 1	Tabulator Defined for Election Day	100 C 100 C 20 C 20 C	Thu 3/29/18	Mon 4/23/18	Vancouver	
57	-	Audio Recordings for ICX - Accessible Voting		Thu 3/29/18	Mon 4/23/18	Dominion/Vancouver	
58	1 +	Branding Provided by City (logo)		Thu 3/29/18	Mon 4/23/18	Vancouver	
59	1.	Tabulator Configuration Form Complete and Submitted to Dominion	23 days	Thu 3/29/18	Mon 4/30/18	Vancouver	31
50	1#	Set Warning Messages - Overvote, Undervote, Blank, Ambiguous	23 days	Thu 3/29/18	Mon 4/30/18	Vancouver	
61	1+	Zero Tape Quantity Defined	23 days	Thu 3/29/18	Mon 4/30/18	Vancouver	
52	1 1	Results Tape Quantity Defined	23 days	Thu 3/29/18	Mon 4/30/18	Vancouver	
63	1.1	Password Options - Open Poll and Re-Zero	23 days	Thu 3/29/18	Mon 4/30/18	Vancouver	
64	*	Ballot Layout Configuration	23 days	Thu 3/29/18	Mon 4/30/18	Dominion	52
65	1	Send 1st Draft Ballot to City	23 days	Thu 3/29/18	Mon 4/30/18	Dominion	64
66	*	Feedback on Draft Ballot Sent to Dominion	25 days	Thu 3/29/18	Wed 5/2/18	Vancouver	65
67	*	PHASE 4 HARDWARE DELIVERY AND TRAINING	93 days	Wed 5/2/18	Fri 9/7/18		
68	. A	Ballot Layout Approval 2nd Draft (if required) Sent to Dominion	93 days	Wed 5/2/18	Fri 9/7/18	Vancouver	
69	1 1	Hardware Delivered to Municipality	93 days	Wed 5/2/18	Fri 9/7/18	Dominion	6
70	1.1	Consumables Delivered to the Municipality	93 days	Wed 5/2/18	Fri 9/7/18	Dominion	35
71	*	On-Site Training Session to Key City Staff (2 Days)	88 days	Wed 5/2/18	Fri 8/31/18	Dominion	6
72	1 +	Education Material on the Use of the Solution Delivered	88 days	Wed 5/2/18	Fri 8/31/18	Dominion	
73	1 7	Training	98 days	Wed 5/2/18	Fri 9/14/18	Dominion	
74	1.4	Tabulator, Accessible Voting using ICX, Results Tally & Reporting, Results Display (each item as required)	98 days	Wed 5/2/18	Fri 9/14/18	Dominion	

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6	TaskT	ask Name	Duration	Start	Finish	Resource Names	Predec
	Moc						
	~				1.1.1		1
75	0	PHASE 5 Finalize Election Project	11 days	Fri 9/14/18	Fri 9/28/18		-
76	-	Generate Initial Ballot Proof	II uays	FII 3/14/10	FII 9/20/10		
77	-	Close of Nominations (September 14th 2018)	2 days	Fri 9/14/18	Mon 9/17/18	Dominion/Vancouver	
78		Initial Candidate List Sent to Dominion	1 day	Fri 9/14/18	Fri 9/14/18	Vancouver	
79		Audio Recordings of Candidate Name Pronunciation Sent to	1 day	Fri 9/14/18	Fri 9/14/18	Vancouver	
1.4		Dominion	rout	111 3/ 11/ 15	111-2/14/10	Turicis area	
80	1.	Dominion Updates Election Database with Candidate Names	1 day	Fri 9/14/18	Fri 9/14/18	Dominion	
		A STATE OF A STATE OF A STATE AND A STATE					
81	1	Dominion Sends City Initial Ballot PDF For Review	1 day	Fri 9/14/18	Fri 9/14/18	Dominion	
82	1 20	Dominion Sends Audio Recording of Candidate Names to City for	2 days	Fri 9/14/18	Sat 9/15/18	Dominion	
		Approval			the second		
83	17	City Provides Feedback or Preliminary Approval, Pending Candidate	2 days	Sun 9/16/18	Mon 9/17/18	Vancouver	
-		Withdrawal		2702.20		Sector Sector Sector	
84	1	Withdrawal Deadline (September 18th 2018)	1 day	Tue 9/18/18	Tue 9/18/18	Dominion/Vancouver	77
85	12	Final Candidate List Finalized to Dominion	1 day	Tue 9/18/18	Tue 9/18/18	Vancouver	
86	14	(If Required) Apply Changes to Election Database with Final	1 day	Tue 9/18/18	Tue 9/18/18	Dominion	
		Candidate Names	-	-		A Commenter	
87	1.2	City Signs Off On Final Ballot PDFs and Sends the Signed Copy to	1 day	Tue 9/18/18	Tue 9/18/18	Vancouver	
88		Dominion	A 35.0	Tu- 0/10/10	T	Dominion	87
89	-	Dominion Sends Approved Ballot PDFs to the Printer Programming	1 day	Tue 9/18/18 Wed 9/19/18	Tue 9/18/18 Fri 9/28/18	Dominion	87
90	1.	Program Election Memory Cards and Security Keys	8 days 5 days	Wed 9/19/18 Wed 9/19/18	Tue 9/25/18	Dominion	8/
91	14	Run Initial Test on Election Memory Cards and Security Keys	5 days	Wed 9/19/18	Tue 9/25/18	Dominion	
92	4	Shipped and Deliver RTR Laptop, Memory Cards and Security Keys	3 days	Tue 9/25/18	Thu 9/27/18	Dominion	
32	1.4	Shipped and Deliver KTK Laptop, Memory Cards and Security Keys	Sugar	Tue 9/25/16	1110 9/27/10	Dominion	
		Results Display Configuration	2 days	Thu 9/27/18	Fri 9/28/18	Dominion/Vancouver	92

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)	Task Moc	Fask Name	Duration	Start	Finish	Resource Names	Predec
	0						
94	1#	Send Results Display Configuration Instructions to City IT staff	2 days	Thu 9/27/18	Fri 9/28/18	Dominion	-
95	*	City Copies Results Display Files to the City's Webserver	2 days	Thu 9/27/18	Fri 9/28/18	Vancouver	
95	1.	Dominion's Project Manager to Provide Telephone Support (if required)		Thu 9/27/18	Fri 9/28/18	Dominion	
97	*	Ballot Printing Complete and Delivered to City	5 days	Mon 9/24/18	Fri 9/28/18	Printer	88
98	1	PHASE 6 - LOGIC AND ACCURACY TESTING	5 days	Mon 10/1/18	Fri 10/5/18		97
99	*	On-site Oversight and Technical Assistance Support for Logic & Accuracy Testing	3 days	Mon 10/1/18	Wed 10/3/18	Dominion/Vancouver	
100	1	Telephone and Email Support for Logic and Accuracy Testing	3 days	Mon 10/1/18	Wed 10/3/18	Dominion	
101	*	1.7 Martin V Printerson and Articles of the second strategic	3 days	Mon 10/1/18	Wed 10/3/18	Vancouver	
102	1*	Set up Tabulators with Memory Cards, Security Keys and Ballots	3 days	Mon 10/1/18	Wed 10/3/18	Vancouver	
103	1+	Connect ICX Accessible Voting Components	3 days	Mon 10/1/18	Wed 10/3/18	Vancouver	
104	1.1	Execute Logic & Accuracy Test Steps	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
105	1.	Prepare Logic & Accuracy Test Statement	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
106	1.	Prepare Logic & Accuracy Ballot Test Decks	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
107	1 2	Create Hand-Marked Test Deck	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
108	17	Scan Test Decks and Compare Against Expected Results	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
109	1.	Produce Test Results Report from Results Tally and Reporting (RTR)	5 days	Mon 10/1/18	Fri 10/5/18	Vancouver	
110	1+	Export Test Results to City's Website	1 day	Fri 10/5/18	Fri 10/5/18	Vancouver	
111	*	Finalize Logic and Accuracy Test Results	1 day	Fri 10/5/18	Fri 10/5/18	Vancouver	
112	14	Send Dominion Sign-Off on Notice of Final Acceptance of the Solution	1 day	Fri 10/5/18	Fri 10/5/18	Vancouver	
113		PHASE 7 - ADVANCE VOTING PERIOD (October 10 - 18, 2018)	7 days	Wed 10/10/18	Thu 10/18/18		
114	1 2	Optional Onsite Technical Support	7 days	Wed 10/10/18	Thu 10/18/18	Dominion	

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D	Task	Task Name	Duration	Start	Finish	Resource Names	Predec
	Moc			1			
115	1#	Telephone and Email Technical Support Provided During Entire Voting Period	7 days	Wed 10/10/18	Thu 10/18/18	Dominion	-
116	+	PHASE B - ELECTION DAY	1 day	Sat 10/20/18	Sat 10/20/18		
117	1 *	On-site Oversight and Technical Assistance Support for Election Day	1 day	Sat 10/20/18	Sat 10/20/18	Dominion	
118	1+	Produce Unofficial Election Night Reports with RTR	1 day	Sat 10/20/18	Sat 10/20/18	Dominion/Vancouver	
119	1 *	Export Election Night Results to Results Display (if required)	1 day	Sat 10/20/18	Sat 10/20/18	Dominion/Vancouver	
120	*	PHASE 9 - CLOSING	29 days	Tue 10/23/18	Fri 11/30/18		
121	100	Recount Activities (if required)	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	
122	1 7	Debrief Meeting with the City	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	
123	1 1	Conduct Lessons Learned Review	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	
124	1 2	Review Key Findings with City	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	
125	1 2	Update Best Practices Based on Lessons Learned		Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	
126	17	Organize Equipment Pickup	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Vancouver	

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#### City of Vancouver - Work Narrative Plan

#### CONTRACT

Once a contract has been awarded to Dominion Voting Systems by the City, a contract of agreement will be signed by both parties.

#### PHASE 1 - INITIATION PHASE

The Project Initiation Phase is the first phase within the Election Project life cycle.

The objective of this phase is for both parties to mutually acknowledge that the project has been initiated, complete process planning, and for Dominion to work with the City to define the City's Election project.

**Duration:** Dominion has allocated 29 days for the initiation phase from January 2<sup>nd</sup> 2018 to February 9<sup>th</sup> 2018. All tasks and activities much be completed by both parties by February 9<sup>th</sup> 2018.

**Support:** Dominion's Project Team and the City are responsible for gathering, collaborating and exchanging required information among both parties for the entire initiation phase.

The Initiation Phase is comprised of three main tasks:

### 1. A Kickoff Meeting is conducted, to identify project requirements and activities, and to develop the foundation of the Project

Once the contract has been signed by both parties, Dominion's Project Manager will contact the City's staff to schedule a Kickoff Meeting.

The objective of the meeting is to:

- Review Dominion's Phase Document;
- Key dates and deliverables;
- Review the draft project plan;
- And develop a communications plan with the City

To achieve a working project plan for both parties, discussed items will include:

- Tabulator quantities;
- Ballot Marking Device (ICX) and voter assistive device quantities;
- Equipment delivery plan and schedule;
- Consumables;
- Election programming;
- Required resources;
- Demonstration tabulator units;
- Support and Training;

Testing

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page **66** of **267** City of Vancouver - FOI 2018-573 - Page 247 of 865 A project is successfully kicked off when key items in the project plan are finalized and approved by key stakeholders. As an outcome of the kickoff, the Finalized Communication Plan is formulated.

### 2. Dominion establishes and completes process planning with Dominion's Project Team based on the discussed requirements during the Kickoff Meeting

Based on the key deliverables, key dates, and requirements discussed during the Project Kickoff, Dominion's Project Manager will develop efficient process plan documents with Dominion's Project Team. These processes will ensure efficient integration with required departments for a successful delivery of all project deliverables.

#### 3. Dominion will work with the City to define the election project

After the completion of the project Kickoff, Dominion's Project Manager will provide the City's Key Staff with Project Definition Forms. These forms include the following:

- Election Database Form This form requires the City's staff to list out Tabulator Names, Polling Location Names, Eligible Voters, Tabulators associated with Advanced Voting and Election Days, and applicable sub-divisions.
- Consumables Order Form Consumables may be ordered through the Project Manager. The Project manager will work with the City to determine quantity of ballot boxes, marking pens, secrecy folders, print tape rolls, and tamper seals for tabulator memory card ports
- Tabulator Configuration Form The City is expected to Dominion with Open Poll and Re-zero Password, number of results tapes to be printed by default and define error message options
- Ballot Quantity Form Ballot Quantities are determined by the number of eligible voters and its divisions. Dominion's Project Manager will work with the City's Staff to coordinate the correct quantity for the Election. Ballot Quantities should include Logic and Accuracy Testing.
- Candidate List Form Dominion's Project Manager will provide the City's Key Staff with the Candidate list form. This form is to be filled out and submitted on Close of Nominations Day.

The above listed forms will be provided to the City during the initiation phase with its applicable due dates.

Phase 1 is completed once the City and Dominion has an agreed upon communication plan and all required forms have been provided to the City's Key Staff.



#### PHASE 2 – CONSUMABLES VALIDATION AND TRAINING PACKAGE

The second phase in the project lifecycle is the Consumables Validation and Training Package.

Duration: Dominion has allocated 33 days for the consumables validation and delivery of training package phase from February 12, 2018 to March 28, 2018. All tasks and activities much be completed by both parties by March 28<sup>th</sup> 2018.

The following are the list of objectives for Phase 2:

#### The City is required to complete and submit their finalized consumables order to Dominion's Project Manager.

Support: The City is responsible for submitting their consumables form within the 11 days provided. Consumables quantities were initially discussed by both parties during the Kickoff Meeting. Although the 33 days has been allocated to include buffer time, the City should be able to complete this form, within 15 days of completing the Kickoff Meeting. Dominion requires adequate lead time for some of the consumables. It is important that Dominion receives enough notice on the quantity of consumables required to meet the required schedule. Once the finalized version of the consumables order is submitted, Dominion's Project Manager will work with Dominion's Warehouse Specialist to arrange shipment.

#### 2. Dominion's Project Manager is responsible for delivering the City's Training Package by the end of Phase 2.

Duration: Dominion's Project Manager is responsible for delivering the complete training package to the City's within the 33 days allocated for this phase.

The Training Package is created by Dominion's Product Specialist and Training Specialist. The content has been specifically designed to conform to City election requirements within Canada. The following items will be delivered as part of the Training Package:

- Training Outline The Training Outline provides the City with the structure and program Election officials will be receiving during their training session. Dominion has provided draft Training Outlines under RFA Attachments – Attachment D – Training Documentation.
- **Manuals** Manuals will be provided to the City for technical specifications for each component of Voter Tabulator Solution, Ballot Marking Device with Accessible Voting Assistive Devices, and Results Tally & Reporting Services. Dominion has provided sample user guides and troubleshooting guides under RFA Attachments – Attachment E - User Documentation.



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- Tabulator Quick Reference Guides (QRG) Quick Reference Guides provide poll workers with step-by-step instructions from Polls Open to Polls Close. Dominion has provided a sample QRG under RFA Attachments – Attachment D – Training Documentation.
- Logic and Accuracy Guide A Logic and Accuracy guide will provide the City with required steps to conduct testing on their solution. Dominion has provided a sample Logic and Accuracy Guide under RFA Attachments - Attachment E – User Documentation.
- **Training Videos** Dominion has training videos available for purpose of City Staff and Election Officials to review the tabulator process at their own pace.
- **Online Interactive Training Module** The online interactive training module provides end users to answer questions and engage themselves in the learning process.
- 3. At the end of phase 2, the City staff is responsible for providing Dominion's Project Manager with their expected ballot quantities.

**Duration:** Initial ballot quantities will be discussed during the Kickoff meeting in the Initiation Phase. Although, ballot quantities may not be determined during the kickoff meeting, it will be a continued discussion by both parties throughout Phase 1. Dominion has allocated 33 days from the completion of the Initiation Phase for the City to provide Dominion's Project Manager with Ballot Quantity requirements.

Ballot quantities should be defined by ballot style. Once Ballot Quantities have been confirmed, Dominion's Project Manager is responsible for notifying Dominion's print partner. Dominion's print partner requires notification in order to procure enough ballot paper for printing during execution.

Phase 2 is completed once Dominion receives and processes the City's Consumables order, Training Package has been delivered to the City and Dominion's Project Manager has informed the Dominion's print partner of the City's required ballot quantities.

#### PHASE 3 - TABULATOR INTERFACE AND CONFIGURATION

The third phase in the project lifecycle is the Tabulator interface, configuration and integration of requirements validation.

**Duration:** Dominion has allocated 25 days for the tabulator interface and configuration phase from March 29, 2018 to May 2, 2018. All tasks and activities much be completed within the allocated time period.

The following are the list of objectives for Phase 3:

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Page **69** of **267** City of Vancouver - FOI 2018-573 - Page 250 of 865  Election Event Database Form is completed by the City and submitted to Dominion's Project Manager. This form provides Dominion's Programming Specialist a preliminary database to create a sample ballot for the City. Once Dominion's Programming Specialist has configured the City's election with the City's branding, polling locations, tabulator names, and applicable subdivisions, the City's first initial ballot draft is produced.

**Support:** The City is responsible for submitting their Election Event Database Form within the 18 days provided from March 29<sup>th</sup>, 2018 to April 23, 2018. Although Dominion understands that defining the election database is an ongoing process, Dominion's Programming Specialist will require a preliminary database to provide the City with a sample draft ballot. The City's Election Event details were initially discussed by both parties during the Kickoff Meeting. The allocated 18 days is a sufficient time period for, the City to be able to complete and submit this form. Dominion's Project Manager will be available for any discussion required throughout all phases of the project.

#### 3. Tabulator Configuration form is completed by the City and submitted to Dominion.

**Support:** The City is responsible for submitting their Tabulator Configuration form within the 23 days provided from March 29<sup>th</sup>, 2018 to April 30<sup>th</sup>, 2018. Tabulator Configuration would have been discussed by both parties during the Kickoff Meeting. Although the 23 days has been allocated to include buffer time, the City should be able to complete this form, within 30 days of completing the Kickoff Meeting. Dominion's Project Manager will be available for any discussion required for configuration determination.

The Tabulator Configuration form outlines the requirements settings for the City Tabulator Solution. With Dominion's guidance, the City's Staff is required to provide the following:

- Set warning messages for Overvote, Undervote, Blank and Ambiguous Ballots.
- Zero and Results tape quantity is by default set to 2. The City is responsible for providing Dominion with the required number of tapes to be printed by default.
- Finally, the City is responsible for informing Dominion of an 8 digit password for Opening Polls and a 6 digit password for re-zeroing the election files.
- 4. Dominion's Project Manager will provide the City's staff with the first ballot draft for feedback on ballot layout and design. The first draft ballot consists of demo names. Finalized candidate names will be imported upon close of nominations. With feedback from the City's Staff, the ballot's layout and design is finalized within Phase 3 and 4. This process ensures that all fine ballot design details are applied well before close of nominations.



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**Duration:** Dominion's Programming Specialist is responsible for providing the City with their first draft ballot by April 30<sup>th</sup> 2018. Please keep in mind that this task completion is dependent on the City's submission of the Election Event Database form. Dominion's Programming Specialist will require a minimum of 5 days to complete a 1<sup>st</sup> draft ballot.

 The City's Staff is required to provide feedback on the first draft ballot by the end of Phase 3. Feedback can include adjustments to the spacing of names, layout of contests, ballot headers, ballot footer and font size.

**Duration:** This task completion is dependent on Dominion providing the City with a first draft ballot for review. From receiving the draft ballot for review, the City will have till May 2<sup>nd</sup> 2018 to provide feedback.

**Please note:** Submission dates are open for discussion during the kickoff meeting and the project plan can be revised accordingly.

Phase 3 is successfully completed once Dominion receives feedback on the first draft ballot from the City.

### PHASE 4 - HARDWARE DELIVERY AND TRAINING

The fourth phase in the project lifecycle is the hardware delivery and training.

**Duration:** Dominion has allocated 88 days for the Hardware Delivery and phase from May 2<sup>nd</sup>, 2018 to September 14<sup>th</sup>, 2018. All tasks and activities much be completed by both parties by September 14<sup>th</sup>, 2018.

The following are the list of objectives for Phase 4:

- Dominion's Project Manager is responsible for providing the City a second draft ballot, by the end of phase 4. Dominion's Programming Specialist is responsible for reviewing and applying the feedback provided by the City on the first draft ballot. Please note that a second draft ballot is only produced if feedback was provided on the first draft ballot during phase 3.
- 2. Dominion Voting delivers the City's vote solution equipment and consumables to the City's required address.

Dominion's Project Manager will manage the shipment process via a shipment tracking number to ensure delivery is successful. The City's staff is responsible for inspection of the equipment delivery to ensure there were no damages incurred during transit. Dominion's Project Manager will require a written confirmation ensuring that all packages were delivered successfully. Dominion is responsible for delivering all hardware equipment and consumables September 7<sup>th</sup> 2018.



- 3. Dominion's Training Specialist will provide an on-site Tabulator Training, and Ballot Marking Device with Assistive Peripherals Training Sessions for City Staff. The Training Session will be coordinated by Dominion's Project Manager with the City during the project kickoff. A training outline would have been provided during Phase 2. The trainer will be responsible for providing the attendees with the required educational material for a full learning experience. Training will consist of a sit-down theoretical component and a hands-on practical component. Methods include in-person training session, documentation, and self-study materials, including online training.
- Day 1 of training will consist of the tabulator overview, open polls, scanning ballots, accessible voting equipment (if required), close polls, report creation, report verification, and troubleshooting.
- Day 2 of training will consist of setup and configuration of the Ballot Marking Device with use of the Assistive Peripherals, generating a ballot, and troubleshooting. The City is responsible for training poll workers; Dominion is only responsible for training the poll worker trainers on the voting solutions. The Train-the-Trainer approach is a much more cost-effective approach for the City, and will ensure that the City can integrate any of their own processes into the poll worker training. Dominion is responsible for delivering training by September 14<sup>th</sup> 2018.

Phase 4 is successfully completed once Dominion and the City have an approved ballot layout and design, the City has signed off on hardware and consumables delivery, and Dominion has delivered an on-site training session to the City's Staff.

# PHASE 5 - FINALIZE ELECTION PROJECT

The fifth phase in the project lifecycle is finalizing the City's election project.

The objective of this phase involves the collection of final election programming data from the City. Using this data, Dominion generates final ballot PDFs for printing, audio ballots (if required) and election memory cards.

**Duration:** Dominion has allocated 11 days for the Finalize Election Project phase from September 14<sup>th</sup>, 2018 to September 28<sup>th</sup>, 2018. All tasks and activities much be completed by both parties by September 28<sup>th</sup>, 2018.

The election programming and ballot creation is undertaken by Dominion's Programming Specialist. The allocated time period for Ballot Programming begins with Close of Nominations Day (Friday, September 14<sup>th</sup>, 2018). The withdrawal deadline being Tuesday, September 18<sup>th</sup>, 2018, Dominion's Project Manager will wait for the City's approval before finalizing the election project.

1. Upon Close of Nominations, the City's Staff provides Dominion with the full candidate list and audio recording (if required) of the candidate names.

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Page **72** of **267** City of Vancouver - FOI 2018-573 - Page 253 of 865 Dominion's programming team will input the final election data into the Election Management System, and create a ballot PDF for each respective Ballot Style. Dominion will then update the election files. During the Close of Nominations period, Dominion's Project Manager will provide the City's Ballot PDFs and Dominion's audio recording of candidate names for review and approval. It is the City's responsibility to ensure all candidate names are accurately spelled on the ballots and pronounced correctly in the audio files. If there are any changes to the candidate names on either the ballots or audio recording, the City's must provide feedback on upon receipt of the files. (Removal of any candidate names can take place until the withdrawal deadline.)

**Duration:** Activities on Close of Nominations Day must be completed within the allocated time period of 1 day, on Friday, September 14<sup>th</sup> 2018. 2:00 PM being the cut off period for all candidates to sign up, the City will have 4 hours after 2 Pm to provide Dominion's Project Manager with the final candidate list. Past elections have shown that this is sufficient time for the City to provide this item to Dominion.

2. On Tuesday, September 18<sup>th</sup>, 2018 (withdrawal deadline), the City is expected to provide Dominion with an updated and finalized candidate list (if applicable). If required, Dominion will apply the changes and send the ballot PDFs and audio recordings to the City for approval. When the City is satisfied that the ballots are correct, they initial each ballot and sign off for accuracy. It is the responsibility of the City to provide Dominion's Project Manager Notification to move to the next level: Ballot Printing and Memory Card Programming.

**Duration:** The City will have close of business on Tuesday, September 18<sup>h</sup> 2018 to inform Dominion of any changes to the candidate list.

3. Upon the City's approval, the ballot PDF files are then provided to the commercial printer (Royal Printer).

Dominion's local print partner (Royal Printer) is responsible for printing and shipping ballots to the City's specified delivery address. Dominion is responsible for coordinating the shipping arrangements with the commercial printer. The City provides Dominion's Project Manager a Ballot Delivery Date during the Kickoff in Phase 1. Dominion's Project Manager is responsible for coordinating and meeting the City's schedule with the commercial printer. The City is responsible for notifying Dominion's Project Manager that the ballots have been delivered successfully.

**Duration:** Dominion's Project Manager will provide final ballot PDF files to the Dominion's local printer partner (Royal Printer) on September 19<sup>th</sup>, 2018. When Dominion receives notification from the City; the files will be forwarded to the printer. Dominion has estimated that ballot printing and delivery will be completed by September 28<sup>th</sup>, 2018. Ballot delivery date will be discussed during the kickoff in phase 1. The project plan can be modified in accordance to revised dates.



4. Upon receiving approval of the final ballot PDF files, Dominion's Election Programming team will complete programming and shipment of all memory cards, security keys and Results Tally and Reporting (RTR) Laptop.

The City's memory cards and security keys are programmed under the supervision of Dominion's Programming Specialist. The Programming team will run an initial test on the election memory cards and keys to ensure accuracy of the election database. Once the initial test has been passed, Dominion's Warehouse Specialist will package and arrange shipment of the City's election memory cards, security keys and RTR Laptop. It is the responsibility of the City's staff to notify Dominion's Project Manager that the shipment has been successfully received.

**Duration:** Dominion will require 8 days to program, test and deliver the City's memory cards, security keys and RTR Laptop. The allocated time period is from September 18<sup>h</sup>, 2018 to September 27<sup>th</sup>, 2018.

5. Once the City has received the RTR Laptop, the City can proceed with their Results Display Configuration (if required).

Dominion's Project Manager is responsible for providing the City's Staff with Configuration Instructions. Once the instructions have been sent, it is the responsibility of the City's Staff to notify Dominion's Project Manager that the instructions have been understood and will move forward with the configuration. If required, Dominion's Project Manager or Dominion's Technical Staff can provide telephone assistance to the City's IT staff member with the City's results display configuration. If assistance is required, the City's Staff is responsible for contacting Dominions Project Manager to set a time and date for assistance with their results display configuration.

**Duration:** The complete results display configuration should take approximately 1 hour.

6. Dominion's Print Partner will require a minimum of 5 days to complete ballot printing activities. The Printer is required to deliver the Ballots to a single address determined by the City. It is the responsibility of the City's staff to notify Dominion's Project Manager that the Ballot shipment has been successfully received.

Phase 5 is successfully completed once Dominion's Project Manager has sent the final ballot PDFs to the Printer, the City's Staff has provided Dominion with confirmation that their memory cards, security keys, RTR Laptop and Ballots were received, and the City has successfully configured their Results Display.

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# PHASE 6 - LOGIC AND ACCURACY TESTING

The sixth phase in the project lifecycle is Logic and Accuracy Testing.

The objective of Phase 6 is for the City's is to ensure the functionality of the Vote Tabulator Solution and Accessibility Components (if required).

**Duration:** Dominion has included Logic and Accuracy Testing in the Project Plan within the timeframe of October 1<sup>st</sup>, 2018 to October 5<sup>th</sup>, 2018 (to be completed any time within these 5 days). The length of time it will take for the City to complete Logic and Accuracy Testing is also dependent on the number of personnel that the City assigns to complete Logic and Accuracy testing. Logic and Accuracy Testing can be completed in a 5-day time frame if the City designates approximately 10 City staff people to complete Logic and Accuracy Testing.

**Support:** If required, Dominion can provide on-site support for Logic and Accuracy Testing. On-Site support will consist of overseeing the City's Staff conduct Logic and Accuracy Testing. Dominion's on-site support representative will be responsible for answering any questions related to the City's Tabulator Solution. The City's Staff is responsible for conducting and completing logic and accuracy testing on the tabulator and accessibility components. If on-site support is not required, Dominion will provide telephone and email support for the City during the entire Logic and Accuracy Testing phase. Dominion has provided a sample Logic and Accuracy Testing Guide for the ImageCast Precinct under RFA Attachments – Attachment E – User Documentation.

The Logic and Accuracy Testing Phase is divided into 2 parts:

3. Vote Tabulator Solution Testing

Tasks Include:

- Stage tabulators and components
- Prepare Logic and Accuracy Test Statement Form
- Create hand-marked test deck
- Create accessible test deck using ICX
- Scan all test decks, close polls, print results tape
- Compare against expected results (test statement form)
- 4. Results Tally and Reporting (RTR) Testing

Tasks Include:

- Import election result files from tabulator memory cards into RTR Laptop
- Produce test results report from (RTR) Laptop
- Export test results to the City's Website
- Compare test results against expected results (test statement form)

Once Logic and Accuracy testing is complete, the City is responsible for finalizing logic and accuracy test results by sending Dominion's Project Manager a notice of final acceptance of the solution. Dominion will move forward with accepting a certificate of completion.

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Dominion's receipt of the City's notice of final acceptance of the solution ensures the successful completion of Phase 6.

### PHASE 7 - ADVANCE VOTING PERIOD (October 10 - 18, 2018)

The seventh phase in the project lifecycle is Advance Voting Period.

Dominion's objective for Phase 7 is to monitor the City's tabulator deployment.

**Duration:** Dominion has included the City's Advance Voting Period in the Project Plan within the timeframe of October 10<sup>th</sup>, 2018 to October 18<sup>th</sup>, 2018.

**Support:** An on-site support representative will be provided based on the contractual request for the Advance Vote period. Dominion's on-site support will be responsible for troubleshooting and answering any questions related to the City's Tabulator Solution. If on-site support is not required, Dominion will provide telephone and email support for the City's during the entire Advance Voting Period.

Advance Voting Period for Vote Tabulator Solution - During the Advance Voting Period, it is the responsibility of the City's Staff to deploy the poll tabulators, consumables, and ballots to the required polling locations. Poll Workers will not produce results on Advance Poll tabulators until Election Night. Once Advance Voting is complete, it is the responsibility of the City's Staff to pick up all tabulators from the polling locations.

Phase 7 is successfully completed once the vote tabulator solution is powered down in preparation for Election Day voting.

# PHASE 8 - ELECTION DAY - (October 20th 2018)

The eighth phase in the project lifecycle is Election Day.

Dominion's objective for Phase 8 is to monitor the City's tabulator deployment, to ensure Advanced and Election Day polls have closed and to generate results reports.

**Duration:** The Duration of Election day will be 1 day from polls open to polls close (time of polls open and close polls to be provided by the City).

**On-Site Support:** Dominion provides a dedicated on-site technical support representative for the City's Election Day from polls open to polls close, located at the City's central location. Dominion's on-site support representative is responsible for providing technical support related to the City's tabulator and accessibility components. Dominion's on-site support will be equipped with a vehicle and a mobile phone ensuring that they are accessible to all Election Officials.



**Election Night -** On Election Night, poll workers will close polls and produce results tapes for Advance Poll memory cards and Election Day memory cards. The City is responsible for ensuring there is a process for poll workers to pack-up vote tabulators, ballot box with cast ballots and the election memory cards and seals. The City is responsible for transferring the election memory cards and keys to the central location where results reports can be generated.

Once the election memory cards arrive to the City's central location, Dominion's on-site support representative will provide assistance to the City's Staff for loading election results. Advance Vote tabulator results files and Election Day tabulator results files are uploaded and integrated into the Results Tally and Reporting System. Dominion's Support Representative will assist with generating the City's Unofficial Results Reports. Once the results report is created, Election Results are exported to the City's Results Display (if required). Once, the City's results have been loaded and all the City's Staff's questions have been answered, Dominion's on-site support will be released of their on-site duties.

Phase 8 is successfully completed once the City's Election Results Reports have been created and results have been exported to the City's Results Display (if required).

### PHASE 9 - POST ELECTION

The ninth phase in the project lifecycle is Post Election duties.

**Duration:** Dominion has allocated 29 days for all post-election duties, from October 23, 2018 to November 30, 2018.

Dominion's objective for Phase 9 is to receive sign-off on all deliverables as successfully completed from the City's, releasing project resources, and communicating the closure of the project to all stakeholders.

**Project Wrap-up Activities -** During Phase 9, final reports are confirmed, and lessons learned reports are consolidated. Dominion will address and close any open support items.

**On-Site Debrief Meeting -** Dominion will contact the City for an on-site debrief meeting. Dominion will seek formal approval from the City on the delivery of the project. Lessons learned reports will be reviewed, for Dominion and the City to update the internal knowledge base. Success factors and areas for improvement will be evaluated for process enhancement.

**Recount** - The City is responsible for informing Dominion of any recount. In the case of a recount, Dominion will initiate an on-site meeting to discuss recount process, milestones, key dates and deliverables.

Phase 9 is successfully complete once the City and Dominion sign-off on the completion of the City's Election Project.

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#### **Project Plan for the Lower Mainland Municipalities**

-		Task Task Name		Start	Finish	Resource Names	Predec
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1	the second se	LOWER MAINLAND MUNICIPALITIES - TABULATOR IMPLEMENTATION	-			str	
2	19	Contract					
3	19	Notification of Award				Municipality	
4	12	Signed Agreement				Dominion/Municipality	з
5	d'	PHASE 1 - PROJECT INITIATION	30 days	Mon 1/1/18	Fri 2/9/18		
6	1 1	Kick off Meeting	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	4
7	1 1	Review Dominion's Phase Document	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
8	1.	Define Project Status Update Schedule	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
9	1 🖈	Define Communication Methods - Email, Telephone, Pre-Defined Meetings	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
10	1 1	Review Key Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	4
11	1 +	Establish Training Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
12	1 +	Establish Logic and Accuracy Testing Dates	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
13	1.	Establish Key Dates for Hardware Delivery Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
14	1 1	Review Consumables - Quantities and Delivery Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
15	1 1	Confirm Ballot Delivery Date	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
16	1 +	Confirm Advance Voting Dates, and Close of Nomination Period	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
17	1 1	Review Dominion's Support Plan for Muncipality	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	4
18	1 *	Equipment Delivery	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
19	1 *	Training Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
20	1 *	Ballot Production and Ballot Delivery	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
21	1 🖈	Logic and Accuracy Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
22	1 1	Advance Voting Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
23	1 3	Election Day Support	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
24	1+	Review Ballot Requirements	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	4
25	17	Discuss Ballot Quantities	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
26	1 20	Review Number of Polling Locations	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	
27	1 2	Work with the Municipality to Define Election	29 days	Tue 1/2/18	Fri 2/9/18	Dominion/Municipality	6

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	Task	fask Name	Duration	Start	Finish	Resource Names	Predec
	Moc		a management	1111111	0.000		
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28	1+	Send Election Database Data Collection Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
29	1+	Send Consumables Order Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
30	1+	Send Tabulator Configuration Requirements Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
31	1 🖈	Send Ballot Quantity Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
32	1+	Send Candidate List Form	29 days	Tue 1/2/18	Fri 2/9/18	Dominion	
33	*	PHASE 2 - CONSUMABLES VALIDATION AND TRAINING PACKAGE	33 days	Mon 2/12/18	Wed 3/28/18		
34	1+	Consumables Order Form Verified by Municipality	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	29
35	1+	Ballot Box Quantity Confirmed	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
36	1 *	Paper Roll Quantity Confirmed	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
37	1 *	Marking Pen Confirmed	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
38	1+	Secrecy Sleeve Quantity Confirmed	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
39	1 1	Tamper Seal (for memory card ports) Quantity Confirmed	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
40	1 2	Training Package Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	6
41	1 *	Training Outline Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
42	1 *	Tabulator and Results Tally and Reporting (RTR) Manuals Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
43	1 +	Tabulator Quick Reference Guides Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
44	1 🖈	Logic and Accuracy Guide Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
45	1 1	Training Videos Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
46	1 🖈	Online Interactive Training Module Delivered	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	
47	1 *	Ballot Quantities Verified for Each Ballot Style	33 days	Mon 2/12/18	Wed 3/28/18	Municipality	
48	*	Notify Local Print Partner of Ballot Quantities	33 days	Mon 2/12/18	Wed 3/28/18	Dominion	47
49	*	PHASE 3 - TABULATOR INTERFACE AND CONFIGURATION	25 days	Thu 3/29/18	Wed 5/2/18		
50	1 🖈	Election Event Definition	18 days	Thu 3/29/18	Mon 4/23/18	Municipality	
51	1 *	Election Event Database Form Complete and Submitted to Dominion	18 days	Thu 3/29/18	Mon 4/23/18	Municipality	28
52	1 *	Polling Locations Sent to Dominion	18 days	Thu 3/29/18	Mon 4/23/18	Municipality	
53	1 *	Number of Tabulators at Each Location Provided	18 days	Thu 3/29/18	Mon 4/23/18	Municipality	
54	1 1	Tabulator Defined for Advance Voting Days	18 days	Thu 3/29/18	Mon 4/23/18	Municipality	



	Tach	ask Name Dur	ration	Start	Finish	Resource Names	Predec
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55	17	Tabulator Defined for Election Day 18	days	Thu 3/29/18	Mon 4/23/18	Municipality	
56	1+	City Branding Provided by Municipality 18	days	Thu 3/29/18	Mon 4/23/18	Municipality	
57	1+	Tabulator Configuration Form Complete and Submitted to Dominion 23	days	Thu 3/29/18	Mon 4/30/18	Municipality	30
58	1 1	Set Warning Messages - Overvote, Undervote, Blank, Ambiguous 23	days	Thu 3/29/18	Mon 4/30/18	Municipality	
59	1 1	Zero Tape Quantity Defined 23	days	Thu 3/29/18	Mon 4/30/18	Municipality	
60	1 *	Results Tape Quantity Defined 23	days	Thu 3/29/18	Mon 4/30/18	Municipality	
61	1 *	Password Options - Open Poll and Re-Zero 23	days	Thu 3/29/18	Mon 4/30/18	Municipality	
62	*	Ballot Layout Configuration 23	days	Thu 3/29/18	Mon 4/30/18	Dominion	51
63	*	Send 1st Draft Ballot to Municipality 23	days	Thu 3/29/18	Mon 4/30/18	Dominion	62
64	A	Feedback on Draft Ballot Sent to Dominion 25	days	Thu 3/29/18	Wed 5/2/18	Municipality	63
65	*	PHASE 4 HARDWARE DELIVERY AND TRAINING 98	days	Wed 5/2/18	Fri 9/14/18		
66	*	Ballot Layout Approval 2nd Draft (if required) Sent to Dominion 93	days	Wed 5/2/18	Fri 9/7/18	Municipality	
67	1 2	Hardware Delivered to Municipality 93	days	Wed 5/2/18	Fri 9/7/18	Dominion	6
68	1 *	Consumables Delivered to the Municipality 93	days	Wed 5/2/18	Fri 9/7/18	Dominion	34
69	1 *	On-Site Training Session to Key Municipal Staff (1 Day) 98	days	Wed 5/2/18	Fri 9/14/18	Dominion	6
70	1 1	Education Material on the Use of the Solution Delivered 98	days	Wed 5/2/18	Fri 9/14/18	Dominion	
71	1 1	Training 98	days	Wed 5/2/18	Fri 9/14/18	Dominion	
72	1 1	Tabulator, Accessible Voting, Results Tally & Reporting, Results Display (each iter 98	days	Wed 5/2/18	Fri 9/14/18	Dominion	
73	*	PHASE 5 Finalize Election Project 11	days	Fri 9/14/18	Fri 9/28/18		
74	12	Generate Initial Ballot Proof					
75	A	Close of Nominations (September 14th 2018) 1 d	lay	Fri 9/14/18	Fri 9/14/18	Dominion/Municipality	
76	1 1	Initial Candidate List Sent to Dominion 1 d	lay	Fri 9/14/18	Fri 9/14/18	Municipality	
77	1 1	Audio Recordings of Candidate Name Pronunciation Sent to Dominion (if require 1 d	lay	Fri 9/14/18	Fri 9/14/18	Municipality	
78	1 1	Dominion Updates Election Database with Candidate Names 1 d	tay	Fri 9/14/18	Fri 9/14/18	Dominion	
79	1 *	Dominion Sends Municipality Initial Ballot PDF For Review 1 d	lay	Fri 9/14/18	Fri 9/14/18	Dominion	
80	1 1	Dominion Sends Audio Recording of Candidate Names to Municipality for Approv 1 d	fay	Fri 9/14/18	Fri 9/14/18	Dominion	
81	1 *	Municipality Provides Feedback or Preliminary Approval, Pending Candidate Witl 1 d	day	Fri 9/14/18	Fri 9/14/18	Municipality	
-	-	Page 3					



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	TaskT Moc	ask Name	Duration	Start	Finish	Resource Names	Predeo
82	0	Withdrawal Deadline (September 18th 2018)	1 day	Tue 9/18/18	Tue 9/18/18	Dominion/Municipality	75
83	12		1 day	Tue 9/18/18	Tue 9/18/18	Municipality	10
84	1.4		1 day	Tue 9/18/18	Tue 9/18/18	Dominion	
85	1.	Municipality Signs Off On Final Ballot PDFs and Sends the Signed Copy to Domini		Tue 9/18/18	Tue 9/18/18	Municipality	
86	+		1 day	Tue 9/18/18	Tue 9/18/18	Dominion	85
87			8 days	Tue 9/18/18	Thu 9/27/18	Dominion	85
88	1.		5 days	Tue 9/18/18	Mon 9/24/18	Dominion	13.4
89	1 +		5 days	Tue 9/18/18	Mon 9/24/18	Dominion	
90	1.		3 days	Mon 9/24/18	Wed 9/26/18	Dominion	
91	*		2 days	Thu 9/27/18	Fri 9/28/18	Dominion/Municipality	90
92	1+	Send Results Display Configuration Instructions to Municipality	2 days	Thu 9/27/18	Fri 9/28/18	Dominion	
93	*	Municipality Configures Results Display to be hosted on the Municipality's Website	2 days	Thu 9/27/18	Fri 9/28/18	Municipality	
94	1 .	Dominion's Project Manager to Provide Telephone Support (if required)	2 days	Thu 9/27/18	Fri 9/28/18	Dominion	
95	1	Ballot Printing Complete and Distributed to Municipality	5 days	Mon 9/24/18	Fri 9/28/18	Printer	86
96	*	PHASE 6 - LOGIC AND ACCURACY TESTING	3 days	Mon 10/1/18	Wed 10/3/18		95
97	1	On-site Oversight and Technical Assistance Support for Logic & Accuracy Testing	3 days	Mon 10/1/18	Wed 10/3/18	Dominion/Municipality	
98	1	Telephone and Email Support for Logic and Accuracy Testing	3 days	Mon 10/1/18	Wed 10/3/18	Dominion	
99	×.	Stage Tabulators and Components	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
100	17	Set up Tabulators with Memory Cards, Security Keys and Ballots	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
101	1.2	Connect Accessible Voting Components (If required)	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
102	1 1	Execute Logic & Accuracy Test Steps	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
103	1.1	Prepare Logic & Accuracy Test Statement	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
104	17	Prepare Logic & Accuracy Ballot Test Decks	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
105	1 +	Create Hand-Marked Test Deck	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
106	1 1	Scan Test Decks and Compare Against Expected Results	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
107	1 1	Produce Test Results Report from Results Tally and Reporting (RTR)	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	
108	1 A	Export Test Results to Municipality's Website	3 days	Mon 10/1/18	Wed 10/3/18	Municipality	

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	Task Task Name		Duration	Start	Finish	Resource Names	Predec
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	0		_				
109	1	Finalize Logic and Accuracy Test Results	1 day	Thu 10/4/18	Thu 10/4/18	Municipality	
110	1 2	Send Dominion Sign-Off on Notice of Final Acceptance of the Solution	1 day	Thu 10/4/18	Thu 10/4/18	Municipality	
111	1	PHASE 7 - ADVANCE VOTING PERIOD (October 10 - 18, 2018)	7 days	Wed 10/10/18	Thu 10/18/18		
112	1 2	Optional Onsite Technical Support	7 days	Wed 10/10/18	Thu 10/18/18	Dominion	
113	1 1	Telephone and Email Technical Support Provided During Entire Voting Period	7 days	Wed 10/10/18	Thu 10/18/18	Dominion	
114	17	PHASE 8 - ELECTION DAY	1 day	Sat 10/20/18	Sat 10/20/18		
115	1 1	On-site Oversight and Technical Assistance Support for Election Day	1 day	Sat 10/20/18	Sat 10/20/18	Dominion	
116	1	Produce Unofficial Election Night Reports with RTR	1 day	Sat 10/20/18	Sat 10/20/18	Dominion/Municipality	
117	1	Export Election Night Results to Results Display (If required)	1 day	Sat 10/20/18	Sat 10/20/18	Dominion/Municipality	
118	74	PHASE 9 - CLOSING	29 days	Tue 10/23/18	Fri 11/30/18		
119	1 1	Recount Activities (if required)	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	
120	1 <del>- 1</del>	Debrief Meeting with Municipality	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	
121	1.0	Conduct Lessons Learned Review	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	
122	1 1	Review Key Findings with Municipality	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	
123	1 1	Update Best Practices Based on Lessons Learned	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	
124	*	Organize Equipment Pickup	29 days	Tue 10/23/18	Fri 11/30/18	Dominion/Municipality	

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#### Lower Mainland Municipalities - Work Narrative Plan

#### **CONTRACT**

Once a contract has been awarded to Dominion Voting Systems by the Municipality, a contract of agreement will be signed by both parties.

#### PHASE 1 - INITIATION PHASE

The Project Initiation Phase is the first phase within the Election Project life cycle.

The objective of this phase is for both parties to mutually acknowledge that the project has been initiated, complete process planning, and for Dominion to work with the Municipality to define the Municipality's Election project.

**Duration:** Dominion has allocated 29 days for the initiation phase from January 2<sup>nd</sup> 2018 to February 9<sup>th</sup> 2018. All tasks and activities much be completed by both parties by February 9<sup>th</sup> 2018.

**Support:** Dominion's Project Team and the Municipality are responsible for gathering, collaborating and exchanging required information among both parties for the entire initiation phase.

The Initiation Phase is comprised of three main tasks:

# 4. A Kickoff Meeting is conducted, to identify project requirements and activities, and to develop the foundation of the Project

Once the contract has been signed by both parties, Dominion's Project Manager will contact the Municipality's staff to schedule a Kickoff Meeting.

The objective of the meeting is to:

- Review Dominion's Phase Document;
- Key dates and deliverables;
- Review the draft project plan;
- And develop a communications plan with the Municipality

To achieve a working project plan for both parties, discussed items will include:

- Tabulator quantities;
- Tabulator delivery plan and schedule;
- Consumables;
- Election programming;
- Required resources;
- Demonstration tabulator units;

- Support and Training;
- Testing

A project is successfully kicked off when key items in the project plan are finalized and approved by key stakeholders. As an outcome of the kickoff, the Finalized Communication Plan is formulated.

# 5. Dominion establishes and completes process planning with Dominion's Project Team based on the discussed requirements during the Kickoff Meeting

Based on the key deliverables, key dates, and requirements discussed during the Project Kickoff, Dominion's Project Manager will develop efficient process plan documents with Dominion's Project Team. These processes will ensure efficient integration with required departments for a successful delivery of all project deliverables.

#### 6. Dominion works with the Municipality to define the Municipality's election project

After the completion of the project Kickoff, Dominion's Project Manager will provide the Municipality's Key Staff with Project Definition Forms. These from include the following:

- Election Database Form This form requires the Municipality's staff to list out Tabulator Names, Polling Location Names, Eligible Voters, Tabulators associated with Advanced Voting and Election Days, and applicable sub-divisions.
- Consumables Order Form Consumables may be ordered through the Project Manager. The Project manager will work with the Municipality to determine quantity of ballot boxes, marking pens, secrecy folders, print tape rolls, and tamper seals for tabulator memory card ports
- Tabulator Configuration Form The Municipality is expected to provide Dominion with Open Poll and Re-zero Password, number of results tapes to be printed by default and define error message options
- Ballot Quantity Form Ballot Quantities are determined by the number of eligible voters and its divisions. Dominion's Project Manager will work with the Municipality's Staff to coordinate the correct quantity for the Election. Ballot Quantities should include Logic and Accuracy Testing.
- Candidate List Form Dominion's Project Manager will provide the Municipality's Key Staff with the Candidate list form. This form is to be filled out and submitted on Close of Nominations Day.

The above listed forms will be provided to the Municipality during the initiation phase with its applicable due dates.

Phase 1 is completed once the Municipality and Dominion has an agreed upon communication plan and all required forms have been provided to the Municipality's Key Staff.



### PHASE 2 - CONSUMABLES VALIDATION AND TRAINING PACKAGE

The second phase in the project lifecycle is the Consumables Validation and Training Package.

**Duration:** Dominion has allocated 33 days for the consumables validation and delivery of training package phase from February 12, 2018 to March 28, 2018. All tasks and activities much be completed by both parties by March 28<sup>th</sup> 2018.

The following are the list of objectives for Phase 2:

4. The Municipality is required to complete and submit their finalized consumables order to Dominion's Project Manager.

**Support:** The Municipality is responsible for submitting their consumables form within the 11 days provided. Consumables quantities were initially discussed by both parties during the Kickoff Meeting. Although the 33 days has been allocated to include buffer time, the Municipality should be able to complete this form, within 15 days of completing the Kickoff Meeting. Dominion requires adequate lead time for some of the consumables. It is important that Dominion receives enough notice on the quantity of consumables required to meet the required schedule. Once the finalized version of the consumables order is submitted, Dominion's Project Manager will work with Dominion's Warehouse Specialist to arrange shipment.

# 5. Dominion's Project Manager is responsible for delivering the Municipality's Training Package by the end of Phase 2.

**Duration:** Dominion's Project Manager is responsible for delivering the complete training package to the Municipality's within the 33 days allocated for this phase.

The Training Package is created by Dominion's Product Specialist and Training Specialist. The content has been specifically designed to conform to municipal election requirements within Canada. The following items will be delivered as part of the Training Package:

- Training Outline The Training Outline provides the Municipality with the structure and program Election officials will be receiving during their training session. Dominion has provided draft Training Outlines under RFA Attachments – Attachment D – Training Documentation.
- Manuals Manuals will be provided to the Municipality for technical specifications for each component of Voter Tabulator Solution and Results Tally & Reporting Services.
   Dominion has provided sample user guides and troubleshooting guides under RFA Attachments – Attachment E – User Documentation.
- Tabulator Quick Reference Guides (QRG) Quick Reference Guides provide poll workers with step-by-step instructions from Polls Open to Polls Close. Dominion has



provided a sample QRG under RFA Attachments – Attachment D – Training Documentation.

- Logic and Accuracy Guide A Logic and Accuracy guide will provide the City with required steps to conduct testing on their solution. Dominion has provided a sample Logic and Accuracy Guide under RFA Attachments - Attachment E – User Documentation.
- Training Videos Dominion has training videos available for the purpose of Municipal Staff and Election Officials to review the tabulator process at their own pace.
- **Online Interactive Training Module** The online interactive training module provides end users to answer questions and engage themselves in the learning process.

# 6. At the end of phase 2, the Municipal staff is responsible for providing Dominion's Project Manager with their expected ballot quantities.

**Duration:** Initial ballot quantities will be discussed during the Kickoff meeting in the Initiation Phase. Although, ballot quantities may not be determined during the kickoff meeting, it will be a continued discussion by both parties throughout Phase 1. Dominion has allocated 33 days from the completion of the Initiation Phase for the Municipality to provide Dominion's Project Manager with Ballot Quantity requirements.

Ballot quantities should be defined by ballot style. Once Ballot Quantities have been confirmed, Dominion's Project Manager is responsible for notifying Dominion's print partner. Dominion's print partner requires notification in order to procure enough ballot paper for printing during execution.

Phase 2 is completed once Dominion receives and processes the Municipality's Consumables order, Training Package has been delivered to the Municipality and Dominion's Project Manager has informed Dominion's print partner of the Municipality's required ballot quantities.

# PHASE 3 - TABULATOR INTERFACE AND CONFIGURATION

The third phase in the project lifecycle is the Tabulator interface, configuration and integration of requirements validation.

**Duration:** Dominion has allocated 25 days for the tabulator interface and configuration phase from March 29, 2018 to May 2, 2018. All tasks and activities much be completed within the allocated time period.

The following are the list of objectives for Phase 3:

6. Election Event Database Form is completed by the Municipality and submitted to Dominion's Project Manager. This form provides Dominion's Programming Specialist a preliminary database to create a sample ballot for the Municipality. Once Dominion's

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Programming Specialist has configured the Municipality's election with the Municipality's branding, polling locations, tabulator names, and applicable subdivisions, the Municipality's first initial ballot draft is produced.

**Support:** The Municipality is responsible for submitting their Election Event Database Form within the 18 days provided from March 29<sup>th</sup>, 2018 to April 23, 2018. Although Dominion understands that defining the election database is an ongoing process, Dominion's Programming Specialist will require a preliminary database to provide the Municipality with a sample draft ballot. The Municipality's Election Event details were initially discussed by both parties during the Kickoff Meeting. The allocated 18 days is a sufficient time period for, the Municipality to be able to complete and submit this form. Dominion's Project Manager will be available for any discussion required throughout all phases of the project.

# 7. Tabulator Configuration form is completed by the Municipality and submitted to Dominion.

**Support:** The Municipality is responsible for submitting their Tabulator Configuration form within the 23 days provided from March 29<sup>h</sup>, 2018 to April 30<sup>h</sup>, 2018. Tabulator Configuration would have been discussed by both parties during the Kickoff Meeting. Although the 23 days has been allocated to include buffer time, the Municipality should be able to complete this form, within 30 days of completing the Kickoff Meeting. Dominion's Project Manager will be available for any discussion required for configuration.

The Tabulator Configuration form outlines the requirements settings for the Municipality Tabulator Solution. The Municipality's Staff is required to provide the following:

- Set warning messages for Overvote, Undervote, Blank and Ambiguous Ballots.
- Zero and Results tape quantity is by default set to 2. The Municipality is responsible for providing Dominion with the required number of tapes to be printed by default.
- Finally, the Municipality is responsible for informing Dominion of an 8 digit password for Opening Polls and a 6 digit password for re-zeroing the election files.
- 8. Dominion's Project Manager will provide the Municipality's staff with the first ballot draft for feedback on ballot layout and design. The first draft ballot consists of demo names. Finalized candidate names will be imported upon close of nominations. With feedback from the Municipality's Staff, the ballot's layout and design is finalized within Phase 3 and 4. This process ensures that all fine ballot design details are applied well before close of nominations.



**Duration:** Dominion's Programming Specialist is responsible for providing the Municipality with their first draft ballot by April 30<sup>th</sup> 2018. Please keep in mind that this task completion is dependent on the Municipality's submission of the Election Event Database form. Dominion's Programming Specialist will require a minimum of 5 days to complete a 1<sup>st</sup> draft ballot.

 The Municipality's Staff is required to provide feedback on the first draft ballot by the end of Phase 3. Feedback can include adjustments to the spacing of names, layout of contests, ballot headers, ballot footer and font size.

**Duration:** This task completion is dependent on Dominion providing the Municipality with a first draft ballot for review. From receiving the draft ballot for review, the Municipality will have till May 2<sup>nd</sup> 2018 to provide feedback.

**Please note:** Submission dates are open for discussion during the kickoff meeting and the project plan can be revised accordingly.

Phase 3 is successfully completed once Dominion receives feedback on the first draft ballot from the Municipality.

# PHASE 4 - HARDWARE DELIVERY AND TRAINING

The fourth phase in the project lifecycle is the hardware delivery and training.

**Duration:** Dominion has allocated 88 days for the Hardware Delivery and phase from May 2<sup>nd</sup>, 2018 to September 14<sup>th</sup>, 2018. All tasks and activities much be completed by both parties by September 14<sup>th</sup>, 2018.

The following are the list of objectives for Phase 4:

- 4. Dominion's Project Manager is responsible for providing the Municipality a second draft ballot, by the end of phase 4. Dominion's Programming Specialist is responsible for reviewing and applying the feedback provided by the Municipality on the first draft ballot. Please note that a second draft ballot is only produced if feedback was provided on the first draft ballot during phase 3.
- 5. Dominion Voting delivers the Municipality's voting equipment and consumables to the Municipality's required address.
- 6. Dominion's Project Manager will manage the shipment process via a shipment tracking number to ensure delivery is successful. The Municipality's staff is responsible for inspection of the equipment delivery to ensure there were no damages incurred during transit. Dominion's Project Manager will require a written confirmation ensuring that all packages were delivered successfully. Dominion is responsible for delivering all hardware equipment and consumables September 7<sup>th</sup> 2018.



# 7. Dominion's Training Specialist will provide an on-site Tabulator Training Session for Municipality's Staff.

The Training Session will be coordinated by Dominion's Project Manager with the Municipality during the project kickoff. A training outline would have been provided during Phase 2. The trainer will be responsible for providing the attendees with the required educational material for a full learning experience. Training will consist of a sit-down theoretical component and a hands-on practical component. Methods include in-person training session, documentation, and self-study materials, including online training. This training covers tabulator overview, open polls, scanning ballots, accessible voting equipment (if required), close polls, report creation, report verification, and troubleshooting. The Municipality is responsible for training poll workers; Dominion is only responsible for training the poll worker trainers on the voting solutions. The Train-the-Trainer approach is a much more cost-effective approach for the Municipality, and will ensure that Municipal staff can integrate any of their own processes into the poll worker training. Dominion is responsible for delivering training by September 14<sup>th</sup> 2018.

Phase 4 is successfully completed once Dominion and the Municipality have an approved ballot layout and design, the Municipality has signed off on hardware and consumables delivery, and Dominion has delivered an on-site training session to Municipal Staff.

# PHASE 5 - FINALIZE ELECTION PROJECT

The fifth phase in the project lifecycle is finalizing the Municipality's election project.

The objective of this phase involves the collection of final election programming data from the Municipality. Using this data, Dominion generates final ballot PDFs for printing, audio ballots (if required) and election memory cards.

**Duration:** Dominion has allocated 11 days for the Finalize Election Project phase from September 14<sup>th</sup>, 2018 to September 28<sup>th</sup>, 2018. All tasks and activities much be completed by both parties by September 28<sup>th</sup>, 2018.

The election programming and ballot creation is undertaken by Dominion's Programming Specialist. The allocated time period for Ballot Programming is on Close of Nominations Day (Friday, September 14<sup>h</sup>, 2018). The Withdrawal Deadline being Tuesday, September 18<sup>th</sup>, 2018, Dominion's Project Manager will wait for the Municipality's approval before finalizing the election project.

7. Upon Close of Nominations, the Municipality's Staff provides Dominion with the full candidate list and audio recording (if required) of the candidate names. Dominion's programming team will input the final election data into the Election Management System, and create a ballot PDF for each respective Ballot Style.

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Dominion will then update the election files. On Close of Nominations Day, Dominion's Project Manager will provide the Municipality's Ballot PDFs and Dominion's audio recording (if required) of candidate names for review and approval. It is the Municipality's responsibility to ensure all candidate names are accurate and pronounced correctly. If there are any changes to the candidate names on either the ballots or audio recording, the Municipality's must provide feedback on Close of Nominations Day. (Removal of any candidate names can take place until the withdrawal deadline.)

**Duration:** Activities on Close of Nominations Day must be completed within the allocated time period of 1 day, on Friday, September 14<sup>th</sup> 2018. 2:00 PM being the cut off period for all candidates to sign up, the Municipality will have 4 hours after 2 Pm to provide Dominion's Project Manager with the final candidate list. Past elections have shown that this is sufficient time for the City to provide this item to Dominion.

8. On Tuesday, September 18<sup>th</sup>, 2018 (withdrawal deadline), the Municipality is expected to provide Dominion with an updated and finalized candidate list (if applicable).

If required, Dominion will apply the changes and send the ballot PDFs and audio recordings to the Municipality for approval. When the Municipality is satisfied that the ballots are correct, they initial each ballot and sign off for accuracy. It is the responsibility of the Municipality to provide Dominion's Project Manager Notification to move to the next level: Ballot Printing and Memory Card Programming.

**Duration:** The Municipality will have until close of business on Tuesday, September 18<sup>th</sup> 2018 to inform Dominion of any changes to the candidate list.

9. Upon the Municipality's approval, the ballot PDF files are then provided to Dominion's local print partner (Royal Printer).

Dominion's local print partner (Royal Printer) is responsible for printing and shipping ballots to the Municipality's specified delivery address. Dominion is responsible for coordinating the shipping arrangements with the printer. The Municipality provides Dominion's Project Manager a Ballot Delivery Date during the Kickoff in Phase 1. Dominion's Project Manager is responsible for coordinating and meeting the Municipality's schedule with the Dominion's local print partner. The Municipality is responsible for notifying Dominion's Project Manager that the ballots have been delivered successfully.

**Duration:** Dominion's Project Manager will provide final ballot PDF files to the commercial printer (Royal Printer) on September 19<sup>th</sup>, 2018. When Dominion receives notification from the Municipality; the files will be forwarded to the commercial printer. Dominion has estimated that ballot printing and delivery will be completed by September 28<sup>th</sup>, 2018. Ballot delivery date will be discussed during the kickoff in phase 1. The project plan can be modified in accordance to revised dates.

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10. Upon receiving approval of the final ballot PDF files, Dominion's Election Programming team will complete programming and shipment of all memory cards, security keys and Results Tally and Reporting (RTR) Laptop.

The Municipality's memory cards and security keys are programmed under the supervision of Dominion's Programming Specialist. The Programming team will run an initial test on the election memory cards and keys to ensure accuracy of the election database. Once the initial test has been passed, Dominion's Warehouse Specialist will package and arrange shipment of the Municipality's election memory cards, security keys and RTR Laptop. It is the responsibility of the Municipality's staff to notify Dominion's Project Manager that the shipment has been successfully received.

**Duration:** Dominion will require 8 days to program, test and deliver the Municipality's memory cards, security keys and RTR Laptop. The allocated time period is from September 18<sup>th</sup>, 2018 to September 27<sup>th</sup>, 2018.

11. Once the Municipality has received the RTR Laptop, the Municipality can proceed with their Results Display Configuration (if required).

Dominion's Project Manager is responsible for providing the Municipality's Staff with Configuration Instructions. Once the instructions have been sent, it is the responsibility of the Municipality's Staff to notify Dominion's Project Manager that the instructions have been understood and will move forward with the configuration. If required, Dominion's Project Manager or Dominion's Technical Staff can provide telephone assistance to the Municipality's IT staff member with the Municipality's results display configuration. If assistance is required, the Municipality's Staff is responsible for contacting Dominions Project Manager to set a time and date for assistance with their results display configuration.

**Duration:** The complete results display configuration should take approximately 1 hour.

12. Dominion's Print Partner will require a minimum of 5 days to complete ballot printing activities. The Printer is required to deliver the Ballots to a single address within the Municipality. It is the responsibility of the Municipality's staff to notify Dominion's Project Manager that the Ballot shipment has been successfully received.

Phase 5 is successfully completed once Dominion's Project Manager has sent the final ballot PDFs to the Printer, the Municipality's Staff has provided Dominion with confirmation that their memory cards, security keys, RTR Laptop and Ballots were received, and the Municipality has successfully configured their Results Display.



# PHASE 6 - LOGIC AND ACCURACY TESTING

The sixth phase in the project lifecycle is Logic and Accuracy Testing.

The objective of Phase 6 is for the Municipality's is to ensure the functionality of the Vote Tabulator Solution and Accessibility Components (if required).

**Duration:** Dominion has included Logic and Accuracy Testing in the Project Plan within the timeframe of October 1<sup>st</sup>, 2018 to October 3<sup>rd</sup>, 2018 (to be completed any time within these 3 days). The length of time it will take for the Municipality to complete Logic and Accuracy Testing is also dependent on the number of personnel that the Municipality assigns to complete Logic and Accuracy testing. Logic and Accuracy Testing can be completed in a 1-day time frame if the Municipality designates 2 Municipal staff to complete Logic and Accuracy Testing. Please note, the duration will be variant per municipality based on the number of required vote tabulators.

**Support:** If required, Dominion can provide on-site support for Logic and Accuracy Testing. On-Site support will consist of overseeing the Municipality's Staff conduct Logic and Accuracy Testing. Dominion's on-site support representative will be responsible for answering any questions related to the Municipality's Tabulator Solution. The Municipality's Staff is responsible for conducting and completing logic and accuracy testing on the tabulator and accessibility components. If on-site support is not required, Dominion will provide telephone and email support for the Municipality during the entire Logic and Accuracy Testing phase. Dominion has included a sample Logic and Accuracy Testing Guide under RFA Attachments

The Logic and Accuracy Testing Phase is divided into 2 parts:

### 5. Vote Tabulator Solution Testing

Tasks Include:

- Stage tabulators and components
- Prepare Logic and Accuracy Test Statement Form
- Create hand-marked test deck
- Create accessible test deck using assistive devices (if required)
- Scan all test decks, close polls, print results tape
- Compare against expected results (test statement form)

### 6. Results Tally and Reporting (RTR) Testing

Tasks Include:

- Import election result files from tabulator memory cards into RTR Laptop
- Produce test results report from (RTR) Laptop
- Export test results to the Municipality's Website
- Compare test results against expected results (test statement form)

Once Logic and Accuracy testing is complete, the Municipality is responsible for finalizing logic and accuracy test results by sending Dominion's Project Manager a notice of final acceptance of the solution. Dominion will move forward with accepting a certificate of completion.

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Dominion's receipt of the Municipality's notice of final acceptance of the solution ensures the successful completion of Phase 6.

### PHASE 7 - ADVANCE VOTING PERIOD (October 10 - 18, 2018)

The seventh phase in the project lifecycle is Advance Voting Period.

Dominion's objective for Phase 7 is to monitor the Municipality's tabulator deployment.

**Duration:** Dominion has included the Municipality's Advance Voting Period in the Project Plan within the timeframe of October 10<sup>th</sup>, 2018 to October 18<sup>h</sup>, 2018.

**Support:** An on-site support representative will be provided based on the contractual request for the Advance Vote period. Dominion's on-site support will be responsible for troubleshooting and answering any questions related to the Municipality's Tabulator Solution. If on-site support is not required, Dominion will provide telephone and email support for the Municipality during the entire Advance Voting Period.

Advance Voting Period for Vote Tabulator Solution - During the Advance Voting Period, it is the responsibility of the Municipality's Staff to deploy the poll tabulators, consumables, and ballots to the required polling locations. Poll Workers will not produce results on Advance Poll tabulators until Election Night. Once Advance Voting is complete, it is the responsibility of the Municipality's Staff to pick up all tabulators from the polling locations.

Phase 7 is successfully completed once the voter tabulator solution is powered down in preparation for Election Day voting.

# PHASE 8 - ELECTION DAY - (October 20th 2018)

The eighth phase in the project lifecycle is Election Day.

Dominion's objective for Phase 8 is to monitor the Municipality's tabulator deployment, to ensure Advanced and Election Day polls have closed and to generate results reports.

**Duration:** The Duration of Election day will be 1 day from polls open to polls close (time of polls open and close polls to be provided by the Municipality).

**On-Site Support:** Dominion provides a dedicated on-site technical support staff for the Municipality's Election Day from polls open to polls close, located at the Municipality's central location. Dominion's on-site support representative is responsible for providing technical support related to the Municipality's tabulator and accessibility components. Dominion's on-site support will be equipped with a vehicle and a mobile phone to be accessible to all Election Officials.



**Telephone Support** – If an on-site support representative is not required by the Municipality, Dominion will offer telephone and email support for the Municipality's during the entire Election Day. Dominion will have a Help Desk Call Center to assist poll workers with any technical questions related to the vote tabulator solution.

**Election Night -** On Election Night, poll workers will close polls and produce results tapes for Advance Poll memory cards and Election Day memory cards. The Municipality is responsible for ensuring there is a process for poll workers to pack-up vote tabulators, ballot box with cast ballots and the election memory cards and seals. The Municipality is responsible for transferring the election memory cards and keys to the central location where results reports can be generated.

Once the election memory cards arrive to the Municipality's central location, Dominion's on-site support representative will provide assistance to the Municipality's Staff for loading election results. Advance Vote tabulator results files and Election Day tabulator results files are uploaded and integrated into the Results Tally and Reporting System. Dominion's Support Representative will assist with generating the Municipality's Unofficial Results Reports. Once the results report is created, Election Results are exported to the Municipality's Results Display (if required). Once, the Municipality's results have been loaded and all the Municipality's Staff's questions have been answered, Dominion's on-site support will be released of their on-site duties.

Phase 8 is successfully completed once the Municipality's Election Results Reports have been created and results have been exported to the Municipality's Results Display (if required).

# PHASE 9 - POST ELECTION

The ninth phase in the project lifecycle is Post Election duties.

**Duration:** Dominion has allocated 29 days for all post-election duties, from October 23, 2018 to November 30, 2018.

Dominion's objective for Phase 9 is to receive sign-off on all deliverables as successfully completed from the Municipality's, releasing project resources, and communicating the closure of the project to all stakeholders.

**Project Wrap-up Activities -** During Phase 9, final reports are confirmed, and lessons learned reports are consolidated. Dominion will address and close any open items.

**On-Site Debrief Meeting -** Dominion will contact the Municipality for an on-site debrief meeting. Dominion will seek formal approval from the Municipality on the delivery of the project. Lessons learned reports will be reviewed, for Dominion and the Municipality to update the internal knowledge base. Success factors and areas for improvement will be evaluated for process enhancement.

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Page **94** of **267** City of Vancouver - FOI 2018-573 - Page 275 of 865 **Recount -** The Municipality is responsible for informing Dominion of any recount. In the case of a recount, Dominion will initiate an on-site meeting to discuss recount process, milestones, key dates and deliverables.

Phase 9 is successfully complete once the Municipality and Dominion sign-off on the completion of the Municipality's Election Project.

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# D.4 Logic & Accuracy Testing Support

The Municipalities require that all equipment is properly tested and stored to ensure the integrity of the election. The Municipalities would consider several options relating to the storage and testing of *equipment, with the following requirements needing to be met:* 

#### *The Applicant will:*

• Applicant to conduct logic & accuracy testing on all machines to be used by each Municipality with the Chief Election Officer using a methodology in accordance with each Municipality's election bylaw (attached) and approved by the Chief Election Officer

Dominion agrees and will comply with this requirement.

• Provide to the Municipality documentation of the logic & accuracy testing

A Logic and Accuracy guide will be provided to the City and/or Municipality with required steps to conduct testing on their solution. A sample Logic and Accuracy guide has been included as an attachment to this response under RFA Attachments – Attachment E – User Documentation.

Assure secure storage of all machines and related equipment during and after testing, and prior to delivery to a specified site and acceptance of the equipment by each *Municipality* 

After the delivery of the vote tabulation and accessible solution from Dominion to the Municipality's warehouse, Dominion will not store the machines, or deliver them to any further specified location. Dominion will deliver the machines to the Municipality well in advance of the election period, in advance of Acceptance Testing, and the Municipality will receive the machines and secure them. A Dominion technician will be onsite during the Acceptance Testing process and the Logic and Accuracy Testing process, and will oversee and advise Municipal staff while Municipal staff perform the testing process. After each testing process is complete, the Municipality will secure and store the machines. The Municipality will deliver the machines to voting locations, and retrieve the machines from the voting locations back to the Municipal central storage location after the election. Dominion will retrieve the machines from the Municipality's central storage location after the election is over.

*Produce test reports for each machine* 

Dominion will provide test reports for each machine that is delivered to the City and/or Municipality. A test report is provided in the form of a results tape. A results tape is produced at the end of each test the machine undergoes.

Dominion will also provide a test report that ensures the accuracy and functionality of the system form end-to-end. This test report is produced through Dominion's Results Tallying and Reporting (RTR) System.



*Provide controls to address any related risks* 

In the instance there is a failure with the equipment or the components that were provided by Dominion, it will be replaced by the Dominion's Project Manager. It is the responsibility of the City and/or Municipality Staff to inform the Dominion's Project Manager of the failure.

Conduct an on-site sample audit of the machines with each Municipality's Chief Election Officer, Internal Audit resource and witness(es) identified by each Municipality in accordance with the respective election bylaw and as approved by each Chief Election **Officer** 

Dominion will ensure that the machines delivered to the City and/or Municipality is in accordance with the respective election bylaw and as approved by each Chief Election Officer.

# D.5 Training for Key Election Office Staff and Trainer/Developer

The Municipalities will require training for key Election Office staff and trainers who will in turn provide training to Voting Place staff. Comprehensive training materials, preferably in a format that can be adapted for each Municipality's use (such as Word or PDF), will be key in ensuring that all staff are comfortable using the machines and can perform basic troubleshooting.

*The Municipalities envision training for Election Office staff and trainers that:* 

Is instructor-led

Dominion's training session delivered to the City and/or Municipality is instructor-led.

*Is provided by an experienced, knowledgeable trainer* •

Dominion ensures to provide a training instructor that is experienced and knowledgeable on the products that the City and/or Municipality will use for their Election.

Includes all scenarios of ballot tabulator use •

Dominion ensures the training session delivered to City and/or Municipality will include all scenarios of the ballot tabulator. The training scenarios are covered in detailed in the attached training outline provided under RFA Attachments – Attachment D – Training Documentation.

Includes how to use any other equipment provided by the Applicant (e.g., touch-screen • *ballot marking devices, etc.*)

Dominion ensures the training session delivered to City and/or Municipality will include how to all of the equipment provided by Dominion. The training scenarios are covered in detailed in



the attached training outline provided under RFA Attachments – Attachment D – Training Documentation.

# • Includes training materials (both soft and hard copy) with visuals and step-by-step instructions

Dominion's Training Specialist will provide an on-site Tabulator Training, and Ballot Marking Device with Assistive Peripherals Training Sessions for City and/or Municipality Staff.

The Training Session will be coordinated by Dominion's Project Manager with the City and/or Municipality during the project kickoff. A training outline would have been provided during Phase 2. The trainer will be responsible for providing the attendees with the required educational material for a full learning experience. Training will consist of a classroom theoretical component and a hands-on practical component. Methods include in-person training session, documentation, and self-study materials, including online training.

- Day 1 of training will consist of the tabulator overview, open polls, scanning ballots, accessible voting equipment (if required), close polls, report creation, report verification, and troubleshooting.
- Day 2 of training will consist of setup and configuration of the Ballot Marking Device with use of the Assistive Peripherals, generating a ballot, and troubleshooting. The City and/or Municipality is responsible for training poll workers; Dominion is only responsible for training the poll worker trainers on the voting solutions. The Train-the-Trainer approach is a much more cost-effective approach for the City and/or Municipality, and will ensure that the City and/or Municipality can integrate any of their own processes into the poll worker training. Dominion is responsible for delivering training by September 14th 2018.

The Training Package is created by Dominion's Product Specialist and Training Specialist. The content has been specifically designed to conform to City election requirements within Canada. The following items will be delivered as part of the Training Package:

- Training Outline The Training Outline provides the Municipality with the structure and program Election officials will be receiving during their training session. Dominion has provided draft Training Outlines under RFA Attachments – Attachment D – Training Documentation.
- Manuals Manuals will be provided to the Municipality for technical specifications for each component of Voter Tabulator Solution and Results Tally & Reporting Services.
   Dominion has provided sample user guides and troubleshooting guides under RFA Attachments – Attachment E – User Documentation.
- Tabulator Quick Reference Guides (QRG) Quick Reference Guides provide poll workers with step-by-step instructions from Polls Open to Polls Close. Dominion has provided a sample QRG under RFA Attachments – Attachment D – Training Documentation.



- Logic and Accuracy Guide A Logic and Accuracy guide will provide the City with required steps to conduct testing on their solution. Dominion has provided a sample Logic and Accuracy Guide under RFA Attachments - Attachment E – User Documentation.
- **Training Videos** Dominion has training videos available for the purpose of Municipal Staff and Election Officials to review the tabulator process at their own pace.
- **Online Interactive Training Module** The online interactive training module provides end users to answer questions and engage themselves in the learning process.

# D.6 Ballot Design and Production Services

Statutory dates for the election cycle result in a tight timeframe (see deliverable dates indicated in **Annex 3**) between the declaration of official candidates and when ballots must be available for purposes of Special and Advance Voting Opportunities. Attention to detail is extremely important in the design of the ballot. The Applicant must:

Dominion provides dedicated professional service to ensure all databases being created for a customer are accurate and error-free. This includes the design of the ballot. Dominion understands the importance of the timelines defined in Annex 3. Our project plan and narrative reflect the proposed dates from Annex 3, and more details can be found under Tab 5 - D - D.3 Project Management.

### a) Design

• Be able to produce a ballot design within each Municipality-provided deadlines.

This will include providing the CEO and DCEO with several opportunities to review draft versions of the ballot, request amendments and provide approval

Dominion will provide the CEO, DCEO and required City and/or Municipality several opportunities to review draft versions of the ballot. More information about the proofing process can be found under Tab 5 - D - D.3 Project Management.

- *Produce a professional design that:*
- meets all legislated requirements

Dominion has reviewed the legislated requirements in detail and will ensure that the ballot design produced will meet all legislated requirements. Sample Ballots have been provided by Dominion that meet all the ballot design and specification requirements, which can be found under RFA Attachments – Attachment B – Sample Ballots.

• can accommodate a large number of candidates (120+) on a single page and paper side

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Page **99** of **267** City of Vancouver - FOI 2018-573 - Page 280 of 865 Dominion's Election Event Designer (EED) is used for developing and designing ballots. Dominion's system can accommodate a large number of candidates (120+) on a single page and paper side.

• is easy for voters to read and navigate

Dominion will ensure that the ballot is designed to allow voters to easily read and navigate.

• has the ability to accommodate special characters for candidates' names

Dominion's system has the ability to produce a ballot that can accommodate special characters for candidates' names.

• reflects information as it was provided to the Applicant (accurate)

Dominion will ensure that the ballot designed and produced by Dominion's system reflects the information provided by the City and/or Municipality.

• meets all ballot tabulator reading requirements; and,

Dominion will ensure that the ballot designed and produced by Dominion's system meets all ballot tabulator reading requirements provided by the City and/or Municipality.

• *is acceptable to the CEO* 

Dominion will work with the City and/or Municipality to ensure that the ballot design produced is acceptable to the CEO.

### **Ballot Defining and Approval Process:**

Dominion's Project Manager will provide the City and/or Municipality's staff with the first ballot draft for feedback on ballot layout and design. The first draft ballot consists of demo names. Finalized candidate names will be imported upon close of nominations. With feedback from the City's Staff, the ballot's layout and design is finalized within Phase 3 and 4. This process ensures that all fine ballot design details are applied well before close of nominations.

Dominion's Project Manager will provide the City and/or Municipality's staff with the first ballot draft for feedback on ballot layout and design. The first draft ballot consists of demo names. Finalized candidate names will be imported upon close of nominations. With feedback from the City and/or Municipality Staff, the ballot's layout and design is finalized within Phase 3 and 4. This process ensures that all fine ballot design details are applied well before close of nominations.

Duration: Dominion's Programming Specialist is responsible for providing the City and/or Municipality with their first draft ballot by April 30th 2018. Please keep in mind that this task completion is dependent on the City and/or Municipality's submission of the Election Event Database form. Dominion's Programming Specialist will require approximately 5 days to complete the 1st draft ballot (or sooner depending on scope).

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The City and/or Municipality's Staff is required to provide feedback on the first draft ballot by the end of Phase 3. Feedback can include adjustments to the spacing of names, layout of contests, ballot headers, ballot footer and font size.

Duration: This task completion is dependent on Dominion providing the City and/or Municipality with a first draft ballot for review. From receiving the draft ballot for review, the City and/or Municipality will have till May 2nd 2018 to provide feedback.

Dominion's Project Manager is responsible for providing the City and/or Municipality a second draft ballot, by the end of phase 4. Dominion's Programming Specialist is responsible for reviewing and applying the feedback provided by the City and/or Municipality on the first draft ballot. Please note that a second draft ballot is only produced if feedback was provided on the first draft ballot during phase 3.

#### **Final Ballot Production**

The election programming and ballot creation is undertaken by Dominion's Programming Specialist. The allocated time period for Ballot Programming begins with Close of Nominations Day (Friday, September 14th, 2018). The withdrawal deadline being Tuesday, September 18th, 2018, Dominion's Project Manager will wait for the City and/or Municipality's approval before finalizing the election project.

Upon Close of Nominations, the City and/or Municipality's Staff provides Dominion with the full candidate list and audio recording (if required) of the candidate names.

Dominion's programming team will input the final election data into the Election Management System, and create a ballot PDF for each respective Ballot Style. Dominion will then update the election files. During the Close of Nominations period, Dominion's Project Manager will provide the City and/or Municipality's Ballot PDFs and Dominion's audio recording of candidate names for review and approval. It is the City and/or Municipality responsibility to ensure all candidate names are accurately spelled on the ballots and pronounced correctly in the audio files. If there are any changes to the candidate names on either the ballots or audio recording, the City and/or Municipality's must provide feedback on upon receipt of the files. (Removal of any candidate names can take place up until the withdrawal deadline.)

Duration: Activities on Close of Nominations Day must be completed within the allocated time period of 1 day, on Friday, September 14th 2018. 2:00 PM being the cut off period for all candidates to sign up, the City and/or Municipality will have 4 hours after 2 Pm to provide Dominion's Project Manager with the final candidate list. Past elections have shown that this is sufficient time for the City and/or Municipality to provide this item to Dominion.

• Provide the Municipalities with ballot marking pen specifications or supply pens to be used to mark ballots

Ballot Marking Pens can either be purchased through Dominion or can be purchased locally. Dominion recommends the following marking pen specifications to be used to mark ballots:

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- Sharpie Fine Point Black Permanent Markers
- Mfg: Sanford
- Mfg #: 30001

### b) Supply

• Secure services of a printer within geographic proximity acceptable to each Municipality

Dominion's Project Manager will coordinate with the Royal Printer to ensure ballot production and ballot packaging meets delivery requirements and deadlines for the City and/or Municipality. It is the responsibility of the City and/or Municipality to provide Dominion's Project Manager with the City and/or Municipality's central address for ballot delivery. During Phase 1 and Phase 2, Dominion's Project Manager will ensure that the City and/or Municipality orders the correct amount of Ballot Quantity that includes ballots for Logic and Accuracy Testing, Public demos, Advance Voting and Election Day Voting.

• Coordinate with the printer for the production of ballots and ballot packaging

Dominion's local print partner (Royal Printer) is responsible for printing and shipping ballots to the Municipality's specified delivery address. Dominion is responsible for coordinating the shipping arrangements with the commercial printer. The Municipality provides Dominion's Project Manager a Ballot Delivery Date during the Kickoff in Phase 1. Dominion's Project Manager is responsible for coordinating and meeting the Municipality's schedule with the commercial printer. The Municipality's schedule with the the commercial printer. The Municipality's schedule with the the commercial printer. The Municipality is responsible for notifying Dominion's Project Manager that the ballots have been delivered successfully.

• Provide documentation that ballot paper is within specifications required for the optical ballot tabulators

Dominion has fully tested the paper requirements for our tabulators, and we ensure quality paper products are used during ballot printing. Ballot paper must be 8.5" wide, and can vary in length from 11" to 22". Dominion uses 100# text Rolland Opaque 80 as our standard paper stock.

# • Provide the second ballot with design features that make it easily differentiated from the first ballot (i.e., by size, colour, paper weight or texture) (optional)

The system is highly flexible, and can create a second ballot with design features that make it easily differentiated from the first ballot. Dominion has included two sample ballots with this proposal of varying sizes. These can be found under RFA Attachments – Attachment B – Sample Ballots.



• Provide ballots in an amount adequate for final Logic & Accuracy testing

Dominion will provide ballots with adequate lead time for final Logic and Accuracy testing.

Deliver ballots to each Municipality-specific location, according to dates as outlined in Annex 3

Dominion's Project Manager will provide final ballot PDF files to the Dominion's local printer partner (Royal Printer) on September 19th, 2018. When Dominion receives notification from the Municipality; the files will be forwarded to the printer. Dominion has estimated that ballot printing and delivery will be completed by September 28th, 2018. Ballot delivery date will be discussed during the kickoff in phase 1. The project plan can be modified in accordance to revised dates.



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# Tab 5 - E - Municipalities Provided

The following information will be provided by each Municipality:

- Races
- Candidate names and associated parties. Note that some candidates may have names with special characters that need to be accommodated on the ballot.
- *Referenda-type questions, should they be required*

*Each Municipality will provide access to the following personnel:* 

- Chief Election Officer
- Deputy Chief Election Officer
- Election Manager/Lead
- Technical support
- Subject matter experts, as required

Dominion acknowledges that the Municipalities are responsible to provide the above information.



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## Tab 5 - F - Acceptance Criteria

#### System security certification

Dominion's system is certified to the U.S. Federal Election Assistance Commission (EAC) VVSG 2005 standards. Please see EAC Certificate under Tab 12 – Forms and Certificates.

#### Access to final software(s) source code (for auditing purposes)

Dominion will place the source code in escrow. The customer can request access to this escrow and review the code in a controlled environment.

#### Demonstration of function for each machine and all accessories

Dominion will be pleased to provide a functionality demonstration of all ImageCast X, ImageCast Precinct and accessories to the City of Vancouver and the Lower Mainland Municipalities, as part of the RFA bidding process.

Additionally, Dominion has provided specific Project Plans and narratives describing all implementation phases for the City of Vancouver and the Lower Mainland Municipalities. Dominion has also included in its project plan intensive training and detailed documentation for election workers, to demonstrate functionalities.

#### Documentation of operational test results for each machine indicating 100% normal function.

Dominion's Democracy Suite platform, including the ImageCast Precinct tabulator, and ImageCast X Touchscreen terminal, are fully certified to the U.S. Federal Government Election Assistance Commission (EAC) VVSG 2005 standards, the most stringent voting system standards in the world. Certification includes exhaustive testing by EAC-accredited test labs, which issue detailed test reports on the system. Please see the EAC website for full details, including successful test report information.

#### Visual inspection of all equipment and accessories

Dominion will conduct pre-ship testing on all machines and accessories to ensure the functionality of the Vote Tabulator Solution and Accessibility Components, before shipping all equipment to the municipalities. Once the Municipalities receive the equipment, Acceptance Testing will be performed by municipal staff (under Dominion onsite supervision), to inspect and confirm the equipment is in working order. Further testing is executed during the Logic and Accuracy Testing process closer to election time.

# *L&A testing that meets Municipality bylaw requirements, the Municipality's IT approval and the Municipality's Internal Audit approval*

Dominion will provide instructions and onsite oversight during Logic and Accuracy testing procedures, following our standard process which we have used in thousands of successful

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Page **107** of **267** City of Vancouver - FOI 2018-573 - Page 288 of 865 election system deployments. Please see the Logic and Accuracy guide included as an attachment in this proposal.

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## Tab 6 – Key Personnel

Identify and provide professional biographical information for the key personnel that would perform the Applicant's work, outlining their intended roles in performing the Services. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.

#### Steve Papoulias, BSc - Project Director

Steve Papoulias has ten years of experience designing, testing, implementing, and deploying applications enterprise wide, with a strong focus on product efficiency. Most recently, Steve serves as the key Project Manager and integral part of deploying and administering election systems in Ontario, Alberta, Manitoba, British Columbia, and New Brunswick. As Director of Operations in the North, Steve manages all implementations across Canada as well as Illinois (including Chicago and Cook County), Minnesota, Wisconsin, Alaska and Michigan. Stationed in Toronto, he ensures the smooth deployment of the voting solution as a direct liaison to customers. Prior to joining Dominion, Steve spearheaded the development and implementation of applications of advanced system technology to optimize corporate strategic planning efforts. Steve holds a BSc from the University of Ottawa as well as an Applied Information Technology Diploma from the IT Institute of Ottawa.

#### Project Role and Responsibilities

As the Project Director, Steve Papoulias will be accountable for the management of the Agreement on behalf of Dominion Voting Systems. He will be available for any decisions that are escalated to him by the Project Supervisor. Steve will have full authority with respect to authorizing financial commitment and assigning or re-assigning resources as needed to provide the Deliverables and Services as per the Agreement. Steve will ensure that a sufficient amount of backup resources are available to fulfill all roles in providing the Deliverable and Services.

#### Liam Maley - Project Manager

Liam is based in British Columbia, and is a key member of Dominion's Customer Service Team, with over eleven years of Election experience with Dominion. Liam has comprehensive knowledge of election automation deployments using Poll Tabulators, Accessibility Voting solutions, central count tabulation, and Internet Voting, in addition to peripheral services such as ballot printing, testing, and provision of supplies.

Positioned in BC, Liam's primary role is implementing and supporting election systems across Canada. He has wide experience managing election system deployments, leading projects in jurisdictions across the country, including BC, Alberta, Ontario, Newfoundland, and Yukon. In 2014, Liam managed deployments in over 30 Ontario municipalities. Liam also managed the 2014 Abbotsford BC election project. He has also served as the prime project manager for ongoing Elections Ontario provincial election deployments, including several 2016 provincial by-elections.

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As one of Dominion's most experienced Project Managers, Liam is committed to executing successful election projects while maintaining long-term client relationships.

#### Project Role & Responsibilities

As the Project Manager, Liam Maley will be accountable for the successful delivery of the election project. He will be available for ongoing interaction and pre-determined meetings with Municipal Staff, from initiation to the closing phase of the project. Liam will be responsible for reviewing, documenting and reporting the implementation status, issues, and points for escalation. While managing Dominion's project team, Liam will be the direct line of communication for all Municipal Staff. Liam will be a committed participant in all regular meetings with the Municipality concerning this Agreement, and will attend all ad hoc meetings as required via conference call at the Municipality's option. Liam will also handle all service requests, resolution management related to human resources and technical and implementation issues identified by the Municipality. As the Project Manager, Liam will be responsible for creating and managing a detailed project plan, including all key deliverables, timelines and coordinating the resources assigned to the Corporation's Election Project. Liam will ensure to manage the Project Plan and update all required project artifacts.

### Nirthicaa Nalenthiran, BA (Hon), PMP – Project Supervisor

Nirthicaa has been with Dominion for nearly six years and holds a BA (Hon) from the University of Toronto and has obtained her PMP Certification. Nirthicaa started with Dominion as a Quality Assurance Analyst and then moved into the service department as a Customer Relations Manager. As a QA Analyst Nirthicaa was responsible for facilitating the application delivery components of multiple IT technology projects and managing and configuring test environments to assure certification of products. She has a strong ability to lead complex cross-functional project teams, with a solid record of delivering leading edge products with 100% satisfaction.

Nirthicaa has over six years of experience in project management, client services, programming elections, technical and election support in all system types. Nirthicaa leads and works with cross-departmental teams, including development and operations, to maintain schedules, budget and in-scope requirements, lead deployments, coach and mentor team members and develop management plans. She is responsible for simultaneously managing over 40 provisional and municipal projects and leads full deployment of the client administrative application and end user portals for all ImageCast Precinct accounts.

She contributes to state level certification efforts of products, understands the requirements for use of an election system in United States and Canada. When necessary Nirthicaa participates as part of a team defining requirements, preparing and testing certification projects, and participating in state Certification processes, provides service to the ORG team, assisting them to complete comprehensive system testing prior to beginning state certification efforts. She continuously works to build an understanding of customer needs and expectations.

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#### Project Role and Responsibilities

As the Project Supervisor, Nirthicaa Nalenthiran will be responsible for working with the Project Manager to ensure that the scope and direction of each defined deliverable is on schedule, within cost, and aligned with the Municipality's processes. She will periodically review all project reports submitted to her by the Project Manager. Nirthicaa will be responsible for establishing project control processes, and approve any change management procedures. Nirthicaa is responsible for making any decisions that are escalated to her by the Project Manager.

#### Yvonne Cai, BA (Hon), - Programming Specialist

Yvonne has extensive experience in the training and delivery of Dominion products. This includes creating poll worker guides and other training materials, programming election projects, and providing on-site election support. Yvonne also has a background in voting system accessibility and usability. She has worked with various disability organizations to ensure Dominion's products are accessible to all voters.

Yvonne's recent implementation experience includes the 2016 province-wide Municipal Elections in New Brunswick, Canada (with over 1,700 polls, 378 races, and 534 ballots styles). This was a fully bilingual (English/French) solution, where all ballots were bilingual, as well as tabulator voter messages. Elections New Brunswick also used the Poll Matrix for poll-level results reporting on Election Night. Yvonne has also programmed on-going by-elections in New Brunswick.

Yvonne is an extremely proficient technical resource, with consistent and thoughtful attention to detail. Since 2014, Yvonne has programmed elections for all Elections Ontario provincial byelections, including the recent by-election in Whitby-Oshawa. In 2014, Yvonne also programmed the Elections Ontario General Election, with 107 different ballot styles. That same year, Yvonne programmed municipal elections for over 100 municipalities in Ontario, as well as municipal elections in Winnipeg, Kamloops, Coquitlam, and Abbotsford. Yvonne continues to support customers across the country, as well as for counties in Minnesota and Wisconsin.

#### Project Role and Responsibilities

As the Programming Specialist, Yvonne Cai will be accountable for the Programming of all City of Vancouver and Municipalities' Election Events and the production of Audio Ballots. Yvonne will be available and committed to participate in all required meetings with City of Vancouver and Municipalities concerning the Programming of the Election. Yvonne is responsible for creating City of Vancouver and Municipalities' Election Database as per the requirements set out by City of Vancouver and Municipalities' Project Team. Deliverables the Yvonne Cai will be responsible for producing includes, ballot layout and design, importing City of Vancouver and Municipalities' Election Event Data into EMS, producing English audio files for Audio Ballots, and ensuring ICX and vote tabulator options meet City of Vancouver and Municipalities' requirements. Yvonne will be accountable for meeting with Dominion's Project Managers to ensure accuracy of all programming deliverables for City of Vancouver and Municipalities.

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#### Nick Mantzios, BA (Hon) - Product Specialist Lead

Nick brings with him eight years of experience in a multitude of platforms across the company. Over the course of his time with Dominion, he has been responsible for assembly line manufacturing of equipment, quality assurance, diagnostics and repair, election officials training and system implementations. Working alongside other Dominion staff, Nick started as an Assembly Line Specialist for the company's very first tabulator. Later in his career, Nick was deployed to oversee and provide support to the production and acceptance of over 4,500 voting tabulators and accessible voting terminals in New York State. Having supported countless elections across Canada and the United States, he is able to provide an extensive foundation of knowledge from process and execution strategies, to the hardware and software aspects of the Democracy Suite product line. Now working as a Product Specialist, Nick provides his expertise in a variety of scopes, to a number of customers with different requirements across the continent.

#### Project Role and Responsibilities

The Product Specialist Lead will provide support to the project team and the City of Vancouver and Municipalities for the duration of the project. As the Product Specialist, Nick Mantzios, will be responsible for the technical architecture (Hardware, software, database and network) decisions for the Voting Solution. As the Product Specialist, Nick will coordinate with the Project Manager and Training Specialist to establish technical documentation and training material for the election project. He will review and approve the finalized training program and technical guides, while acting as a substitute if the Training Specialist is unavailable. Nick will use his product knowledge and training expertise to deliver effective project documentation that includes theory and practical information.

#### John Vlahos, MA, BA (Hon), BEd - Training Specialist

John Vlahos is a Product Specialist at Dominion. John has extensive experience with Dominion products, working on all aspects of hardware deployed during elections. His work includes onsite election support, programming ballots, testing, resolving product issues, and undertaking product implementation. John holds a Master's degree and a Bachelor of Education, and is therefore also an exceptional provider of training and education; this has included training for Elections Ontario's 2014 Municipal Elections at locations across the province. Prior to joining Dominion, John worked for the Ontario Soccer Association (OSA), delivering excellent customer service to 10,000 match officials across the province. While in this role, he oversaw match official development and provided online educational options, as the OSA implemented a more modern pedagogy. John also has strong interpersonal skills, which is fundamental when assisting Dominion customers in understanding and navigating Dominion's products, and in providing the education and support required to effectively problem-solve any issues that they may encounter.

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#### Project Role and Responsibilities

As the Training Specialist, John Vlahos will coordinate the required material with the Product Specialist to write and assemble training material for new training programs, review and modify existing training programs and act as the primary trainer for the City of Vancouver and Municipalities. The Training Specialist will work closely with the Product Specialist to align all training research, artifacts and material to its appropriate training audience. John will support the development and refinement of training modules and collaborate with the necessary resource groups to assist with the training development.

#### Irina Rujevic, BEc, ISTQB - Quality Assurance Lead

Irina has over fourteen years of work experience and works as a Product Specialist for Dominion. She has nine years of experience in the financial industry as a Financial Analyst and Chief Accountant, as well as over four years in the IT industry as a Quality Analyst. She has extensive knowledge in web testing, windows and mobile applications and experience as a Business Analyst. Irina is proficient in various types of testing (regression, sanity, stress, load, user acceptance, integration testing etc.). She graduated from the Faculty of Economy in Belgrade, Serbia and holds an international certification ISTQB as a certified tester.

#### Project Role and Responsibilities

As the Quality Assurance Lead, Irina Rujevic is accountable for planning, and executing endend testing activities and tasks associated with City of Vancouver and Municipalities' Voting Solution. The Quality Assurance lead is responsible for collaborating with Dominion's Project Manager, Programming Specialist and Product Specialist to ensure City of Vancouver and Municipalities' Voting Solution functions as required by the Agreement. At the outset of the project, the Quality Assurance lead will devise test objectives, organization test policies, test strategies and test plans. The Quality Assurance lead is responsible for completing an internal end-to-end test before a ballot PDF has been sent to the commercial printer. An internal end-to end test will also be completed by the Quality Assurance Lead, once the commercial printer provides Dominion with a sample batch of printed ballots for testing. The Quality Assurance Lead is responsible for providing Dominion's Project Team with test summary reports.

#### Jason Taylor, CPIM, PMAC - Warehouse Specialist

Jason has over fifteen years of experience in Supply Chain Management and is an integral member of Dominion's warehouse and inventory control efforts. Prior to joining Dominion, Jason controlled warehousing and inventory for BMS Wireless and provided inventory management, systems infrastructure set up and support at AMD. Jason holds a postgraduate certificate in Global Logistics and Supply Chain Management from Seneca College.

#### Project Role and Responsibilities

As the Warehouse Specialist, Jason Taylor will be responsible for managing the Dominion Warehouse spare parts and inventory is tracked and managed. The Logistics and Distribution

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Page **113** of **267** City of Vancouver - FOI 2018-573 - Page 294 of 865 Manager will coordinate with Dominion's Project Manager for any inventory the City of Vancouver and Municipalities' Warehouse requires replenishing/replacing. Jason will be responsible for coordinating Dominion's Warehouse storage, shipment, transportation and delivery of goods while liaising and managing repair and/or replacement that cannot be handled by City of Vancouver and Municipalities' Staff. Dominion's Project Manager will coordinate with Jason in the instance a repair and/or replacement is required for City of Vancouver and Municipalities' voting equipment.

#### John McKinstry - Project Assurance Manager

John is a key member of Dominion's client services team, with experience in implementation and support of election automation for a range of jurisdictions and system types. This includes project management services for municipalities using poll tabulation, central count postal ballot tabulation, accessible voting solutions, census form scanning systems, ballot printing, provision of supplies, and training. John has worked for 30 years in the IT sector, serving as customer liaison for technical implementation projects, and ensuring customer requirements and satisfaction are met. John holds a BA (Hon) from the University of Toronto, and has been with Dominion for 11 years.

#### Project Role and Responsibilities

As the Project Assurance Manager, John McKinstry will ensure customer satisfaction and assist the Project Manager when necessary throughout the life of the contract. When carrying out his duties, John McKinstry will provide support in two aspects: ensuring that the project is delivered on time and increasing when possible quality of service or support when required. Dominion's commitment to incorporate feedback from the City and Municipalities will be John's main responsibility. John's role will increase communication channels between the City and Municipalities which will in turn increase confidence in the project's implementation and customer satisfaction.

#### References

Dominion has provided two (2) references of previous relevant projects for each team member under Tab 7 – References.

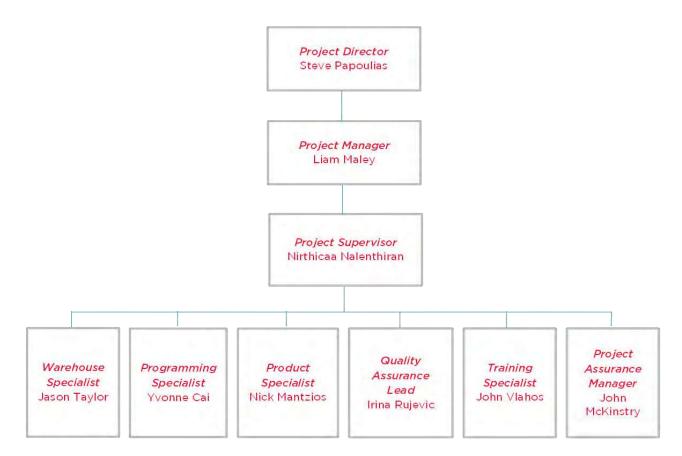
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### Project Team

The Project Director will be the senior executive available for any decisions that cannot be handled by the Project Manager. The Project Manager reviews project status reports submitted by the Project Supervisor to ensure deliverables are within scope, and handles decisions escalated by the Project Supervisor. Dominion's Project Manager has assigned resources that are dedicated to the City's project. These resources are assigned from each department within Dominion, and are the main point of contact for their department throughout the election project. Each resource has the responsibility to fulfill and lead a team to complete their department's requirements for the project.

The following chart demonstrates the project team organization for this Election Project.



\*Team is subject to change with written approval from the City of Vancouver and Lower Mainland Municipalities BC.

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## Tab 7 – References

### **Company References**

a. Minimum two references from Canadian municipalities with a total of registered voters exceeding 200,000.

Below are a large number of Dominion governmental references, drawn from across Canada, to show the depth of our experience, and our ability to deliver successful election automation projects from coast to coast.

#### City of Ottawa, Ontario

- Population 934,000
- Scope of Services:
  - 2014 Municipal Election
  - 400 ImageCast tabulators (300 ImageCast Precinct tabulators and 100 ImageCast Evolution tabulators), Accessible Voting Ballot Marking solution, Modem Results Transmission, turnkey Project Management and Support
- Contact:
  - o Tyler Cox
  - o Elections Manager
  - o 613-580-2424, Ext. 15636
  - o Tyler.Cox@ottawa.ca

#### City of Winnipeg, Manitoba

- Population 705,000
- Scope of Services:
  - 2010 and 2014 Municipal Elections
  - 230 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Graphical Results Display, Mobile Ballot Printing Module, Poll-Level Results Capture and Reporting, turnkey Project Management and Support
- Contact:
  - o Marc Lemoine
  - Deputy City Clerk
  - o **204-986-7131**
  - o <u>MLemoine@winnipeg.ca</u>

#### City of Hamilton, Ontario

- Population 537,000
- Scope of Services:
  - o 2014 Municipal Election

- 250 ImageCast tabulators (225 ImageCast Precinct tabulators and 25 ImageCast Evolution tabulators), Accessible Voting Ballot Marking solution, Results Transfer Module, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - o Tony Fallis

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- Manager of Elections
- o 905-546-2424, Ext. 2753
- o tony.fallis@hamilton.ca

#### City of Denver, Colorado (re: ICX Tablet Touchscreen Deployment)

- Population 682,000
- Scope of Services:
  - 2016 General Election
  - 300 ImageCast X (ICX) Tablet Touchscreen Voting Terminals (with attached Ballot Marker Device to print paper ballot for tabulator scanning), plus 12 ImageCast Central high-speed tabulators, turnkey Project Management and Support
- Contact:
  - Amber McReynolds
  - Director of Elections
  - o **720-865-4850**
  - o <u>amber.mcreynolds@denvergov.org</u>

#### City of Kamloops, British Columbia

- Population 90,000.
  - Scope of Services:
    - o 2005, 2008, 2011, and 2014 Municipal Elections
    - 21 CF200 tabulators, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - Cindy Kennedy
  - Corporate Officer
  - o **250-828-3485**
  - o <u>CMkennedy@kamloops.ca</u>

#### City of Oakville, Ontario

- Population 194,000
- Scope of Services:
  - o 2006, 2010, and 2014 Municipal Elections
  - 56 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Results Transfer Module, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - o Kim Galione
  - Senior Manager- Legislative Services
  - o 905-815-6030, Ext.6030
  - o kim.galione@oakville.ca

#### City of Burlington, Ontario

- Population 176,000
- Scope of Services:

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- o 2010 and 2014 Municipal Elections
- 51 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Internet Voting System, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - Angela Morgan
  - City Clerk
  - 905-335-7600, Ext. 7702
  - o angela.morgan@burlington.ca

#### City of Lethbridge, Alberta

- Population 93,000.
  - Scope of Services:
    - $\circ$   $\,$  2004, 2007, 2010, and 2013 Municipal Elections
    - 35 CF200 tabulators, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - o Aleta Neufeld
  - o City Clerk
  - o 403-320-4083
  - o <u>aleta.neufeld@lethbridge.ca</u>

#### Strathcona County, Alberta

- Population 98,000 (part of the Edmonton metropolitan area)
- Scope of Services:
  - 2010 and 2013 Municipal Elections
  - 50 ImageCast Precinct tabulators, Graphical Results Display, Mobile Ballot Printing Module, turnkey Project Management and Support
- Contact:
  - Jacqueline Roblin
  - o Manager- Legislative Services
  - 780-464-8060
  - o Jacqueline.Roblin@strathcona.ca

#### **Elections New Brunswick**

- Provincial electoral body running municipal elections in over 100 New Brunswick municipalities, as one single election project
- Population 750,000
- Scope of Services:
  - 2016 Province-Wide Municipal Elections, 2014 Provincial Election, 2012 Province-Wide Municipal Elections, 2010 Provincial Election, 2008 Province-Wide Municipal Elections
  - 778 Dominion tabulators (721 CF200 tabulators and 57 ImageCast Precinct tabulators), Accessible Voting Ballot Marker Device, Results Transfer Module, Mobile Ballot Printing Module, Poll-Level Results Capture and Reporting, Graphical Results Display, turnkey Project Management and Support
- Contact:

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- o Craig Astle
- Director of Operations
- o **506-457-7354**
- o <u>Craig.Astle@gnb.ca</u>

#### City of St. John's, Newfoundland and Labrador

- Population 109,000
- Scope of Services:
  - 2005, 2009, and 2013 Municipal Elections
  - ImageCast Central high speed tabulators for City-wide Vote-by-Mail elections, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - Elaine Henley
  - City Clerk
  - o 709-576-8202
  - o Ehenley@stjohns.ca

#### City of Whitehorse, Yukon

- Population 28,000
- Scope of Services:
  - 2015 Municipal Election
  - o 12 ImageCast Precinct tabulators, turnkey Project Management and Support
- Contact:
  - o Norma Felker
  - Assistant City Clerk
  - o **867-668-8622**
  - o Norma.Felker@whitehorse.ca

#### **Elections Ontario**

- Provincial electoral body running provincial elections in Ontario
- Population 13,500,000
- Scope of Services:
  - 2014 Provincial Election, 2011 Provincial Election, and regular Provincial By-Elections
  - 144 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, turnkey Project Management and Support
- NOTE: Dominion was recently awarded the contract for Elections Ontario's purchase of 6,000 ImageCast Precinct tabulators, for the 2018 Provincial Election and future elections. This large-scale project is currently underway, and will be the largest tabulator deployment in Canadian history.

- Contact:
  - Lindsay Rodenkirchen
  - Program Manager, Voting Automation Integration
  - o 416-616-8817
  - o lindsay.rodenkirchen@elections.on.ca

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#### City of Guelph, Ontario

- Population 132,000
- Scope of Services:
  - o 2006, 2010, and 2014 Municipal Elections
  - 50 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Internet Voting System, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - Stephen O'Brien
  - o City Clerk
  - o 519-822-1260, Ext. 5644
  - o stephen.obrien@guelph.ca

#### City of Cambridge, Ontario

- Population 130,000
- Scope of Services:
  - 2014 Municipal Election
  - 55 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Internet/Telephone Voting System, Graphical Results Display, turnkey Project Management and Support
- Contact:
  - o Michael Di Lullo
  - o City Clerk
  - o 519-740-4680, Ext. 4585
  - o DiLulloM@cambridge.ca

#### City of St. Catharines, Ontario

- Population 133,000
- Scope of Services:
  - 2006, 2010, and 2014 Municipal Elections
  - 58 ImageCast Precinct tabulators, Accessible Voting Ballot Marker Device, Graphical Results Display, turnkey Project Management and Support

- Contact:
  - Bonnie Nistico-Dunk
  - City Clerk
  - o 905-688-5601, Ext.1506
  - o <u>bdunk@stcatharines.ca</u>

### Personnel References

Personnel	Role	Reference
Steve Papoulias, BSc, DipAIT	Account Manager	<ol> <li>Elections New Brunswick Craig Astle Director of Operations Contact information: (506) 457-7354 E-mail: craig.astle@gnb.ca</li> <li>Elections Ontario Lindsay Rodenkirchen Program Manager, Voting Automation – Integration Contact information: 416-616-8817 E-mail: lindsay.rodenkirchen@elections.on.ca</li> </ol>
Liam Maley	Project Manager	<ol> <li>City of Lethbridge, AB Aleta Neufeld (City Clerk) Contact information: (403) 320-4083 E-mail: <u>aleta.neufeld@lethbridge.ca</u></li> <li>City of Cambridge, ON Michael Di Lullo (City Clerk) Contact information: (519) 623 –1340 E-mail: <u>DiLulloM@cambridge.ca</u></li> </ol>
Nick Mantzios, BA (Hon)	Technical Staff	<ol> <li>City of Kamloops, BC Cindy Kennedy Corporate Officer Contact information: (250) 828 – 3485 E-mail: <u>cmkennedv@kamloops.ca</u></li> <li>Elections Alberta, AB Drew Westwater Director, Elections Operations and Communications Contact information: (780) 427-1038 E-mail: <u>drew.westwater@elections.ab.ca</u></li> </ol>
Nirthicaa Nalenthiran, BA (Hon), PMP	Trainer	<ul> <li>1. City of Hamilton, ON Nancy Nestor IT Project Manager Contact information: (905) 546 – 2489 E-mail: <u>nancy.nestor@hamilton.ca</u> OR</li> <li>Tony Fallis Manager of Elections Contact information: (905) 546-2424 ext 2753 E-mail: <u>Tony.Fallis@hamilton.ca</u></li> </ul>

#### b. Minimum two references per proposed personnel resource dedicated to the project

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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2. City of St. Albert, ON
Mary Nordvedt
Deputy City Clerk
Contact information: (780) 459 – 1706
E-mail: mnordvedt@stalbert.ca

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## Tab 8 – Subcontractors

List all of the subcontractors that the Applicant proposes to use in carrying out its work under an Agreement, or state that the Applicant does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Applicant may be limited to using subcontractors listed in its Application.

Dominion is not using subcontractors in this proposal. However, Dominion will use our certified ballot printing partner Royal Printers, Ballot Printing and Delivery, Address: Royal Printers, 520 12th Street, New Westminster, BC, V3M 4H9.

Royal Printers has been certified with Dominion Voting Systems since 2008 and has gone through 3 election cycles with Dominion Voting Systems. Royal Printer has worked with Dominion to deliver City of Kamloops, City of Coquitlam and City of Abbotsford's live election ballots.



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## Tab 9 – Pricing

Should be in accordance with Part A of the RFA, and, which should include a completed table in the following form: Please refer to Annex 4 for details. Note: Make sure the table is in accordance with Part A, Section 7.

### 1. <u>City of Vancouver</u>

Please find Annex 4 form for the City of Vancouver in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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#### Pricing Breakdown - City of Vancouver

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Below is the detailed pricing breakdown for the City of Vancouver, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
Voting Technologies			
<ul> <li>ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)</li> </ul>	159 units (155 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$1,300	\$206,700
<ul> <li>ImageCast X Tablet-Touchscreen Voting Terminal (21" Screen) with Ballot Marker Printer (including 1 Voter Activation Smart Card)</li> </ul>	152 units (150 units for use on Advance Voting Days, and Backup. Plus 2 units for training)	\$1,910	\$290,320
<ul> <li>ImageCast X Tablet-Touchscreen Accessible Voting Component (Headset, ATI Hand-Held Controller, Paddles, Sip-and-Puff with 10 straws)</li> </ul>	13 units (1 per Advance Voting location, with estimated average of 13 simultaneous Advance locations)	\$589	\$7,657
<ul> <li>ImageCast X Smart Card Writer (for attachment to City's Voter List strike- off laptop, to burn Voter Activation Cards for voters during Advance Voting). Includes 1 Technician Smart Card and 1 Poll Worker Smart Card.</li> </ul>	13 units (1 per Advance Voting location, with estimated average of 13 simultaneous Advance locations)	\$30.62	\$398
<ul> <li>Additional ImageCast X Voter Activation Smart Cards</li> </ul>	300 units (2 cards per ICX unit)	\$6.42	\$1,926
Subtotal			\$507,001

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
Additional Voting System Items			
<ul> <li>Large Cardboard Ballot Box</li> </ul>	159 units (155 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$50	\$7,950
<ul> <li>Okidata 331dn Laser Mobile Ballot Printer (to print ballots on demand)</li> </ul>	2 units	\$602	\$1,204
<ul> <li>Printed Ballots for Voting Days (8.5" by 17")</li> </ul>	290,000 ballots	\$0.25	\$72,500
<ul> <li>Printed Ballots for Mail Balloting (8.5" by 17")</li> </ul>	50,000 ballots (3,000 of these will be folded)	\$0.25	\$12,500
Subtotal			\$94,154

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Democracy Suite Software		
<ul> <li>Election Management System (EMS) License</li> <li>Includes the following components: <ul> <li>Election Event Definition Module</li> </ul> </li> <li>Election Event Definition Module</li> <li>License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module</li> <li>License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$18,000
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$7,000
Accessible Voting Ballot License	Flat Rate Charge	\$7,000
<ul> <li>Mobile Ballot Printing Module License</li> <li>To allow printing on demand of ballots by election officials at remote locations</li> <li>Customer to provide laptops to run the Mobile Ballot Printing Module</li> <li>Customer will install the Mobile Ballot Printing Module and the Ballot PDFs on each laptop, following Dominion's installation instructions.</li> </ul>	Flat Rate Charge	\$3,000
Subtotal		\$35,000

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Professional Services			
<ul> <li>Implementation Services</li> <li>Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution</li> </ul>	Flat Rate Charge		\$32,500
<ul> <li>Asian Language Implementation Services</li> <li>Dominion labour to implement Asian languages on the ImageCast X Touchscreen units (visual and audio)</li> <li>City has requested 5 Asian languages: Mandarin, Cantonese, Punjabi, Tagalog, and Vietnamese</li> <li>City to provide Dominion with translated audio tracks of each language, using City voice talent (Dominion will not provide translations or voice talent audio tracks)</li> </ul>	5 Asian Languages on ImageCast X Touchscreen units	\$7,020 per Language	\$35,100
<ul> <li>Onsite Training</li> <li>Onsite training sessions conducted by Dominion trainer. Includes all travel expenses.</li> <li>Involves 2 training session trips. On each trip, the Dominion trainer will come to the City for 2 successive days of training. As such, there will be 4 days of training, spread between 2 training trips.</li> </ul>	2 training trips by 1 Dominion Trainer, for 2 successive training days per trip (therefore, 4 training days total spread between 2 trips)	\$3,575 per training trip	\$7,150
<ul> <li>Acceptance Testing Onsite Support</li> <li>Onsite support by 1 Dominion representative for 5 successive days, to advise on and oversee acceptance testing performed by City officials. 10 City officials are required to execute testing process in the 5 day period. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 5 successive days		\$8,470
<ul> <li>Logic &amp; Accuracy Testing Onsite Support</li> <li>Onsite support by 1 Dominion representative for 5 successive days, to advise on and oversee Logic and Accuracy testing performed by City</li> </ul>	1 Dominion Representative for 5 successive days		\$8,470

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Subtota			\$122,380
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge		\$9,550
<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representatives for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	2 Dominion Representatives for Election Day	\$4,520 per Rep	\$9,040
<ul> <li>officials. 10 City officials are required to execute testing process in the 5 day period. Includes all travel expenses.</li> <li>Advance Voting Period Onsite Support</li> <li>Onsite Dominion Support Representative for assumed 7 successive Advance Voting Days in the Advance Voting Period (Oct 10-18 2018). Includes all travel expenses.</li> </ul>	1 Dominion Representative for Assumed 7 Successive Advance Voting Days in Advance Voting Period (Oct 10-18 2018)		\$12,100

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF VANCOUVER	\$758,535 \$ -356,511
Dominion Lease Total		\$402,024 plus tax per Election

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## 2. City of Coquitlam

Please find Annex 4 form for the City of Coquitlam in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

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#### Pricing Breakdown - City of Coquitlam

Below is the detailed pricing breakdown for the City of Coquitlam, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

d # of Units or Days Unit Price Extended Price
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Vo	oting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	30 units (28 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$1,300	\$39,000
•	Large Cardboard Ballot Box	32 units (30 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$50	\$1,600
•	Okidata 331dn Laser Mobile Ballot Printer (to print ballots on demand)	1 unit	\$602	\$602
•	Printed Ballots for Voting Days (8.5" by 14")	30,000 ballots	\$0.25	\$7,500
	Subtotal			\$48,702

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Democracy Suite Software		
<ul> <li>Election Management System (EMS) License</li> <li>Includes the following components: <ul> <li>Election Event Definition Module</li> </ul> </li> <li>Election Event Definition Module</li> <li>License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module</li> </ul> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li>	Flat Rate Charge	\$7,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$4,500
<ul> <li>Mobile Ballot Printing Module License</li> <li>To allow printing on demand of ballots by election officials at remote locations</li> <li>Customer to provide laptops to run the Mobile Ballot Printing Module</li> <li>Customer will install the Mobile Ballot Printing Module and the Ballot PDFs on each laptop, following Dominion's installation instructions.</li> </ul>	Flat Rate Charge	\$2,000
Subtotal		\$14,200

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Pro	ofessional Services		
Im •	plementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$10,400
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
LOĮ ■	gic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,291
Subtotal		\$29,033

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF COQUITLAM	\$91,935 \$ -43,208
Dominion Lease Total		\$48,727 plus tax per Election

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## 3. City of Port Coquitlam

Please find Annex 4 form for the City of Port Coquitlam in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

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### Pricing Breakdown - City of Port Coquitlam

Below is the detailed pricing breakdown for the City of Port Coquitlam, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
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Vo	oting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	13 units (11 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$1,300	\$16,900
•	Large Cardboard Ballot Box	13 units (11 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$50	\$650
•	Printed Ballots for Voting Days (8.5" by 14")	25,000 ballots	\$0.25	\$6,250
	Printed Ballots for Mail Balloting (8.5" by 14", Folded)	200 ballots	\$1.12	\$224
	Subtotal			\$24,024

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$4,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$3,500
Subtotal		\$8,200

Pro	ofessional Services		
Im •	<b>plementation Services</b> Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$7,800
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
LOĮ ■	<b>gic &amp; Accuracy Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,071
Subtotal		\$26,213

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF PORT COQUITLAM	\$58,437 \$ -27,465
Dominion Lease Total		\$30,972 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

# 4. District of North Vancouver

Please find Annex 4 form for the District of North Vancouver in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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### Pricing Breakdown - District of North Vancouver

Below is the detailed pricing breakdown for the District of North Vancouver, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Associated # of Units or Days	Unit Price	Extended Price
	Associated # of Units or Days	Associated # of Units or Days Unit Price

Vo	ting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	23 units (22 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$1,300	\$29,900
•	Large Cardboard Ballot Box	23 units (22 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$50	\$1,150
•	Printed Ballots for Voting Days (8.5" by 14")	30,000 ballots	\$0.25	\$7,500
•	Printed Ballots for Mail Balloting (8.5″ by 14″, Folded)	400 ballots	\$0.65	\$260
	Subtotal			\$38,810

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$5,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$3,500
Subtotal		\$9,200

Pro	ofessional Services		
Im •	<b>plementation Services</b> Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$10,400
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Lo≨ ■	gic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,291
Subtotal		\$29,033

Dominion Lease Subtotal	DISTRICT OF	\$77,043
Preferred Customer Discount (47%)	NORTH VANCOUVER	\$ -36,209
Dominion Lease Total		\$40,834 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page 152 of 267 City of Vancouver - FOI 2018-573 - Page 333 of 865

## 5. Township of Langley

Please find Annex 4 form for the Township of Langley in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



### Pricing Breakdown - Township of Langley

Below is the detailed pricing breakdown for the Township of Langley, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
		The second	

Vo	oting Technologies			
	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	22 units (18 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$1,300	\$28,600
•	Large Cardboard Ballot Box	26 units (22 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$50	\$1,300
•	Okidata 331dn Laser Mobile Ballot Printer (to print ballots on demand)	1 unit	\$602	\$602
•	Printed Ballots for Voting Days (8.5" by 14")	40,000 ballots	\$0.25	\$10,000
	Subtotal			\$40,502

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License</li> <li>Includes the following components: <ul> <li>Election Event Definition Module</li> </ul> </li> <li>Election Event Definition Module</li> <li>License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module</li> </ul> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li>	Flat Rate Charge	\$6,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$4,500
<ul> <li>Mobile Ballot Printing Module License</li> <li>To allow printing on demand of ballots by election officials at remote locations</li> <li>Customer to provide laptops to run the Mobile Ballot Printing Module</li> <li>Customer will install the Mobile Ballot Printing Module and the Ballot PDFs on each laptop, following Dominion's installation instructions.</li> </ul>	Flat Rate Charge	\$2,000
Subtotal		\$13,200

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Pro	ofessional Services		
Im •	plementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$10,400
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac(	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
LOĮ ■	gic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,291
Subtotal		\$29,033

Dominion Lease Subtotal Preferred Customer Discount (47%)	TOWNSHIP OF LANGLEY	\$82,735 \$ -38,884
Dominion Lease Total		\$43,851 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page **158** of **267** City of Vancouver - FOI 2018-573 - Page 339 of 865

## 6. City of Abbotsford

Please find Annex 4 form for the City of Abbotsford in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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### Pricing Breakdown - City of Abbotsford

Below is the detailed pricing breakdown for the City of Abbotsford, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
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Vo	oting Technologies			1.1
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	42 units (38 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$1,300	\$54,600
•	Large Cardboard Ballot Box	58 units (54 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$50	\$2,900
•	Printed Ballots for Voting Days (8.5" by 14")	40,000 ballots	\$0.25	\$10,000
	Subtotal			\$67,500

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$7,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$4,500
Subtotal		\$12,200

Pro	ofessional Services		
Im •	plementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$11,700
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
LO≨ ■	<b>gic &amp; Accuracy Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,447
Subtotal		\$30,489

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF ABBOTSFORD	\$110,189 \$ -51,788
Dominion Lease Total		\$58,401 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page 164 of 267 City of Vancouver - FOI 2018-573 - Page 345 of 865

## 7. City of Surrey

Please find Annex 4 form for the City of Surrey in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

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### Pricing Breakdown - City of Surrey

Below is the detailed pricing breakdown for the City of Surrey, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	<b>Extended Price</b>
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Vo	oting Technologies			
	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	74 units (70 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$1,300	\$96,200
•	Large Cardboard Ballot Box	84 units (80 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$50	\$4,200
•	Printed Ballots for Voting Days (8.5" by 14")	150,000 ballots	\$0.25	\$37,500
	Subtotal			\$137,900

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$15,000
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$6,000
Subtotal		\$21,000



Professional Services		
<ul> <li>Implementation Services</li> <li>Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution</li> </ul>	Flat Rate Charge	\$15,600
<ul> <li>Onsite Training</li> <li>Onsite training sessions conducted by Dominion trainer. 2 successive days of training. Includes all travel expenses.</li> </ul>	2 successive days of training by 1 Dominion Trainer	\$3,575
<ul> <li>Acceptance Testing Onsite Support</li> <li>Onsite support by 1 Dominion representative for 2 successive days, to advise on and oversee acceptance testing performed by City officials. 5 City officials are required to execute testing process in the 2 day period. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 2 successive days	\$3,681
<ul> <li>Logic &amp; Accuracy Testing Onsite Support</li> <li>Onsite support by 1 Dominion representative for 2 successive days, to advise on and oversee Logic and Accuracy testing performed by City officials. 5 City officials are required to execute testing process in the 2 day period. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 2 successive days	\$3,681
<ul> <li>Advance Voting Period Onsite Support</li> <li>Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all</li> </ul>	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Subtotal		\$39,590
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,933
<ul> <li>travel expenses.</li> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF SURREY	\$198,490 \$ -93,290
Dominion Lease Total		\$105,200 plus tax per Election

The City of Vancouver and other Municipalities DOMINION Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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## 8. <u>City of Burnaby</u>

Please find Annex 4 form for the City of Burnaby in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

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### Pricing Breakdown - City of Burnaby

Below is the detailed pricing breakdown for the City of Burnaby, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Se	ervice or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
Vo	oting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	49 units (45 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for training)	\$1,300	\$63,700
	ImageCast Precinct Accessible Voting Audio Ballot Marker Device (including Headset, Hand-Held Controller, Paddles Device, Sip-and- Puff Device (with 10 mouthpiece straws), and Ballot Marking Printer, for deployment at central locations, for electors who cannot negotiate a paper ballot). This is an Audio Ballot Marker Device using Assistive vote selection devices, not a Touchscreen Ballot Marker Device. Since City of Burnaby only wants to implement 1 Ballot Marker Device, this add-on device for the ImageCast Precinct tabulator is the simplest and most cost-effective solution.	1 unit (for deployment on Advance Voting Days, and/or Election Day)	\$2,000 Flat Rate for License including Programming, plus \$760 per tabulator receiving the Device	\$2,760
•	Large Cardboard Ballot Box	47 units (43 units for use on Election Day, Advance Voting Days, and Backup. Plus 4 units for	\$50	\$2,350

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Se	rvice or Product Provided	Associated # of Units or Days	Unit Price	Extended Price
•	Printed Ballots for Voting Days (8.5" by 14")	100,000 ballots	\$0.25	\$25,000
	Subtotal			\$93,810

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Democracy Suite Software			
Election Management System (EMS) License	Flat Rate Charge		\$10,520
<ul> <li>Includes the following components:</li> <li>Election Event Definition Module</li> <li>License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module</li> <li>License</li> <li>Module installed on 2 laptop computers provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	(As specified for City of Burnaby on RFP Annex 3, this charge includes 2 Result Tally Rental Laptops, for redundancy. If the City only wants 1 Results Tally Laptop, as per normal deployment process, please subtract \$1,320 from the EMS License price)		
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge		\$6,000
<ul> <li>Optional Asian Language</li> <li>Implementation Services for Audio</li> <li>Ballot Marker Device</li> <li>Since Dominion has quoted City of Burnaby on our tabulator-based Audio Ballot Marker Device, which comes with standard English language audio, the City may be interested in implementing additional audio for Asian languages.</li> <li>The RFP has specified interest in audio for 5 Asian languages: Mandarin, Cantonese, Punjabi, Tagalog, and Vietnamese</li> <li>City of Burnaby will provide Dominion</li> </ul>	Optional Flat Rate Charge to Program the 5 Asian Languages	\$18,200	Optional. Please add to price if interested.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



with translated audio tracks of each Asian language, using City voice talent (Dominion will not provide translations or voice talent audio tracks)		
Subtotal		\$16,520

The City of Vancouver and other Municipalities DOMINION Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Pro	ofessional Services			
Im •	<b>plementation Services</b> Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge		\$11,700
On •	<b>site Training</b> Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)		\$1,970
-	tional Acceptance Testing Onsite pport Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 4 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126	Optional. Please add to price if interested.
Log •	gic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 4 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day		\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)		\$6,650

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Subtotal		\$28,356
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,440
<ul> <li>travel expenses.</li> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF BURNABY	\$138,686 \$ -65,182
Dominion Lease Total		\$73,504 plus tax per Election

The City of Vancouver and other Municipalities DOMINION Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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# 9. City of New Westminster

Please find Annex 4 form for the City of New Westminster in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

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#### Pricing Breakdown - City of New Westminster

Below is the detailed pricing breakdown for the City of New Westminster, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

ssociated # of Units or Days	Unit Price	Extended Price
4	Associated # of Units or Days	Associated # of Units or Days Unit Price

Vo	oting Technologies			
	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	26 units (25 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$1,300	\$33,800
•	Large Cardboard Ballot Box	32 units (30 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$50	\$1,600
•	Printed Ballots for Voting Days (8.5" by 14")	30,000 ballots	\$0.25	\$7,500
	Subtotal			\$42,900

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$5,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$3,500
Subtotal		\$9,200



Pro	ofessional Services		
Im •	plementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$10,400
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
LO≨ ■	gic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,053
Subtotal		\$28,795

Dominion Lease Subtotal Preferred Customer Discount (47%) Dominion Lease Total	NEW WESTMINSTER	\$80,895 \$ -38,020 \$42,875 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page 184 of 267 City of Vancouver - FOI 2018-573 - Page 365 of 865

# 10. <u>City of Port Moody</u>

Please find Annex 4 form for the City of Port Moody in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.



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#### Pricing Breakdown - City of Port Moody

Below is the detailed pricing breakdown for the City of Port Moody, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Service or Product Provided	Associated # of Units or Days	Unit Price	Extended Price

Vo	ting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	12 units (11 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$1,300	\$15,600
•	Large Cardboard Ballot Box	12 units (11 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$50	\$60 <mark>0</mark>
•	Printed Ballots for Voting Days (8.5" by 14")	20,000 ballots	\$0.25	\$5,000
	Printed Ballots for Mail Balloting (8.5" by 14", Folded)	300 ballots	\$0.82	\$246
-	Subtotal			\$21,446

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$4,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$2,300
Subtotal		\$7,000



Pro	fessional Services		
Im; •	Dementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$7,800
On: •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Acc •	<b>Explance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Log •	<b>gic &amp; Accuracy Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Adv •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,260
Subtotal		\$26,402

Dominion Lease Subtotal Preferred Customer Discount (47%)	CITY OF PORT MOODY	\$54,848 \$ -25,777
Dominion Lease Total		\$29,071 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page **190** of **267** City of Vancouver - FOI 2018-573 - Page 371 of 865

# 11. <u>City of North Vancouver</u>

Please find Annex 4 form for the City of North Vancouver in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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### Pricing Breakdown - City of North Vancouver

Below is the detailed pricing breakdown for the City of North Vancouver, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

ociated # of Units or Days	Unit Price	Extended Price
50	sociated # of Units or Days	sociated # of Units or Days Unit Price

Vo	ting Technologies			
	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	15 units (14 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$1,300	\$19,500
•	Large Cardboard Ballot Box	15 units (14 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$50	\$750
•	Printed Ballots for Voting Days (8.5" by 14")	35,000 ballots	\$0.25	\$8,750
	Subtotal			\$29,000

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$4,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$3,500
Subtotal		\$8,200

Pro	fessional Services		
Imr •	Dementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$7,800
On: •	<b>site Training</b> Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Acc	eptance Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Log •	ic & Accuracy Testing Onsite Support Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 2 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Adv •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,220
Subtotal		\$26,362

Dominion Lease Subtotal	CITY OF	\$63,562
Preferred Customer Discount (47%)	NORTH VANCOUVER	\$ -29,874
Dominion Lease Total	NORTH VANCOUVER	\$33,688 plus tax per Election

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# 12. District of West Vancouver

Please find Annex 4 form for the District of West Vancouver in the next page, which can also be found in the Electronic Submission under the folder Tab 9 - Pricing.



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#### Pricing Breakdown - District of West Vancouver

Below is the detailed pricing breakdown for the District of West Vancouver, showing the items and services Dominion will provide to deploy the tabulator system in the 2018 election.

The pricing figures shown in the Annex 4 pricing form on this proposal are based on the below detailed breakdown of items and services.

As such, Dominion will provide the following deliverables in return for the pricing shown in the Annex 4 pricing form shown on this proposal.

Pricing is for the rental of the election automation system for your 2018 election.

Associated # of Units or Days	Unit Price	Extended Price
	Associated # of Units or Days	Associated # of Units or Days Unit Price

Vo	oting Technologies			
•	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit)	21 units (20 units for use on Election Day, Advance Voting Days, and Backup. Plus 1 unit for training)	\$1,300	\$27,300
•	Large Cardboard Ballot Box	22 units (20 units for use on Election Day, Advance Voting Days, and Backup. Plus 2 units for training)	\$50	\$1,100
•	Printed Ballots for Voting Days (8.5" by 14")	25,000 ballots	\$0.25	\$6,250
•	Printed Ballots for Mail Balloting (8.5" by 14", Folded)	500 ballots	\$0.58	\$290
	Subtotal			\$34,940

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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Democracy Suite Software		
<ul> <li>Election Management System (EMS) License Includes the following components:</li> <li>Election Event Definition Module License</li> <li>Module hosted by Dominion</li> <li>Results Tally and Reporting Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop.</li> <li>Standard results reports included as part of module</li> </ul>	Flat Rate Charge	\$4,700
<ul> <li>Election Night Graphical Results Display</li> <li>Standard template configured with your logo and colours</li> <li>Allows real-time result updates as results are released by your officials on Election Night</li> <li>For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	Flat Rate Charge	\$2,300
Subtotal		\$7,000

Pro	ofessional Services		
Im •	plementation Services Dominion labour for Project Planning, System Configuration, Pre- Ship Testing and Project Execution	Flat Rate Charge	\$10,400
On •	site Training Onsite training session conducted by Dominion trainer. Includes all travel expenses.	1 session by 1 Dominion Trainer (lasting not more than 1 day)	\$1,970
Ac.	<b>Ceptance Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee acceptance testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Lo≨ ■	<b>gic &amp; Accuracy Testing Onsite Support</b> Onsite support by 1 Dominion representative for 1 day, to advise on and oversee Logic and Accuracy testing performed by City officials. 3 City officials are required to execute testing process in the 1 day period. Includes all travel expenses.	1 Dominion Representative for 1 day	\$2,126
Ad •	vance Voting Period Onsite Support Onsite Dominion Support Representative for assumed 3 Advance Voting Days in the Advance Voting Period (i.e. 3 days within period Oct 10-18 2018). Includes all travel expenses.	1 Dominion Representative for Assumed 3 Advance Voting Days in Advance Voting Period (i.e. 3 days within period Oct 10-18 2018)	\$6,650

<ul> <li>Election Day Onsite Support</li> <li>Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 Dominion Representative for 1 day	\$4,470
<ul> <li>Shipping</li> <li>Equipment (delivery and return) and Consumables (including ballots)</li> </ul>	Flat Rate Charge	\$1,260
Subtotal		\$29,002

Dominion Lease Subtotal	DISTRICT OF	\$70,942
Preferred Customer Discount (47%)	WEST VANCOUVER	\$ -33,341
Dominion Lease Total		\$37,601 plus tax per Election

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services Page 202 of 267 City of Vancouver - FOI 2018-573 - Page 383 of 865

# Supplemental Pricing Information

Please review the following sub-sections, which provide important pricing details relevant to all the Municipalities on this RFP. These sub-sections are:

- Optional Items
- Consumables and Addition Item Pricing
- Pricing Notes
- Payment Terms
- 2-Élection Contract Pricing Option

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



# **Optional Items Available**

Optional Tabulator Items		
Coroplast Plastic Ballot Box	Per Unit	\$200 (Rental)
Small Table-Top Cardboard Ballot Box	Per Unit	\$50
<ul> <li>Poll Matrix Module         <ul> <li>To allow tracking and reporting of results by polling subdivision within a voting location.</li> </ul> </li> </ul>	Flat Rate Charge	Pricing available upon request, based on Municipality's requirements.
<ul> <li>Results Transfer Module (RTM) License</li> <li>To allow transfer of results file from the voting location to Elections Office via a laptop in the voting location, connected to the Municipal server network via secure connection (e.g. VPN).</li> <li>Poll worker would insert tabulator memory card into the laptop's card reader to execute transfer.</li> <li>Municipality may choose to run RTM on their Voter List Strike-Off laptop in the voting locations, for efficiency.</li> <li>Price does not include laptop, memory flash card reader, or configuration. Municipality will install the RTM module on their laptops, following Dominion's instructions.</li> </ul>	Flat Rate Charge	\$5,000
<ul> <li>External Cellular Modem Solution</li> <li>To allow transmission of results from the tabulator to the Elections Office upon Close of Polls via the cellular network.</li> </ul>	Flat Rate Charge	Rental Charge of \$200 per external modem, with 1 modem required for each relevant tabulator. Plus Modem Implementation Labour, at a Flat Rate of \$6,500.
		Plus price of \$32,420 to purchase the required modem receiving server



<ul> <li>infrastructure infrastructure price includes onsite installation (3 days), and onsite training (1 day). Does not include server rack or UPS.</li> <li>This server infrastructure price is for a single, non-redundant server solution. Disaster plan procedure in case of server failure on Election Night would be to deliver all tabulators to Elections Office, for manual upload of memory cards, or use of Dominion's RTM system as backup (see RTM pricing above). Or Municipality may choose to purchase a second modem receiving server infrastructure for backup, running in mirrored configuration, preferably running on a different power grid.</li> <li>NOTE: The Preferred Customer Discount shown on this proposal does not apply to the purchase of the Modem Receiving Server Infrastructure.</li> <li>Modem and Modem Receiving Server Infrastructure.</li> <li>Modem and Modem Receiving Server Infrastructure.</li> <li>Modem and Modem Receiving Server Infrastructure.</li> </ul>	
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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



Election Supplies	Quantity	Unit Price	Price
Secrecy Folders (11" or 14")	As needed (approx. 30 per deployed tabulator recommended)	\$2.40 each	As needed
Ballot Marking Pens	As needed (approx. 30 per deployed tabulator recommended)	\$2.00 each	As needed
Memory Card Plastic Tie Seals	As needed. Recommended 2 units per tabulator (1 per each memory card compartment)	\$2.00 each	As needed
Optional Backup Results Tally Rental Laptop (for redundancy, incase the deployed Results Tally laptop fails)	As needed	\$1,320	As needed
Additional Memory Cards <u>beyond those</u> <u>included in the tabulator rental</u> , to allow redeployment of a tabulator (incl. programming) (2 cards needed per unit)	As needed	\$80 each	As needed
Election Supplies Total			As needed

# 2018 Consumable and Additional Item Pricing

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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### **Pricing Notes**

- The above pricing involves the **rental** of the tabulators and software for the election event.
- The above pricing does not include applicable taxes, which will be charged extra.
- The Shipping flat rate charge shown above is based on Dominion's standard shipping plan and schedule for equipment and consumables. Any extra shipping charges incurred due to the customer causing a deviation from Dominion's standard shipping plan and schedule will be charged extra.
- After the election, the Customer must repackage the tabulators and peripheral equipment in the same manner as which they were delivered, for pickup by the Dominion shipper. This includes packing equipment in their respective boxes. If the equipment was delivered via skids, the Customer will place the equipment back on the same skids and wrap the skids with shrink wrap. Dominion reserves the right to charge the Customer extra if equipment is not repackaged for pickup in the same way it was delivered.
- The above pricing assumes the requested tabulator quantity includes tabulators assigned for backup. Dominion charges our normal tabulator rental rate for backup tabulators.
- Results Tally laptop computer included under the Election Management System (EMS) License must be returned to Dominion within 30 days after Election Day, or additional laptop rental charges may apply (at Dominion's discretion).
- The onsite Training session quoted on this proposal will take place when the Dominion trainer is traveling in BC, training our various BC municipal customers in advance of the 2018 election. The quoted price assumes the Municipality will schedule their onsite training during the period when the Dominion trainer is training our other BC customers, to minimize travel costs. Dominion reserves the right to requote for the onsite training session if the Municipality does not schedule its training in the period when our trainer is in BC training our various BC customers.
- The Acceptance Testing onsite support quoted on this proposal will take place when the Dominion Acceptance Testing technician is traveling in BC, providing Acceptance Testing support to our various 2018 BC municipal customers. The quoted price assumes the Municipality will schedule their onsite Acceptance Testing support during the period when the Dominion technician is providing Acceptance Testing support to our other BC customers, to minimize travel costs. Dominion reserves the right to requote for the onsite Acceptance Testing support if the Municipality does not schedule its Acceptance Testing support to our various BC customers.
- The Logic and Accuracy Testing onsite support quoted on this proposal will take place when the Dominion Logic and Accuracy Testing technician is traveling in BC, providing Logic and Accuracy Testing support to our various 2018 BC municipal customers. The quoted price assumes the Municipality will schedule their onsite Logic and Accuracy Testing support during the period when the Dominion technician is providing Logic and Accuracy Testing support to our other BC customers, to minimize travel costs. Dominion reserves the right to requote for the onsite Logic and Accuracy Testing support if the Municipality does not schedule its Logic and Accuracy Testing process in the period when our technician is in BC providing Logic and Accuracy Testing support to our various BC customers.
- The Acceptance Testing onsite support and the Logic and Accuracy onsite testing support quoted on this proposal is based on the expectation that the City will provide



staff to perform the testing process, under the guidance and oversight of the Dominion representative, since only City officials can verify system accuracy on behalf of their electorate. Dominion representative and City staff will work together to complete this task, under Dominion oversight.

- Election Day Onsite Support will be provided by a Dominion-trained support representative. This representative will have a general knowledge of different aspects of your election system, and will serve as initial support for any issues that may arise, and this representative will utilize the Dominion Election Day Phone Support Hotline to obtain direct phone instruction from top Dominion engineers who are experts in each component of your election system.
- Dominion has made assumptions in regard to the number of days of onsite Advance Voting period support required, since the Municipalities have not advised on their final election plans, and we have stated these Advance Voting onsite support days are "assumed". Dominion reserves the right to revise our pricing if our assumed number of onsite Advance Voting days is not the same as the number of onsite days eventually advised by each Municipality.
- For ImageCast X tablet-touchscreen deployment, the ImageCast X Smart Card Writer will need to be attached to the Municipality's Voter List strike-off laptop, to allow the poll worker to burn Voter Activation Smart Cards for voters during voting. These laptops will be provided by the Municipality. Dominion will provide the Municipality with the Smart Card Writers, as well as the Smart Card Writer application, and Municipal staff will be required to install the application on all the Voter List strike-off laptops that will be used in locations where the ImageCast X touchscreen units will be deployed (following Dominion's written installation instructions).
  - NOTE: To run the Smart Card Writer application, the Voter Strike-Off laptops must be configured with Windows 10.
- As requested in the RFP, this proposal includes the option to implement 5 Asian languages on the ImageCast X Tablet Touchscreen, for visual and audio (Mandarin, Cantonese, Punjabi, Tagalog, and Vietnamese). In regard to Punjabi:
  - As stated in this proposal, the City will provide the audio clips of the Asian languages, using City voice talent.
  - Since there are many dialects of Punjabi, the City will choose their preferred Punjabi dialect, and the City will record the audio clips of that preferred dialect.
  - Please note that the ImageCast X will display Punjabi text onscreen only in the Shahmukhi script.
- Pricing does not include services or onsite support for any recounts or other postelection audits. Dominion is happy to provide support for these post-election events, based on our standard rates, and based on the support services required by the customer.
- Pricing does not include any by-elections. By-election pricing will be quoted separately, based on the requirements of the Municipality, and based on the line-items of required products and services shown in this proposal.
  - In the case of any 2017 by-elections, the ImageCast X tablet touchscreen would not be available for such a 2017 potential event.
- The Election Night Graphical Display quoted in this proposal is based on one of our standard templates, configured with the Municipality's logo and colours. These templates include most of the results data contained in Annex 5 of the RFP. However, Annex 5 is a printed report example, and some of the data in that printed report is not viable for an online real-time Election Night Display (such as the reporting of results by polling location). Results data contained in Annex 5 is available through reports in our Results



Tally Module, but Dominion's reporting structure will not exactly reflect the pre-existing report layout provided in Annex 5.

- In regard to providing anonymous individual ballot data in a XLS and CSV format, as stated in Section B, Subsection D1:
  - Dominion's system provides a standardized CVR export in CSV file format, containing ballot level data.
  - Dominion's system exports much of the data requested, except the system does not export certain data due to privacy concerns (such as Voting Date/Time).
     Certain data such as Voting Date/Time could allow ballot detail to be traced back to a voter.
  - Dominion's system is certified to the U.S. Federal Election Assistance Commission (EAC) VVSG 2005 standards, and EAC certification is a requirement on this RFP (Part B, Subsection F). Modifications to data export functionality, including data which may jeopardize privacy, may not be viable without deviation from the EAC standards.
  - This proposal includes provision of our current standardized ballot level export, with its current data. Dominion is willing to discuss options for additional data, but any changes to our standard data export is outside the scope of the pricing on this proposal.
  - Please review the section on Dominion's unique and patented AuditMark feature, for details on our ballot image and ballot-level audit trail, which may provide the Municipality with the ballot level auditing data they require.
- Regarding Ballots:
  - Ballots must be purchased from Dominion, since Dominion only uses certified printers who have a proven track-record with Dominion. For efficient and accurate ballot scanning and tabulation, the ballots must be printed without any errors, under strict time restraints, and Dominion has certified and integrated our systems with this proven network of certified printers.
  - Ballot pricing is based on the standard Dominion ballot template style, printed on one side, at standard 8.5" by 14" size, or standard 8.5" X 17" size (ballot size is listed on the Annex 4 pricing form for each Municipality). Dominion may charge extra for custom changes to standard ballot design. Larger ballot lengths and double-side ballots are available if required, and Dominion reserves the right to quote extra for these parameters.
  - Ballots will be printed by Royal Printers of New Westminster BC, one of our certified commercial printers. We have worked with Royal Printers over many election cycles.
  - Ballots for Mail Balloting will be the same ballots as for In-Person voting, except they will be delivered to the Municipality folded.

#### **Payment Terms**

- 40% of total system price plus tax due at contract execution.
- 40% of total system plus tax due upon delivery of the tabulators.
- 20% of total system plus tax due upon completion of the election.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



## 2-Election Contract Pricing Option (for 2018 and 2022)

Dominion is making available 2-Election Contract pricing for customers, allowing them to save on election system expenditures over time, and assist them in budgeting for elections over the longer term.

#### **Under Dominion 2-Election Contract pricing:**

- You will receive your 2018 election system at the price quoted on this proposal, and you will receive your 2022 election system at the same price as the 2018 election quoted on this proposal. As such, you will lock in your 2018 and 2022 election system at the current low prices shown on this proposal, and therefore will not pay for inflation, unexpected price increases, etc.
- You will receive free tabulator rentals for any by-elections during the contract period (you will only pay for by-election services, software licensing, ballots and other consumables).
- The contract will begin upon contract execution, and will terminate on Dec 31, 2022.
- Your 2-Election Contract total price is the price for your 2018 election as quoted on this proposal, multiplied by two (since the contract covers both your 2018 and 2022 elections)
- The Payment Terms for the 2018 election, as shown on this proposal, would be the same structure for your 2022 election.

#### NOTE:

- Municipality may revise quantities for the 2022 election, based on election plans at that time, as long as they advise Dominion at the start of the 2022 election year. Dominion will invoice Municipality at the line-item prices shown on this proposal, for the final quantities ordered.
- If the Municipality chooses to have a manual count election in 2022 (i.e. not involving any vote tabulation automation), or chooses an election method for which Dominion does not provide an automation system for the 2022 election, the Municipality can cancel the 2022 segment of the contract at that time.
- If the Municipality chooses a different election method in 2022, and Dominion provides or will provide an automation system to handle that method, the contract will remain in place and Dominion will charge the Municipality the appropriate price for the new system based on Dominion's widely quoted standard 2017 rates. Therefore, if the Municipality changes the type of system they require in 2022, they will still receive Dominion's 2017 pricing under the contract. The Municipality's previously-agreed contract system price will be applied against the new system price, resulting in either a rebate to the Municipality or an additional charge to the Municipality (depending on if the new system is priced higher or lower than the previously-agreed system contract price).

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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# Tab 10 – Deviations and Variations

Each Application should contain a section titled "Deviations and Variations," in which the Applicant should: (i) note proposed deviations or variations from the terms and conditions set out in the RFA or from the statement of Services herein, even if such deviations or variation are also noted elsewhere in the Application; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Applicant should state that its Application is fully consistent with the Form of Agreement.

## Deviations and Variations to the Form of Agreement

Pursuant to Part B, Section 2.10 of the City of Vancouver Request for Applications, Dominion respectfully reserves the right to negotiate the final terms and conditions as part of the overall contract discussion with the City. More specifically, Dominion submits the following "Deviations and Variations" to the Form of Agreement.

- 1. <u>Section 1.1 (c)</u>: Delete "Background" from IP. All IP will be licensed to the City and no IP rights will be transferred. Therefore, it is unnecessary to distinguish between Background and standard IP.
- Section 1.1 (m): Delete "Documentation" and all references to "Documentation" as a defined term. All IP will be licensed to the City and no IP rights will be transferred. Therefore, all references to Documentation being owned by or provided to the City should be removed.
- 3. <u>Section 3.3:</u> Delete entire section as this is not applicable to the sale and licensing of voting systems.
- 4. <u>Section 3.4</u>: Delete subsection (b). Replace with the Supplier will work with the city to build a project plan.
- 5. <u>Section 3.6:</u> Delete subsections (b), (c), (d) and (e). Replace with the following:
  - (b) Third Party Products. The warranties in this Sections 3.6 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Supplier shall pass through to City all warranties such manufacturers make to Supplier regarding the operation of third party products.
  - (c) Hardware Warranty. Supplier warrants that when used with the hardware and software configuration purchased through or approved by Supplier, each component of Supplier Hardware will be free of defects that would prevent the Supplier Hardware from operating in conformity in all material respects with its specifications as documented by Supplier. The Supplier Hardware Warranty shall remain in effect until \_\_\_\_\_\_.
  - (d) Hardware Warranty Conditions. If any Supplier Hardware component fails to operate in conformity with its specifications during the warranty period, Supplier



shall provide a replacement for the Supplier Hardware component or, at Supplier's sole option, shall repair the Supplier Hardware component, so long as the Supplier Hardware is operated with its designated Supplier Software and with third party products approved by Supplier for use with the Supplier Hardware. The following conditions apply to the Supplier Hardware warranty:

- i. City shall bear the shipping costs to return the malfunctioning component of Supplier Hardware to Supplier, and Supplier shall bear the costs for standard shipping of the repaired or replaced component of Supplier Hardware to City.
- ii. The following services are not covered by this Agreement, but may be available at Supplier's current time and material rates:
  - ii-a Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
  - ii-b Repair or replacement of Supplier Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
  - ii-c Repair or replacement of Supplier Hardware modified by any person other than those authorized in writing by Supplier;
  - ii-d Repair or replacement of Supplier Hardware from which the serial numbers have been removed, defaced or changed.
- (e) <u>No Other Warranties.</u> SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- 6. <u>Section 3.8</u>: Delete subsections (b) and (e). It would be impossible to commit to implementing unknown variations or requirements.
- 7. <u>Section 3.9</u>: Modify subsection (e). This should be cause to assert a breach, as opposed to the other remedies proposed.
- 8. <u>Section 3.10</u>: Modify subsection (a):

The Supplier warrants that title to all equipment and goods, excluding software and firmware, shall pass to the City and shall be free and clear of Encumbrances.

9. <u>Section 6.2:</u> Modify subsection (e):

The Supplier will appoint an HR generalist to ensure coordination of health and safety activities in the provision of the Services.



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- 10. <u>Article 4</u>: Delete entire Article as this is not applicable to the sale and licensing of voting systems. Dominion's suppliers for 97% of the project are already established and part of the certified voting system solution.
- 11. <u>Section 11.1</u>: Delete entire Section and replace with the following:

#### 11.1 Covenants of Indemnification

- a) Supplier shall fully indemnify and save harmless the City from any and all losses, costs, damages, liabilities (including any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind or nature and expenses (including legal fees on a solicitor and solicitor's own client basis) that the City or any of them, may suffer or incur howsoever caused ("Losses") arising out of or in connection with, in any way related to, or as a result of:
  - i. any breach by Supplier or any Subcontractors, of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement;
  - ii. any claim by a Subcontractor under the Builders Lien Act (British Columbia);
  - any gross negligence or wilful misconduct of Supplier or any Subcontractors in connection with this Agreement, including any breach by Supplier or its Subcontractors, of its obligations under this Agreement;
  - iv. breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Services;
  - v. actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Services or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Services; or
  - vi. breach of the warranties of the Supplier contained herein.
- b) Each Party will, at its expense and at the other Party's request, defend, indemnify and hold harmless the other Party from and against any and all claims or threatened claims relating to bodily injury or death ("Personal Injury Claims") that are in any way related to, in connection with, or arising out of any of its acts or omissions, or any of its employees, contractors, or agents.
- c) Notwithstanding the provisions of Section 11.1 (b), each Party will be solely responsible for, and will indemnify the other Party in respect of, Personal Injury claims made by or on behalf of its employees, regardless of the non-employing Party's fault, and regardless of, and without any right of indemnity or contribution with respect to, any contributory or other negligence or fault of the non-employing Party.
- d) Each Party will, at its expense and at the other Party's request, defend, indemnify and hold harmless the other Party from and against any and all claims or threatened claims relating to physical harm to real property and tangible real property that are in any way

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related to, in connection with, or arising out of: (i) the work performed or Services provided by Supplier under this Agreement; or (ii) any act or omission of the indemnifying Party, its directors, officers, employees, contractors, or agents, regardless of indemnified Party's fault.

12. <u>Section 11.3</u>: Modify subsection (a) as follows:

In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$2 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

13. <u>Section 11.4</u>: Add a Limitations of Liability provision:

## 11.4 Limitation of Liability

- (a) EXCEPT FOR THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 11.1 (a) (v), OR ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY THE SUPPLIER, THE SUPPLIER'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT.
- (b) Neither Party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 14. <u>Section 12.2</u>: Modify subsection (b) as follows:
  - (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Services (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon 15 days written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of any Services and to minimize expenditure, including complying with any instructions from the City as to how to do so.

15. <u>Section 12.2</u>: Modify subsection (c) as follows:



- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 30 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 3 days terminate this Agreement.
- 16. <u>Section 12.3</u>: Modify subsection (b) as follows:

the City commits any material or persistent breach(es) of its obligations under this Agreement, which remain(s) irremediable after 30 days.

17. <u>Article 14</u>: Delete entire Article as written. All IP will be licensed to the City and no IP rights will be transferred. This article should be replaced with the following licensing provisions.

## Article 14 Supplier Software License Terms and Conditions

## 14.1 Software License Definitions

- (a) "<u>Licensee</u>" shall mean City of Vancouver.
- (b) "<u>Licensor</u>" shall mean Dominion Voting Systems.
- (c) "<u>Party</u>" or "<u>Parties</u>" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- (d) "<u>Software</u>" means the Democracy Suite<sup>®</sup> and ImageCast<sup>®</sup> software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- (e) "<u>Specifications</u>" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- (f) "<u>Third-Party Products</u>" means any software or hardware obtained from third-party manufacturers or distributers and provided by Licensor hereunder.

## 14.2 License Terms

- (a) <u>License to Software</u>. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- (b) <u>Print Copyright License</u>. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- (c) <u>Third-Party Products</u>. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms



and conditions of the end-user licenses contained on or in the media on which such software is provided.

No Other Licenses. Other than as expressly set forth in this Agreement, (a) (d) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

#### 14.3 Payment

In consideration of the grant of the license, the Licensee shall pay the fees set forth in this Agreement.

#### **Upgrades and Certification** 14.4

During the Term, Licensor shall make generally released upgrades available to the Licensee at no additional costs.

#### 14.5 Warranties

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

- (a) Software. Licensor warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.
- Third-Party Products. The warranties in this Section 5 do not apply to any Third-(b) Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.
- OTHER WARRANTIES. LICENSOR DISCLAIMS (c) NO ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING. COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### 14.6 Prohibited Acts



The Licensee shall not, without the prior written permission of Licensor:

- (a) Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- (b) Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- (c) Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- (d) Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

## 14.7 Return of Software

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

18. <u>Section 18.10</u>: Add a Third Party Beneficiary provision:

## 18.10 Third-Party Beneficiary

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



## SCHEDULE A

## PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

- **1. Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

## 2. Print Copyright License and Use.

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

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



## Further Deviations and Variations

- The Acceptance Testing onsite support and the Logic and Accuracy onsite testing support quoted on this proposal is based on the expectation that the City will provide staff to perform the testing process, under the guidance and oversight of the Dominion representative, since only City officials can verify system accuracy on behalf of their electorate. Dominion representative and City staff will work together to complete this task, under Dominion oversight.
- Dominion has made assumptions in regard to the number of days of onsite Advance Voting period support required, since the Municipalities have not advised on their final election plans, and we have stated these Advance Voting onsite support days are "assumed". Dominion reserves the right to revise our pricing if our assumed number of onsite Advance Voting days is not the same as the number of onsite days eventually advised by each Municipality.
- For ImageCast X tablet-touchscreen deployment, the ImageCast X Smart Card Writer will need to be attached to the Municipality's Voter List strike-off laptop, to allow the poll worker to burn Voter Activation Smart Cards for voters during voting. These laptops will be provided by the Municipality. Dominion will provide the Municipality with the Smart Card Writers, as well as the Smart Card Writer application, and Municipal staff will be required to install the application on all the Voter List strike-off laptops that will be used in locations where the ImageCast X touchscreen units will be deployed (following Dominion's written installation instructions).
  - NOTE: To run the Smart Card Writer application, the Voter Strike-Off laptops must be configured with Windows 10.
- As requested in the RFP, this proposal includes the option to implement 5 Asian languages on the ImageCast X Tablet Touchscreen, for visual and audio (Mandarin, Cantonese, Punjabi, Tagalog, and Vietnamese). In regard to Punjabi:
  - As stated in this proposal, the City will provide the audio clips of the Asian languages, using City voice talent.
  - Since there are many dialects of Punjabi, the City will choose their preferred Punjabi dialect, and the City will record the audio clips of that preferred dialect.
  - Please note that the ImageCast X will display Punjabi text onscreen only in the Shahmukhi script.
- Regarding Ballots:
  - Ballots must be purchased from Dominion, since Dominion only uses certified printers who have a proven track-record with Dominion. For efficient and accurate ballot scanning and tabulation, the ballots must be printed without any errors, under strict time restraints, and Dominion has certified and integrated our systems with this proven network of certified printers.
  - Ballot pricing is based on the standard Dominion ballot template style, printed on

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one side, at standard 8.5" by 14" size, or standard 8.5" X 17" size (ballot size is listed in this proposal in the Pricing Form for each Municipality). Dominion may charge extra for custom changes to standard ballot design. Larger ballot lengths and double-side ballots are available if required, and Dominion reserves the right to quote extra for these parameters.

- Ballots for Mail Balloting will be the same ballots as for In-Person voting, except they will be delivered to the Municipality folded.
- RFA states the following task to be performed by the vendor:

a. Assure secure storage of all machines and related equipment during and after testing, and prior to delivery to a specified site and acceptance of the equipment by each Municipality. In regard to this task, please note Dominion will do the following:

i. After the delivery of the machines from Dominion to the Municipality's warehouse, Dominion will not store the machines, or deliver them to any further specified location. Dominion will deliver the machines to the Municipality well in advance of the election period, in advance of Acceptance Testing, and the Municipality will receive the machines and secure them. A Dominion technician will be onsite during the Acceptance Testing process and the Logic and Accuracy Testing process, and will oversee and advise Municipal staff while Municipal staff performs the testing process. After each testing process is complete, the Municipality will secure and store the machines. The Municipality will deliver the machines to voting locations, and retrieve the machines from the voting locations back to the Municipal central storage location after the election. Dominion will retrieve the machines from the Municipality's central storage location after the election after the election after the election after the

- In regard to Standing Offer Agreement, Section 3.6 (c):
  - The tabulators being leased will not be "new", as they will come from Dominion's existing rental tabulator fleet. The units will be our newest poll tabulator model, the ImageCast Precinct, and fully functional to their specifications, but these rental units will have been used in some previous elections.

• Schedule B Header info (Page 70). It says:

[Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.]

- Dominion provides pricing and price-breaks based on the size of an election system rental project. Pricing and price-breaks are based on the quantity of tabulators rented, as well as the number of eligible voters involved (re license pricing), as well as the geographic location of the customer (re travel and shipping costs, etc.). In addition, price-breaks can be provided in group purchase situations, where multiple Municipalities procure together, and the implementation project is executed on the group as a whole. In addition, trade-ins of previous Dominion equipment could affect the pricing Dominion



provides on new equipment. Dominion agrees that if a Municipal client in BC receives a lower price than the price on this proposal, for the general same sized system (in terms of tabulator quantity, licenses based on eligible voter size, comparable trade-in transactions if applicable, group procurement size if applicable, etc.), Dominion will be extended those same prices to the Municipality.

- Dominion will not supply voting booths, as this is a generic election supply not related to election automation systems. Please contact an election supplies company such as Municipal World for this item, since they will be able to provide a lower price for this non-automation product.
- In the case of any 2017 by-elections in the City of Vancouver, the ImageCast X tablet touchscreen would not be available for such a 2017 potential event.
- Pricing in this proposal does not include any by-elections or recounts. By-election pricing and recount pricing would be negotiated separately, based on the line-item prices shown in the pricing section of this proposal, and based on the Municipality's required equipment quantities and services.
- Regarding Section 6.20, Section 6.24, and Section 6.30 of "Voting Procedures as per Municipality Bylaw No.9070c", the Dominion ImageCast Precinct tabulator will reject any ballot that fails any one of the numerous logic tests performed by the tabulator on the ballot upon ballot insertion. If a logic test fails, thereby indicating the ballot has been damaged and/or is unreadable, or is not a valid ballot, the tabulator will not allow a user override to process that ballot through the tabulator and into the ballot box. Instead, the tabulator will reject this unreadable ballot, and not allow it to be processed through the tabulator, to ensure the integrity of the election.
- As per Section 9.4 of Part C Application Form, Dominion states that our company is registered as a lobbyist with the City of Toronto ON, since all companies which meet with City of Toronto staff must be registered as a lobbyist with the City, under City of Toronto internal regulations.
- As per Section B, Subsection D1:
  - The Election Night Graphical Display quoted in this proposal is based on one of our standard templates, configured with the Municipality's logo and colours. These templates include most of the results data contained in Annex 5 of the RFP. However, Annex 5 is a printed report example, and some of the data in that printed report is not viable for an online real-time Election Night Display (such as the reporting of results by polling location). Results data contained in Annex 5 is available through reports in our Results Tally Module, but Dominion's reporting structure will not exactly reflect the pre-existing report layout provided in Annex 5.
- In regard to providing anonymous individual ballot data in a XLS and CSV format, as stated in Section B, Subsection D1:
  - Dominion's system provides a standardized CVR export in CSV file format, containing ballot level data.
  - Dominion's system exports much of the data requested, except the system does not export certain data due to privacy concerns (such as Voting Date/Time).

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Certain data such as Voting Date/Time could allow ballot detail to be traced back to a voter.

- Dominion's system is certified to the U.S. Federal Election Assistance Commission (EAC) VVSG 2005 standards, and EAC certification is a requirement on this RFP (Part B, Subsection F). Modifications to data export functionality, including data which may jeopardize privacy, may not be viable without deviation from the EAC standards.
- This proposal includes provision of our current standardized ballot level export, with its current data. Dominion is willing to discuss options for additional data, but any changes to our standard data export is outside the scope of the pricing on this proposal.
- Please review the section on Dominion's unique and patented AuditMark feature, for details on our ballot image and ballot-level audit trail, which may provide the Municipality with the ballot level auditing data they require.
- Dominion will attempt to incorporate the various customer Timeline dates shown on the Service Deliverables tab in Annex 3, but Dominion reserves the right to follow the timelines of our standard implementation plan, as this plan has been logically structured in terms of delivery phases, and has been used in thousands of successful election projects. Dominion may group deliverable timelines together for all the Lower Mainland municipalities who choose to work with Dominion, for efficiency, and to provide a standardized implementation plan for the participating municipalities, which is beneficial to all parties.

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# Tab 11 – Conflicts; Collusion; Lobbying

Each Applicant should note Section 9 of Appendix 1 to Part C and should include in its Application a section entitled "Conflicts; Collusion; Lobbying" as necessary.

### 9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

### 9.1 Declaration as to no Conflict of Interest in RFA Process

(a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Application by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

## Dominion has no conflict of interest in this regard.

(b) The Applicant confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFA obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

## Dominion has no conflict of interest in this regard.

### 9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Applicant confirms and warrants that neither the Applicant nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

## Dominion has no conflict of interest in this regard.

### 9.3 Declaration as to No Collusion

The Applicant confirms and warrants that:

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- (a) the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Applicant is not cooperating in any manner in relation to the RFA with any other applicant responding to the RFA,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

### Dominion confirms the above statement is true.

### 9.4 **Declaration as to Lobbying**

The Applicant confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and



(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

Dominion confirms the above statement is true (except in the case of City of Toronto ON, where Dominion is registered as a lobbyist like all other companies who wish to meet with and present to City of Toronto staff, as per City of Toronto internal regulations)

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.



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# Tab 12 – Forms and Certificates

**Application Form** 

#### REQUEST FOR APPLICATIONS NO. PS20161793 SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES PART C - APPLICATION FORM

APPLICATION FORM RFA No. PS20161793, SUPPLY OF SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES (the "RFA")

Applicant's Name: Dominion Voting System	"Applicant"
Address: 215 Spadina Ave, Suite 200, TORC	
Jurisdiction of Legal Organization: Toron	o, Ontario.
Date of Legal Organization: January 2003	
Key Contact Person: John Mckinstry, Region	onal Sales Manager
Telephone: 1.866.654.8683	Fax: 416.762.8663
E-mail: john.mckinstry@dominionvoting.co	om

The Applicant, having carefully examined and read the RFA, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Application.

The Applicant further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

Signature of Authorized Signatory for the Applicant

John Poulos, President & CEO

Name and Title

Signature of Authorized Signatory for the Applicant

Ian Macvicar, Executive Chairman & CFO Name and Title

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## Appendix 1 - Terms and Conditions

#### APPENDIX 1 TO APPLICATION FORM

#### LEGAL TERMS AND CONDITIONS

#### 1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations only with respect to the RFA application process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Applicant or otherwise apply as between the Applicant and the City following the signing of any such Contract.

#### 2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "Agreement" has the meaning given in para. 1.1 of Part A of this RFA;
- (b) "Applicant" means the legal entity which has signed the Application Form, and "applicant" means any applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (c) "Application" means the package of documents consisting of the Application Form (including this Appendix 1), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any applicant, excluding or including the Applicant, as the context requires.
- (d) "Application Form" means that certain Part C of the RFA, completed and executed by the Applicant, to which this Appendix 1 is appended.
- (e) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (f) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (g) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (h) "RFA" means the document issued by the City as Request for Applications No. PS20161793, as amended from time to time and including all addenda.



#### 3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFA or the Application Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Applicant or to any proposed subcontractor in respect of the RFA, its subject matter or the Application unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

#### 4 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe to the Applicant or to any of the Applicant's proposed subcontractors (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or any contract or tort law duty to preserve the integrity of the RFA process. The Applicant hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFA process on this basis.

#### 5 EVALUATION OF APPLICATIONS

#### 5.1 Compliance / Non-Compliance

Any application which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFA, or which otherwise fails to conform to the RFA may or may not be rejected by the City at the City's sole discretion. The City may also invite an applicant to adjust its application to remedy any such problem, without providing the other applicants an opportunity to amend their applications.

#### 5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFA and application processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the applications, or any particular application, and need not necessarily review, consider or evaluate the applications, or any particular application, in accordance with the procedures set out in the RFA, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all applications at any time without further explanation or notification to any applicants.

#### 5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFA, any application or any proposed agreement with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application as a result of such discussions or negotiations with other applicants or changes to the RFA or such applications or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

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#### 5.4 Acceptance or Rejection of Applications

The City has in its sole discretion, the unfettered right to: accept any application; reject any application; reject all applications; give precedence to an application which is not the lowest-price application; accept an application that deviates from the requirements of the RFA or the conditions specified in the RFA; reject an application even if it is the only application received by the City; accept all or any part of an application; enter into agreements respecting the subject matter of the RFA with one or more applicants; or enter into one or more agreements respecting the subject matter of the RFA with one other person at any time.

#### 6 PROTECTION OF CITY AGAINST LAWSUITS

#### 6.1 Release by the Applicant

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Applicant now releases the City, its officials, its agents and its employees from all liability for any and all Losses incurred in connection with the RFA or the Application, including, without limitation, any Losses in connection with:

- any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFA process,
- (c) the Applicant preparing and submitting the Application;
- (d) the City accepting or rejecting the Application or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any application; addresses or fails to address any application or applications; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFA.
- 6.2 Indemnity by the Applicant

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Applicant indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Applicant or any of its proposed subcontractors or agents alleging or pleading:

- any alleged (or judicially determined) breach by the City or its officials or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFA process, or

(c) liability on any other basis related to the RFA or the application process.

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#### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFA or this application process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

#### 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFA or the application process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Applicant will bear all costs of the arbitration.
- 8 PROTECTION AND OWNERSHIP OF INFORMATION
- 8.1 RFA and Application Documents City's Property
- (a) All RFA-related documents provided to the Applicant by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Application, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application to the Applicant.
- 8.2 Applicant's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Application, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFA, the City will treat the Application (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

- 8.3 All City Information Confidential
- (a) The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such nonpublic documents or information in any manner, including in submitting its Application.
- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Application (and any other



submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Application (or any other submissions) including, without limitation, records relating only to the Applicant.

#### 9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

- 9.1 Declaration as to no Conflict of Interest in RFA Process
- (a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Application by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.
- (b) The Applicant confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFA obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

#### 9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Applicant confirms and warrants that neither the Applicant nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

#### 9.3 Declaration as to No Collusion

The Applicant confirms and warrants that:

- the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Applicant is not cooperating in any manner in relation to the RFA with any other applicant responding to the RFA,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

#### 9.4 Declaration as to Lobbying

The Applicant confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

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(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

#### 10 GENERAL

- (a) All of the terms of this Appendix 1 to this Application Form which by their nature require performance or fulfillment following the conclusion of the application process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Application and participating in the RFA process.

11 INDEPENDENT LEGAL ADVICE

THE APPLICANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS APPLICATION FORM, INCLUDING THIS APPENDIX 1.

IN WITNESS WHEREOF, AS EVIDENCE OF THE APPLICANT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE APPLICANT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:

Signature of Authorized Signatory for the Applicant

John Poulos, President & CEO

Name and Title

Signature of Authorized Signatory for the Applicant

lan Macvicar, Executive Chairman & CFO

Name and Title

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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## Certificate of Existing Insurance (Annex 2)

	- ^			ANNEX 2
5	CITY OF TO BE COMPLETE VANCOUVER	CATE OF EXISTING INSU ED AND APPENDED TO T PS20161793	HE F	PROPOSAL -
S	section 2 through 8 - to be completed and executed b	by the Insurer or its Authoriz	ed F	Representative
а	HIS CERTIFICATE IS ISSUED TO: <u>City</u> nd certifies that the insurance policy (policies) a ull force and effect.	of Vancouver. 453 W s listed herein has/have l		
-	AMED INSURED (must be the same name as the incorporated company) Dominion Voting Systems Corporation and Domi	nion Voting Systems Inc.	eithe	r an individual or a legally
B	SUSINESS TRADE NAME or DOING BUSINESS AS 215 Spadina Avenue, Suite 200, Toronto, ON M5 <sup>-</sup>			
B	USINESS ADDRESS	A REAL PROPERTY AND		
D	Develop, Manufacture, Sales & Services of Hardy DESCRIPTION OF OPERATION	vare & Software related to	Elec	ctronic Voting Systems
11 T	PROPERTY INSURANCE (All Risks Coverage inclu NSURER <u>CNA Continental casualty Company</u> Ins YPE OF COVERAGE <u>All Risks</u> POLICY NUMBER <u>MPR2881251</u>			ost) - Building and Tenants' Improvements Contents and Equipment \$ 600.00
P	OLICY PERIOD From Aug 31 2016 to Aug 31, 2017	Deductible Per Loss	\$ 2	2,500.00
lr √		RER EY NUMBER		
2222	Products and Completed Operations Cross Liability or Severability of Interest Employees as Additional Insureds Blanket Contractual Liability Liability	of Liability (Bodily Injury courrence	and \$ \$ \$	Aug 31 2016 to Aug 31, 2017 Property Damage Inclusive) - 2,000,000.00 5,000,000.00 2,000,000.00 2,500.00
II P	UTOMOBILE LIABILITY INSURANCE for operation NSURER Intact Insurance Lime POLICY NUMBER 742813059 POLICY PERIOD From Aug 31 2016 to Aug 31, 2017	its of Liability – <u>1000000</u>	hicle	
P	UMBRELLA OR EXCESS LIABILITY INSURAL     NSURER CNA Continental Casualty Company     POLICY NUMBER MPR2881217     POLICY PERIOD From Aug 31 2016 to Aug 31, 2017	Per Occurrence Aggregate	\$ \$	5.000,000.00 5.000,000.00
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P	OLICY PERIOD From Aug 31 2016 to Aug 31, 2017	7 Deductible Per	\$	25,000.00
H	the policy is in a "CLAIMS MADE" form, please specify	Occurrence/Claim the applicable Retroactive I	ate:	Aug 6/2010 TPL / Aug 6/2011 - FPC
	OTHER INSURANCE			
Т	YPE OF INSURANCE	Limits of Liability Per Occurrence	a.	
TIP	POLICY NUMBER	Limits of Liability Per Occurrence Aggregate	\$	
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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

DOMINION

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595 Bay Street, Suite 900, Box 81 Toronto, Ontario, Canada M5G 2E3 T 416.597.0008 F 416.597.2313 HUB International HKMB Limited

www.hubintemational.com www.hkmb.com

March 27, 2017

Dominion Voting Systems Attention: Ivan Lobo 215 Spadina Avenue, Suite #200 Toronto, ON M5T 2C7

Re: Vancouver & Co. agreement

Dear Ivan,

With respect to the RFA pertaining to Vancouver & Co. your Insurers as outlined on the attached Certificate of Insurance will comply with the insurance requirements set out in Article 11, Section 11.3 Insurance, should Dominion Voting Systems be selected as a successful Applicant.

Should you have any questions, please do not hesitate to contact us.

Yours truly, HUB International KMB Limited

Taylor Bettinson, CAIB, CRM

Assistant Vice President

Encl.

advocating our clients' interests

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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## Declaration of Supplier Code of Conduct Compliance (Annex 1)

#### DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC)

<<u>http://vancouver.ca/policy\_pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of <u>Dominion Voting Systems Corp.</u>, I declare that I have reviewed the SCC and to the best of my knowledge <u>Dominion Voting Systems Corp.</u> and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of <u>Dominion Voting Systems Corp</u>.

Signature:

Name and Title:

John Poulos, President & CEO

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## WSIB CSPAAT Certificate

Dominion has provided the WSIB clearance certificate. Dominion will provide the WorkSafe BC upon award of the contract, as it has already applied for enrollment.



### Clear ance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Adresse de	Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
DOMINION VOTING SYSTEMS CORPORATION	215 SPADINA AVE SUITE 200, TORONTO, ON, M5T2C7, CA	3361-000: Electronic Computing and Peripheral Equipment	City of Vancouver	515 West 10th Avenue, Vancouver, BC, V5Z 4A8, CAN		22-Mar-2017 to 19- May-2017



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## Dominion Democracy Suite 5.0 EAC Certificate

Contraction of the second	United States Election As	sistance Commission	VVSG 2005 VER. 1
	Certificate of Co	onformance	
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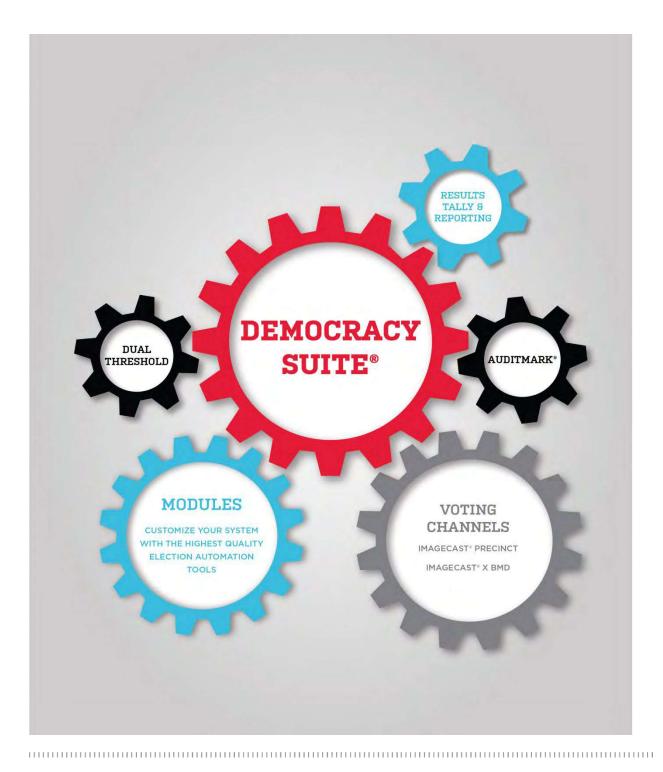
The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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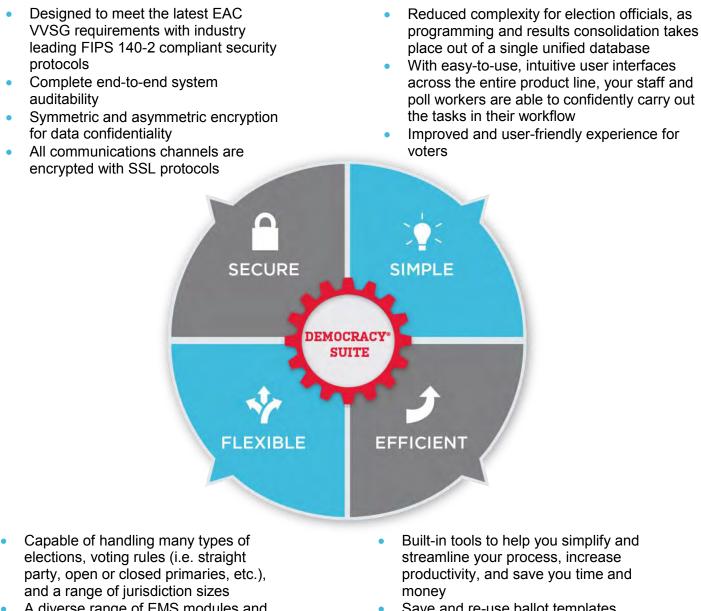
# Tab 13 – Voting System Description

<u>Democracy Suite Election Management System - The engine that</u> powers your entire election





The Democracy Suite technology platform delivers an improved experience for the voter, long-term sustainability, operational efficiencies, transparency and cost-savings.



- A diverse range of EMS modules and voting channel singular devices with flexible configurations to meet jurisdictional needs
- Save and re-use ballot templates, election event definitions, and report templates so you can quickly and easily generate future election projects

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## Advance Voting Solution: ImageCast X

## Highlights

- Today, voters and election officials are increasingly looking to leverage everyday technologies to improve the voting process and experience. Dominion is listening to our customers, and has designed a touchscreen precinct-voting terminal that combines the flexibility, efficiency, and simplicity of modern technology, with an underlying platform of security and performance – Democracy Suite.
- Fully integrated into the Democracy Suite platform, the ImageCast X takes full advantage of commercially available hardware, making it a cost-effective and flexible solution.
- The ImageCast X also offers options for voters with accessibility needs ranging from contrast and text size, to being able to toggle between languages during the voting session or listen to an audio ballot, as well as allowing for the use of personal assistive devices, such as a sip and puff.
- The touchscreen interface is user-friendly and intuitive for poll workers and voters, improving the voting process and experience.
- The ImageCast X prints a verifiable choice summary ballot that is scanned on the ImageCast Central.
- As with all other ImageCast products, the ImageCast X has been designed with a high level of security that meets the latest EAC VVSG requirements while maintaining ease of use.
- Similarly, as with all other ImageCast tabulators, the ImageCast X benefits from Dominion's patented exclusive ballot-level audit trail, the AuditMark, which not only creates a digital image of every ballot cast, but also appends to that image a record of how the voter's selections were interpreted by the voting system.

Fully integrated into the Democracy Suite platform, the ImageCast X takes advantage of commercially available technologies and is driven by a robust, secure and flexible application developed by Dominion. The use of compact, commercially available hardware makes the ImageCast X a cost-effective and versatile in-person voting solution. It requires less space to warehouse and is more affordable than larger proprietary solutions, while at the same time offering full ADA compliance.

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The ImageCast X is a universal voting device that is software-driven and leverages the flexibility of COTS technology

The ImageCast X has an intuitive touchscreen interface with various features for accessibility, and connects to a printer that prints the voter's ballot directly in the voting booth. Once the ballot is printed, the voter scans their ballot on the ImageCast Central, the same as all other voters.

Training for election poll workers is minimal and straightforward. When a voter checks in to vote, the poll worker will verify the voter's credentials and program a Smart Card using the Smart Card writer/reader. The Smart Card is used to activate a voting session on the ImageCast X and to present the voter with their correct ballot style. No information that can identify the voter is programmed on the Smart Card. Once the voter has printed their ballot, the Smart Card is inactivated and can be returned to be re-programmed for the next voter.



The voter will insert their Smart Card to activate the voting session on the ImageCast X. If available, the voter will be prompted to choose their preferred language for their voting session. The voter will automatically be presented with the first contest on the ballot. The voter will navigate the ballot contest-by-contest by touching the screen to

select options, candidates, and text for write-in candidates. The voter can change or cancel their selection by deselecting their previous choice.



The ImageCast X features an intuitive touchscreen





The ImageCast X features an intuitive touchscreen interface that the voter navigates contest by contest.

The voter can also change the text size or contrast of the display. The View button allows the voter to change the display to high contrast white on black, or black on white. The text size button allows the voter to change the text size.

At any time, the voter can select the Review button to view their selections on their ballot. The ballot review will show all of the contests on the ballot, and give warning messages if there are any issues with the ballot, such as an undervote or blank contest. If the voter wishes to modify a contest, they simply touch that contest from the review screen and they will be taken directly to that contest page so that they can update their selection(s).

Once the voter has reviewed their ballot and has confirmed they are ready to print, the ImageCast X can print a verifiable choice summary ballot which contains a written summary of the voter's choices, as well as a 2D barcode which is read by the ImageCast Precinct. No voter selections are stored on the ImageCast X.

Ballet ID: 1 Election Demo	94% (#2 2016-62-08   Monday   11:13AM	Ballot ID: 1 Election Demo	94% 🧼 2016-02-08   Menday   11:14AM
MOLES!	A U A A A A A A A A A A A A A A A A A A	Manues CE C	A Main View Mare
Your ballot is valid.		Your ballot is valid.	
	Scroll Up 🔷 🔪	A 3	icroll'Up
Mayor	J	Mayor	
<ul> <li>Michael B. Hancock</li> </ul>	Click to change your obtice	✓ Michael B. Hancock	Click to change your choice
Auditor This contest is acclaimed.		Auditor This contest is acclaimed.	
✓ Chris Nevitt	Click to change your choice	✔ Chris Nevitt	Click to change your obvice
Clerk and Recorder		Clerk and Recorder	
✓ Debra A. Johnson	Dick to change your choice	✓ Debra A. Johnson	Click to change your choice
Councilmembers At-Large		Councilmembers At-Large	
y so	croll Down ~	- Sc	roll Down
e Back to Ballot	$\bigcirc \qquad \qquad$	E Back to Ballot	Print Ballot $\rightarrow$
Total ballots printed: 12	Comission Voting 2016	Total ballots printed: 12	©Deminion Votino 2016

At any time the voter can change the text size or contrast of the display, as well as see a review of their ballot.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



## Accessibility

Designed as a voting solution for all, the ImageCast X also offers several options for voters with accessibility needs to vote in a private and independent manner. The ImageCast X offers the following user interfaces:

- Visual mode: Voter navigates their ballot using one of the available accessibility devices and the visual display
- Audio mode: Visual display can be disabled and the voter uses headphones to navigate an audio ballot using one of the available accessibility devices
- Visual & audio mode: Voter navigates their ballot using one of the available accessibility devices, the visual display, and the audio ballot

Please select your preferred accessible voting device	Privacy mask	-
ATI		÷
🛈 🖲 Paddles		÷
Sip \'n\' Puff		$\rightarrow$
Audio/Visual mode		÷

The ImageCast X is compatible with a range of accessibility tools and can present the ballot in audio only, visual only or both audio/visual mode.

The Audio Tactile Interface (ATI) is the handheld device that is used by a voter during an Accessible Voting Session to navigate through and make selections to their ballot. The ATI:

In addition to the touchscreen functionality, the ImageCast X is compatible with a range of accessibility tools that voters can use to navigate through the ballot and make their selections. The system is compatible with a handheld controller called the Audio Tactile Interface (ATI), sip and puff device, or paddle device.



- Has raised keys that are identifiable tactilely without activation (i.e. raised buttons of different shapes and colors, large or Braille numbers and letters)
- Can be operated with one hand
- Includes a 3.5 mm headphone jack
- Includes a T-Coil coupling
- Has a T4 rating for interference
- Uses light pressure switches
- Can be equipped with a pneumatic switch, also known as a sip and puff device, or a set of paddles.

The ImageCast X can present the ballot in audio only, visual only, or both audio and visual modes, depending on personal preference. Voters can adjust the rate and volume of their audio

ballot, as well as the text size and contrast of the display, or disable the display entirely for added privacy. Every voter configurable option is automatically reset to its default value with the initiation of each new voting session.

Voters are able to review, verify and correct their selections prior to printing their ballot, by audio and/or visual means. Voters are warned if they have missed, or undervoted a contest, and have the opportunity to go back and correct their selections. Once the ballot is printed, the voter scans their ballot on the ImageCast Central scanner, the same as all other voters.

The ImageCast X was recently deployed in the State of Colorado as part of their Uniform Voting System initiative, where it received the highest usability ranking by in-person voters with disabilities. The ImageCast X features the latest technological advances in accessible voting technology, providing more options for voters with accessibility needs to vote privately and independently.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



# In-Person Voting: ImageCast Precinct

# Highlights

- The ImageCast Precinct is one of the most widely used tabulators with over 100,000 units deployed worldwide
- A **robust and reliable optical scan tabulator**, which safely stores and tabulates each vote from each paper ballot
- The ImageCast Precinct becomes a complete tabulation system with accessible voting capabilities when combined with ancillary components to accommodate accessible voting sessions
- It is designed to be easy-to-use for both voters and poll workers
- Light weight (14lbs), easy to store, carry and set-up
- Designed by engineers to withstand the most challenging environments.

The ImageCast Precinct tabulator is a lightweight, robust and easy-to-use optical scan tabulator.

The system is designed to scan marked paper ballots, interpret voter marks on the paper ballot and safely store and tabulate each vote from each paper ballot. The ImageCast Precinct reads single and double-sided ballots in 4 orientations, and coloured headers to distinguish ballots.

At only 14lbs, the ImageCast Precinct is a lightweight but robust and versatile tabulator

The ImageCast Precinct is the most reliable optical scanner ever developed,

with major deployments including 82,000 units in Philippines, 11,000 units in New York, 2,500 units in Mongolia, and most recently, 6,000 units in Puerto Rico.

At the polling place, the voter makes their selections by filling in the voting targets next to their choices. The ballot is inserted directly into the ImageCast Precinct, which performs the following functions:

- Scans the ballot
- Interprets the digital image of the ballot, and appends to the bottom of the image a record of how that ballot was counted on Election Day (known as the AuditMark image)
- Redundantly stores and tallies results
- Prints cumulative totals of all votes cast after the polls have been closed

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### Standard features

- 200 dpi scanner with AuditMark functionality
- Security detector to detect fraudulent ballots not printed on security paper
- Certified to U.S. EAC VVSG 2005 security standards
- Two removable compact flash memory cards for redundancy
- Ultra-sonic multi-feed detector that prevents the device from accepting more than one ballot at a time.
- Internal back-up battery that can provide at least 2 hours of power
- Plugs into a standard electrical outlet
- Internal thermal printer for report printing
- Onboard LCD screen that communicates messages to voters and poll workers and displays the ballot counter

## **Optional Accessibility Feature**

The optional integrated Accessible Voting Ballot Marking Device can be added to any ImageCast Precinct tabulator. It was designed to provide electors with varying abilities with a private and independent method to mark, review, and cast their ballot. As such, a single ImageCast tabulator can simultaneously service all electors, including those with accessibility needs.

At the polling place, every elector is provided with the same unmarked paper ballot. If an elector would like to mark their ballot using an assistive device, the poll worker will instruct the elector on the Ballot Marking Device voting process and options. The elector will use the Audio Tactile Interface (ATI) assistive vote selector device, or optional additional assistive devices such as paddles or sip-and-puff (if available).

The ATI is a handheld controller that has 10 buttons. Buttons on the ATI are colour coded, have different shapes, and the buttons are labelled in braille. The ATI is the quickest and easiest device for electors who can push buttons firmly. The optional Sip and Puff device is an effective option for electors who do not have use of their hands or feet. Electors can navigate the ballot, and make selections by "sipping" or "puffing" into the dev ce,



as instructed in the audio instructions. The optional paddle buttons are ideal for electors who may have difficulty pushing buttons on the ATI. Electors can navigate the ballot, and make selections by pressing on the left (L) or right (R) paddle, as instructed in the audio instructions.

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Electors can also connect other personal auxiliary input devices to the 3.5mm auxiliary port on the ATI. For all assistive input devices, electors will hear their audio ballot and instructions through a set of headphones connected to the ATI. The poll worker will apply a new set of disposable sanitary headphone covers before each use. Electors may also choose to use their personal listening device if it has the standard 3.5mm stereo audio connector.

The poll worker verifies the DRO's initials are on the unmarked paper ballot, and then inserts it into the ballot marking device printer.



When the elector is comfortably set up with headphones and their preferred assistive device, the poll worker can initiate the audio voting session through the Administrative Menu on the tabulator LCD screen.

The elector listens to the audio instructions, which guides them through how to use the assistive device to choose the audio language (English or French), adjust the audio volume and/or speed, and navigate their audio ballot. During an audio voting session, the ImageCast Precinct tabulator is able to simultaneously scan and process ballots marked by hand by other electors. This dual simultaneous functionality ensures all electors are processed efficiently.

After the elector makes their vote selection, the audio interface provides the elector with the option to verify and/or change his or her vote before the paper ballot is marked. The audio interface will also state if the ballot is fully voted, undervoted, or blank. The audio interface prevents the elector from overvoting the ballot. Once the elector chooses to mark their ballot, the Ballot Marking Device printer will mark an "X" in the voting target next to their selected candidate. The marked ballot will emerge from the printer into a secrecy sleeve, to ensure

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voter privacy. Every elector configurable option and their vote selections are automatically reset once the ballot is marked, thus assuring the next elector cannot learn how the previous elector voted. Additionally, the ImageCast Precinct features a library of hand drawn voting marks which is used by the Ballot Marking Device printer. This process makes the machine-marked ballots indistinguishable from hand-marked ballots, truly protecting the privacy of electors using the Ballot Marking Device.

If the elector would like to verify his or her vote after the paper ballot is marked, the poll worker can initiate an audio ballot review session through the tabulator Administrative Menu. Once the poll worker feeds the ballot into the tabulator, the audio ballot review session will begin. The elector can use the same assistive device and headphones to hear an audio review of how the vote tabulator will count their vote. The elector then has the opportunity to cast their ballot, or return the ballot as desired. The ballot is retained in the ballot box the same way as hand marked ballots.

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# **Ballot Box Options**

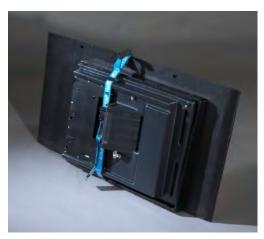
### **CoroPlast ballot box**

The Dominion Plastic CoroPlast Ballot Box for the ImageCast tabulators is a unique and innovative design that offers a cost effective option with the security and durability required on Election Day, along with ease of transport. A rigid, sturdy blow-molded top allows ImageCast Precinct to be locked directly on top of the Coroplast ballot box. Tougher than corrugated fiberboard, and lighter than solid extruded plastic, the Coroplast ballot box is waterproof (weather and stain resistant), lightweight, and compact. The Coroplast ballot box feature three compartments and has the same capacity as the cardboar ballot box

Weighing only ten (10) pounds, poll workers and warehouse staff easily transport the ballot with the nylon carry strap; making set up and tear down of the box easy, and storage efficient. The interchangeable lid and bottom make replacement simple, and can be stacked side by side to condense the amount of storage area in the warehouse. These adaptable features mean a savings in time, labour and space. The CoroPlast ballot box features three compartments and has the same capacity as the plastic ballot box.



ImageCast Precinct Tabulator on the Coroplast Ballot Box (L)



Coroplast Ballot Box ready for transport (R)

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### **Cardboard Ballot Box**

Dominion designed our cost-efficient cardboard ballot box to meet the requirements of our Canadian customers. It is durable, laminated, and made of double-walled corrugate cardboard. It can be re-used in multiple events, or can be environmentally recycled.

The ballot box is a sealed unit that ensures ballots are safely stored once they are cast, to prevent tampering during the election. The ballot box has been specifically designed to fit the ImageCast Precinct tabulator. The ballot box is lightweight, easy to assemble and easy to carry. The cardboard ballot box comes in 2 sizes: large floor model (which can hold up to 3,000 standard sized paper ballots), and small table-top model (which can hold up to 1,500 standard sized ballots).



The ImageCast Precinct tabulator on top of the large cardboard ballot box

### The ballot box features an auxiliary

compartment, for use if the tabulator becomes inoperable during voting. In this situation, voters will deposit their ballots into the auxiliary compartment, and these ballots will be later scanned and processed once the tabulator becomes operational again. The ballot box folds down into a flat configuration, for shipping or storage. Assembly instructions are printed on the box, with numbered steps, and Dominion also provides an assembly video and printed quick reference guides for poll workers.



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# Core Technology - Ensuring Accurate and Transparent Elections

# Highlights

- Dominion Voting Systems has invested in the development of technology that truly sets its products apart from the competition. Dominion's core technologies focus on ensuring two key aspects of the electoral process – accuracy and transparency.
- Dual Threshold technology has a user-defined low and high marginal mark threshold to ensure that each and every voter's ballot will be read the same every time. If a voter does not properly fill in the oval while marking their ballot and their oval mark falls in the marginal mark zone, the system will inform the voter of the Marginal Mark and the **onus of clearly defining their intent is on the voter**, not the Election Official.
- The AuditMark auditing system is, however, what makes the Dominion difference and sets us apart from other vendors in this industry. It is the only system that digitally stores an image of every ballot cast along with a record of how the ImageCast tabulator interpreted each vote, ensuring a completely transparent and auditable election.
- Administrators find it a great comfort when reviewing ballot images during recounts and every image is accompanied by this clear, digital, human-readable AuditMark record.
- We take particular pride in this unique feature, because it demonstrates how seriously Dominion takes our policy of being 100% accountable for each and every vote cast.

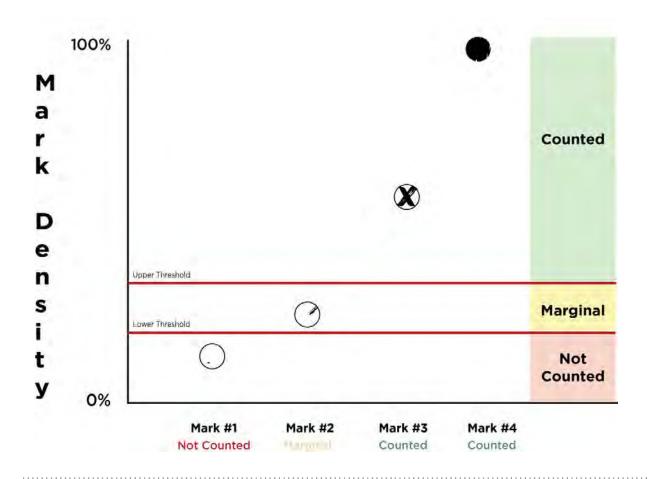
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### **Dual Threshold Technology (Marginal Marks)**

From its early beginnings, Dominion Voting has emphasized the use of digital scanning, and continues to set the standard in digital image acquisition and analysis in the tabulation of digitally scanned ballots. When a hand-marked ballot is scanned by an ImageCast tabulator – at the poll level or centrally - a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined through the Election Management System by the Election Official) to determine what constitutes a vote.

If a mark falls above the upper threshold, it is determined to be a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds (known as the "ambiguous zone"), it will be deemed as a marginal mark and the ballot will be returned to the voter for corrective action (please see diagram below).

With this feature, the voter is given the ability to determine his or her intent at the time they cast their ballot, not an inspection or recount board after the fact, when it is too late. The chart below illustrates the Marginal Mark threshold interpretation.



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### Dominion's Exclusive Digital Ballot AuditMark

Dominion's AuditMark technology will allow the City of Vancouver and Lower Mainland Municipalities to provide greater transparency in the electoral process. Every single ballot in the election is imaged and appended with Dominion's patented AuditMark, a record of how the system interpreted the voter's mark. The AuditMark is the only technology that provides this level of transparency for every ballot cast in the election.

This ballot-level audit trail allows election officials and other stakeholders to review not only the ballot images, but also the tabulator's interpretation of each ballot.

This is a sample ballot image for a ballot processed on the ImageCast Precinct. All ballots are imaged and stored for auditing purposes. The image contains:

- Image of front side of ballot (if the reverse side of the ballot is used, the image is also captured)
- Clear image of all text, ballot identifiers, candidates and voter markings.
- AuditMark: Ballot-level audit trail feature showing the results interpreted by the system for this ballot.

2018 Municipal Sar Monday, January 1 To vote. Ill Hitle oval next to your o		se only the marking pen provided.
Candidates for MAYOR ONE (1) TO BE ELECTED	Candidates for COUNCILLOR TEN (10) TO BE ELECTED	Candidates for SCHOOL TRUSTEE NINE (9) TO BE ELECTED
ABEL, Jannifer Sup Party	& APPS, Gillian NFA	BABIKOV, Ivan Vision Vercount
C) BARNETT, Bryan	BERGEN, Gabriel One Chy Vercouver	C BILODEAU, Alexandre
BISSETT, David	BROWN, Jeremiah	C BROWN, Lascelles NP
COPE COPE	X CARLETON, Gillion	CARTER, Jeff Vincouver 1
CHAN, Patrick	CIOCHETTI, Jenniler NPA	C COAKWELL Ben Public Education P
COCHRANE, Ryan	CRAWFORD, Chandra 4PA	CRAWFORD, Resanna
CROSBY, Sidney	CSIMA, Douglas COPE	C DEMETRE, Luke cor
DOUGHTY, Drew	DROUIN, Derek	C DUCHENE, Mistt Vaccover 1
O DUHAMEL Meagan	Contraction Contraction	C FLAXEY, Caleb
C FORTINO, Laura Idea	GAYLE, Robyn Guest	C GIBSON, Robert
Candidates for	GLAESSER, Jasmin Codar Pate	C GREEN, Brendan COP
PARK COMMISSIONER	A HAMHUIS, Dan Cedar Paty	C HANSON, Janine Bre
SEVEN (7) TO BE ELECTED	O HARVEY, Alex COFE	CHAYDEN, Brent Public Education P.
AMMAR, Amanda Visco Variouver	C HEINICKE, Megan	C HEWITT, Jessica
O BENN, Jamie COPE	O HOWARD, Malcolm NFA	HOWELL, Data vision Varcour
O BOOTH, Molanie	C HUMPHRIES, Kalilie Vision Vancouver	C HUYNH, Carol DOP
O BYRNES, Andrew	O IRWIN, Haley	JACOBS, Brad Vision Vinterye
CHAPMAN, Candace MPA	IC JOHNSTON, Rebecca	C JONES, Perlanne COP
COURNOYER Charle NBA	C KEITH, Duncan Greet	C KERSHAW, Devon
O CROTHERS, WII	C KINGSBURY, Nikaël Vancover tet	C KOCHER, Zina NP
DROLET, Marie-Ève Visce Varcouver	(¥) KUNITZ, Chris COPE	C KYLE, Kaylyn Gru
C FILIGNO, Jonelle Visce Vancauver	C LACASSE Geneviève	CAMARRE, Kim Yaren Vancourt
C FRY, Ryan Visce Valcouver	Cida: Paty	C LUMSDEN, Jesse NP
🗇 GIRARD, Christine	C. MALTAIS, Dominique Coor Faty	C MARLEAU, Patrick
C HAMELIN, Charles IDEA	C MOIR, Scott COPE	C MOSCATO, Carmelina NP
HARNDEN Ryan Uncouver 1st	O MORRISON, Denny Valet Verscouler	C NASH, Rick 000
HEFFORD, Jayna NPA	MOYSE, Heather Vancouver ted	CLDERSHAW, Mark Vison Varcoux
HEYMANS, Émilie COPE	NISHIKAWA, Emily Vancever tet     Ox DVCD, Ketter	C PERRAS, Scott Vantauer1
C HUDEC. Jan Variouver 1st	C PARKER, Kelly	PHILP, Trevor Vision Vincoux SPRING, Christopher
O IMRIE, Megan	S PHELAN, Brittany Voien Vancouver	The second second second
JENNER, Brianne MPA     JONES, Jennifer Mace Vantaver	O PRICE, Carey COPE	City Question
		Shall the City of
and a select for general selection of the	PRIDY, Morgan     UPA     RADFORD, Eric Velon Versouver	Anywhere restrict the
C KHIPPS, Justin NPA	A state of the sta	number of councillors to
		a total of ten, with one
LAROCQUE, Jocelyne COPE     MALTAIS, Valérie Unrowert fail	REVNOLDS, Kevin Varcover tal     RIDDLE, Mike COPE	councillor representing each of eight wards,
MATHESON, Diana Visce Vanbasver	COPE COPE	plus an additional two
MORIN, Andreanne NPA	C ROUGEAU, Lauriane	councillors to be
MOSCOVITCH, Dylan Varcova fail	RUSH, Lyndon Hoal Workurs United	elected at-large?
NAULT, Marie-Eve	& SCHMIDT, Sophie Vision Vescolver	Vote Yes or No
OSMOND, Kaetiyn Jacos Vanca Vancaver	SCOTT, Desires Wast Vercouver	C YES
PERRY, Corey Gern	SERWA, Kelsey	INO NO
C. Burgt And City	SHARP, Patrick Vision Varcouver	
	SINCLAIR, Christine COPE	
	SMITH, Mike	
	SMITH, Nathan Vision Varcouver	
	SORENSEN, Cody Vision Vaccouver	
	SPENCE, Brad Vavrant Int	

Scanned on ICP. Tabulator 129 Foll ID: 129 Ballot ID: 1

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MAYOR ABEL, Immeter (Stop Pariy), PARK COMMISSIONER AMMOR, Amenda (Vision Vancouver), CHAPMAN, Camines (VISIon Vancouver), DRUET, Marie Stog (Vision Vancouver), MATT, Manne Stog (Vision Vancouver), OUNCI LOR, COUNCI LOR, APPS, Cillion (Vision Vancouver), COUNCI LOR, CARLETON, Cillion (COR), CARLETON, Cillion (COR), CARLETON, Cillion (COR), CIANK/CORD, Chandrag (VIRA), CIANK/CORD

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# Results Reporting

### **Results Tally and Reporting**

The EMS Results Tally and Reporting (EMS RTR) module is used on election night upon close of polls to accumulate results from tabulators and generate results reports. For the EMS RTR module, inputs represent encrypted and signed election result files (proprietary format), log files (plain text) and scanned ballot images with AuditMark, produced by the ImageCast Precinct tabulators (PNG and TIFF images). Outputs represent a variety of election result reports, as well as auditing information (XML, HTML, CSV, MS Excel and PDF formats).

The program automatically uploads the result files into the RTR module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the result tally module, the flow of results to the public and media can be controlled.

RTR allows election officials to review the results before releasing them, and the system provides a number of reporting methods, including but not limited to Summary and Poll-level (Statement of Votes Cast) result reports. In addition to the static, pre-defined reports found in most reporting systems, RTR's Summary and Poll-level reports use the Microsoft SQL Server Reporting Services engine to offer maximum flexibility to user. These reports feature a variety of configurable options and filters, including detailed breakdowns of ballots cast during advance voting, and Election Day. Election administrators may use the default settings, or configure the data fields included in the reports depending on the target audience. Reports may be filtered by polling location, district, contest, or tabulator, to narrow in on specific results data of interest contained within the election database.

### **Results Transfer Module - Optional**

The Results Transfer Module would allow the City of Vancouver and Lower Mainland Municipalities to efficiently receive encrypted results files from remote locations that may not have good access to a cellular network for results transmission purposes.

With the Results Transfer Module (RTM), memory cards with the encrypted vote totals are removed from the ImageCast tabulator units at multiple polling locations and brought to a local hub office. At the hub, the memory cards are inserted into a card reader connected to an RTM laptop with a secure VPN connection. The Results Transfer Module will automatically upload the encrypted results files, and transmit them to the ImageCast Listener server, in a manner similar to results sent via modem. Once the files are received, they are available for loading into the Results Tally & Reporting module of the EMS system.

The Results Transfer Module provides an alternate secure result upload option to direct modem transmission from all voting locations.

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### **Election Night Reporting Graphical Display of Results**

Dominion offers enhanced Election Night Reporting, a tool that creates an Internet-based realtime graphical display of results, which provides an attractive and dynamic focus on election night. Our cross-platform (mobile-friendly) results display based in HTML5 is our standard and most popular configuration. The report display runs in real-time on the Internet, updating as results are released from the Results Tally and Reporting module by officials. It can be projected on public display screens, fed to local television stations, and displayed on the jurisdiction's website. Dominion has different report templates available, and can configure the display with either the City of Vancouver or other Municipalities' logo and colours.

	City of Anywhere General Local Election 2018 Unonterel Results City of Anywhere Eligible Vaches (Municipality): 20195 Eligible Vaches (Municipality): 20195	Tabulators Bailiots Cast Turnout	14/14 8368 27.71%
City of Anywhere	Ma	ayor	
Contest	Vote For 1	Votes	%
Mayor	Dan HAMHUIS	468	5.66%
Councillor	Rick NASH	445	5.38%
School Trustee	Sidney CROSBY	444	5.37%
	Valérie MALTAIS	426	5.15%
	Marianne ST-GELAIS	421	5.09%
	Haley IRWIN	419	5.07%
	Tessa VIRTUE	416	5.03%
	Tim RANDALL	415	5.02%
	Jonathan TOEWS	415	5.02%
	Ryan FRY	414	5.01%
		412	4.98%
	Jamie BENN	408	4.93%

Sample Election Night Reporting Graphical Display of Results

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# Other Modules

## **Mobile Ballot Printing**



Easily print ballots whenever and wherever needed with Dominion's Mobile Ballot Printing module. Fully integrated with Democracy Suite, the Mobile Ballot Printing module allows jurisdictions to provide "Vote Anywhere" locations in a cost-effective and flexible way. The system is hardware "agnostic," giving you the flexibility to use your existing print hardware or leverage other commercially available off-the-shelf (COTS) printers. Dominion is offering two printer size options to accommodate the different capacity-needs of the counties.

The Mobile Ballot Printing module has a user-friendly interface that presents clear information about ballots available to print, and features audit reports to track how many times each ballot style has been printed. Democracy Suite ballots have interfaced with a variety of on-demand ballot printing solutions, and Dominion is willing to work with the current county vendor to provide this service to the jurisdictions. The vendors qualified to print Dominion ballots are subject to a printing qualification process conducted by Dominion for quality assurance.

### **Test Deck Generator**



The creation of automated, comprehensive test decks can assist the City of Vancouver and Municipalities in conducting Logic & Accuracy testing. Using the Election Day database, a series of pre-marked ballots are generated based on a computer algorithm designed to provide the highest assurance of system accuracy. When scanned, these ballot decks create known outcomes that can be compared with tabulated results.

The test decks provide verification of both the quality of the printed ballots as well as the correctness of each ImageCast Precinct vote tabulator's programming. The elimination of error due to mistakes in hand-marking provides a higher degree of confidence in the test results. The Automated Test Deck Generator module will help save time and resources for L&A without compromising accuracy.

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# System Security Overview

Dominion implements security protocols that meet or exceed U.S. EAC VVSG 2005 requirements. All of Dominion's security protocols are designed and implemented to stay current with the rapidly evolving U.S. EAC security requirements set forth by various iterations of the VVSG.

Dominion's security technology is unprecedented insofar as it takes into account every aspect and every component of the Democracy Suite platform. This includes – but is not limited to – the full encryption of election projects, iButton security keys, Compact flash cards, election data, software applications, elections results files, and data transmission. In addition, Dominion developed a custom ballot authentication system built around an (optional) secure ballot paper stock and in-tabulator authenticators.

### Maintaining Data Integrity

Data generated by the Democracy Suite platform is protected by the deployment of FIPSapproved symmetric AES and asymmetric RSA encryption. The Democracy Suite EMS uses these techniques to encrypt election files prior to their use on ImageCast tabulators. Once the polls have been closed, the ImageCast tabulators encrypt all of the results files prior to being uploaded back to EMS.

SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.

### **EMS Security**

To protect any modification of software by malicious users, the Democracy Suite EMS integrates the Microsoft .NET Framework code signing process, within which, Dominion Voting digitally signs every executable and library (DLL) during the software build procedure. After the installation of EMS software, only successfully verified EMS software components will be available for use. Digital signature verification is performed by the .NET Framework runtime binaries. If a malicious user tries to replace or modify any EMS executables or library files, the digital signature verification will fail and the user will not be able to start the EMS application.

## **Role-based Access Controls**

The Dominion Democracy Suite system integrates a role-based access control system for all software and hardware components. Each user accessing the system is the member of one of the predefined or custom-made roles. Each role has its own set of permissions, or actions that users of that role are allowed to perform. This access control approach provides authentication and authorization services and can be granular according to the jurisdiction's needs and organization.

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### **Effective Password Management**

Proper password management requires multiple activities and controls, namely:

- Input data validation
- Data quality
- Utilization of one-way (hash) cryptography
- Computer generated passwords for greater entropy and protection from dictionary attacks
- Different password strength profiles for different user levels
- Utilization of hardware tokens for storing user credentials (two-level authentication security: something you know and something you have)
- User state machine (initial, active, inactive)

## Hardware Access Controls

Democracy Suite utilizes hardwarebased security tokens (iButton security keys or activation card) in the process of access control for all ImageCast vote tabulators. These password paired hardware tokens contain data encryption information used in the voting process (encryption and signing keys). Without a valid security token, and paired access password, the administrative functions of election tabulators are effectively locked.



The poll worker applies his/her iButton security key to the tabulator

### The ImageCast Precinct and the

ImageCast X Ballot Marking Device follow the same security standards, which have been tested to meet the security standards required by the U.S. EAC 2005 VVSG. Both devices require two-factor authentication to start up the unit and open it for voting.

## Communications

For communication channels (as well as data storage) a combination of security techniques for data integrity, authenticity and confidentiality is implemented. Democracy Suite integrates AES or RSA encryption algorithms for data confidentiality, along with SHA-256 and HMAC digital signatures for data signing (data authenticity and integrity). The system does not require external Internet connections.

All of these activities and controls are integrated within the Democracy Suite platform.

Dominion utilizes authentication and authorization protocols that meet EAC VVSG 2005 standards. In addition, Dominion's solution relies on industry-standard security features to ensure that the correct users based on a user role or groups are granted the correct privileges. Finally, each jurisdiction is responsible for ensuring that only authorized personnel have access

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to both the system and tools used for installation and configuration purposes. All back end system, and tabulator operations are continuously and completely logged at all times to maintain a complete record of all election-related processes.

		Mode 1- Symmet	tric Crypto
File Type	Storage Place	Confidentiality	Integrity
Election files (ICP) and election database (ICE), DCF (ICP) and MBS (ICE), result files (ICP/ICE)	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Reports and Logs	NAS and Compact Flash	AES-128/256	HMAC (SHA-256)
Ballot Images	NAS and Compact Flash		HMAC (SHA-256)
Ballot Layout Defi- nition (XML)	NAS and Compact Flash		HMAC (SHA-256)
Official Ballots	NAS	X.509 Digital Certi	ficate
User Credentials	iButton	HMAC (SHA-256)	HMAC (SHA-256)

File Type to Security Algorithmic Mappings

# **Tabulator Security**

## **Electronic Safeguards and Security**

To access any of the administration functions of the ImageCast tabulators, an electronic iButton security key has to make contact with the iButton security key receptacle on the cover of the unit.

Access to the unit can be granted to two different levels of people:

- The poll worker iButton security key is used by the poll worker to access all poll worker functions.
- The technician iButton security key is used by a technician with authorized access to update and verify firmware.

During the power on sequence, the unit will not function until an authorized poll worker accesses the administrator screen. The ImageCast tabulators are unlocked by an iButton security key, which is used to:

• Authenticate the software version (ensuring it is a certified version that has not been tampered with)

• Decrypt election files while processing ballots during the election

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- Encrypt results files during the election
- Provide access control to the unit

It is possible that iButton security keys may get lost; therefore, any substitute key created for the same tabulator will allow the unit to work fully.

An authorized poll worker iButton security key will grant access to the admin screen, from which the following operational functions can be accessed:

- Diagnostics Test
- Provisional Voting/Ballot Test
- Opening Poll
- Accessible Voting
- Closing Poll
- Reports
- Election Statistics
- Re-Open Poll
- Re-Zero Poll
- Power Down
- Ballot Review

### Battery Back-up

In the event of a loss of power, each ImageCast Precinct tabulator has an internal back-up battery that can provide at minimum 2 hours of uninterrupted operation, as per EAC VVSG 2005 standards. The Accessible Voting Ballot Marking Device uses a UPS back-up battery during a loss of power, which will last for a minimum of two hours.

If power surges or other abnormal electrical occurrences were to happen, the back-up battery will remain operational. ImageCast tabulators have full surge and power anomaly protection integrated into its internal circuitry. This integrated protection covers the unit when running under AC power, or when running under battery power. ImageCast Precinct tabulators also have internal surge absorbers, which have been tested successfully against 2-Kilovolt line-surge by third-party test labs. The ImageCast Precinct's power adaptor is a Class 2 adaptor, and has internal fusing to protect against surges as well.

### **Results Storage Media and Security**

The ImageCast tabulators have sockets for two removable, non-volatile Compact Flash cards (Primary and Administration), both of which are accessible from the unit and stored behind sealable doors. The content of each card is securely encrypted and digitally signed.

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The system saves election and voting data simultaneously to both locations. The Administrative memory card holds a copy of the election results and audit log from the Primary card. The memory cards will retain data for over twenty-two months, as per U.S. EAC VVSG 2005 Volume I requirements. The memory cards are extremely reliable, and Dominion has never had a card fail during an election event. Data on the cards is protected from power failure, since they are non-volatile.



Memory Card Compartments sealed for security

In the case of hardware malfunction or catastrophic electrical or mechanical damage, the memory cards will retain all previously tabulated ballots, and can be inserted into a spare unit without the loss of data. When powered on, the spare unit resumes operation using the previously stored election data without any loss of previously tabulated ballots.

The portable memory cards are accessible from the front of the unit behind sealable doors, which can be secured with a physical lock, and/or tamper-evident seals.

### Tabulator Audit Log File

The tabulator Audit Log file is stored on the Compact Flash memory cards, and contains a chronological list of all messages generated by tabulator software. All audit record entries include a time-and-date stamp based on the real time clock in the hardware. This file is encrypted and digitally signed to protect its integrity.

During the final results tally audit activity, the automated audit log of each optical scanner is input into the EMS Results Tally and Reporting system for a consolidated record.

This tabulator Audit Log File includes:

- System startup messages (recorded by Application Loader)
- System self-diagnostic messages (module initializations, security verifications)
- All administrator operations (messages include "security key" id names)
- All ballots cast, rejected and diverted
- All voter notifications (undervotes, overvotes)
- All system errors (paper jams, power failures, hardware failures, data errors, etc.)
- Source and disposition of system interrupts resulting in entry into exception handling routines
- All messages generated by exception handlers
- Notification of system login or access errors, file access errors, and physical violations of security as they occur, and a summary record of these events after processing

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services  Non-critical status messages that are generated by the machine's data quality monitor or by software and hardware condition monitors

All audit logs are digitally signed. If there is tampering of the audit data or logs, this is detected by the operating unit. The unit reports 'Election file mismatch' and will not operate since modifying the audit files can only indicate malicious usage.

Every action, event, and operation that occurs on ImageCast tabulators is permanently logged to an audit log file that exists on both memory cards. This file is signed and encrypted. Audit logs are available to operators at all times. On the optical scanners, these can be accessed from the Administration menu, and printed.

Audit log records cannot be deleted nor modified. Users with proper authorization levels can generate and view the audit report. Audit reports cannot be deleted.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



### AMENDMENT I

### TO THE HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT TITLED "STANDING AGREEMENT" BY AND BETWEEN DOMINION VOTING SYSTEMS CORPORATION AND THE CITY OF VANCOUVER DATED AS OF JANUARY 1, 2018

This Amendment 1, dated May 26, 2018 ("Effective Date") is made by and between the City of Vancouver, British Columbia ("Customer") and Dominion Voting Systems Corporation ("Dominion"). This Amendment 1 may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, on January 1, 2018 the Parties entered into a Standing Agreement (the "Agreement");

WHEREAS, Dominion and Elections Ontario ("EO") entered into an agreement that provide for the lease of Dominion tabulators to the Customer directly from EO for the Customer's upcoming October 2018 Election (the "October 2018 Election");

WHEREAS, Dominion and EO have offered Customer a discounted price if Customer leases tabulators directly from EO through EO's Tabulator Lease Program (the "EO Lease Program") for the October 2018 Election;

WHEREAS, the Parties desire that except for the Customer lease of tabulators from EO for the October 2018 Election, all terms of the Agreement remain in full force and effect.

NOW THEREFORE, the Parties agree to amend the Agreement in accordance with the terms and conditions set forth below:

- 1. <u>Incorporation of Recitals</u>. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- <u>Changes to Agreement.</u> The Agreement is hereby amended by the addition of Exhibit Λ-1 (attached hereto) to the Agreement. The terms of Exhibit A-1 amend the Agreement only in respect of the October 2018 Election.
- 3. <u>All Other Terms.</u> All other terms and provisions of the Agreement shall remain in full force and effect unamended.

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

Amendment 1 to the Agreement Page 1 of 12

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IN WITNESS WHEREOF, the Parties Effective Date.	have executed this Amendment 1 as of the
DOMINION VOTING SYSTEMS CORPORATION	THE CITY OF VANCOUVER
John Poulos Name	for <u>George Kavouras</u> Name
President and CEO Title	<u>Category Manager</u> Title
May, 29, 2018 Date	MAY DE, 2018 Date
Signature	Signature
Name	<u>Nick Kassam</u> Name
Title	<u>Chief Procurement Officer</u> Title
Date	MAY 28, 2018 Date
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Dominion Voting Systems Corporation Vancouver BC – 05.26.2018 Amendment 1 to the Agreement Page 2 of 12

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### EXHIBIT A - 1

### RENTAL OF DOMINION TABULATORS FROM ELECTIONS ONTARIO FOR THE OCTOBER 2018 ELECTION

### 1. Changes to Standing Agreement:

- 1.1. Capitalized terms used and that are not defined in this Exhibit will have the meaning given to them in Amendment 1.
- 1.2. The terms of this Exhibit amend the Agreement only in respect of the October 2018 Election.
- 1.3. The rental of ImageCast Precinct Optical Scan Ballot Tabulators as contemplated in the Standing Agreement will be rented by Customer from EO for the October 2018 Election pursuant to the terms of the Voting Technology Lease Agreement (the form of which is attached as Exhibit A-2) to be entered into by Customer and EO (the "EO Lease Agreement").
- 1.4. The tabulators that Customer will rent from EO under the EO Lease Agreement will meet all of the requirements of the Standing Agreement (the "EO Tabulators").
- 1.5. Notwithstanding the terms of the EO Lease Agreement, Dominion hereby affirms that it will perform all of its obligations under the Standing Agreement in respect of the EO Tabulators (as though the EO Tabulators were originally contemplated in the Standing Agreement) including, without limitation:
  - a. delivering the EO Tabulators to Customer at the Designated Site (as defined in the EO Lease Agreement);
  - b. upon delivery, doing all such things as is necessary to have the EO Tabulators ready for Customer's use;
  - c. when the EO Tabulators are in use by Customer, performing all of the services as described in Schedule A of the Standing Agreement;
  - d. after the October 2018 Election, packaging the EO Tabulators as per the process specified in the Standing Agreement, and delivering them to EO;
  - e. complying with Dominion's obligations in respect of its Service Level Agreement in accordance with Schedule D of the Standing Agreement; and
  - f. performing all of the above in accordance with the timeframes and deadlines as agreed under the Standing Agreement.

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

Amendment 1 to the Agreement Page 3 of 12

- 1.6. Dominion will indemnify Customer for any breach by Customer of, or any liability Customer may have to EO under, the EO Lease Agreement that is caused by a breach, negligent act or omission of Dominion under the Standing Agreement as amended by Amendment 1.
- 1.7. Except as expressly amended by this Exhibit, all other terms of the Standing Agreement remain in full force and effect unamended.
- 1.8. Schedules B (Pricing) and E (Project Milestones and Payment Schedule) of the Standing Agreement are amended and attached as Exhibit A-3.

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

Amendment 1 to the Agreement Page 4 of 12

### EXHIBIT A - 2

### FORM OF VOTING TECHNOLOGY LEASE AGREEMENT TO BE ENTERED INTO BY CUSTOMER AND ELECTIONS ONTARIO

(See attached)

Dominion Voting Systems Corporation Vancouver BC - 05.26.2018

Amendment 1 to the Agreement Page 5 of 12

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#### VOTING TECHNOLOGY LEASE AGREEMENT

This Voting Technology Lease Agreement (the "Agreement") is made and entered into this 25th day of May, 2018, (the "Effective Date"), by and between Her Majesty the Queen in Right of Ontario as represented by the Chief Electoral Officer of Ontario ("Lessor"), and the City of Vancouver, located at 453 West 12<sup>th</sup> Avenue, Vancouver, BC V5Y 1V4 ("Lessec").

#### **RECITALS:**

A. WHEREAS Lessor is the owner of certain Voting Technology (as defined herein) which can be utilized during a voting process.

B. **AND WHEREAS** Lessor desires to lease the Voting Technology to Lessee so that Lessee may use the Voting Technology during the Event Period (as defined herein) in accordance with the terms of this Agreement.

C. AND WHEREAS Lessee desires to lease the Voting Technology from Lessor to use the Voting Technology during the Event Period in accordance with the terms of this Agreement.

**NOW THEREFORE** Lessor and Lessee, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency which is acknowledged by the Parties, hereby agree as follows:

#### 1. **DEFINITIONS**

1.1 Definitions. In this Agreement, the following terms have the following meanings:

"Applicable Laws" means (i) the *Election Act*, R.S.O. 1990, c. E.6, as the same may be amended from time to time; and (ii) all other laws applicable to the parties.

"Confirmation of Delivery Period" has the meaning set out in Section 6.1.

"Claims" means all claims, demands, losses, liabilities and damages (including taxes and related penalties if applicable), and all related costs and expenses, including reasonable legal and professional fees, expert fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties.

"Delivery Date" has the meaning set out in Section 5.1.

"Designated Site" means such location(s) as may be designated by Lessee and agreed to in writing by Lessor, including those described in Schedule B.

"Election Event" means a voting process administered by Lessee during which Lessee intends to make use of the Voting Technology as contemplated herein.

"End User License Agreement" means the additional legal agreement between Lessor and Lessee in connection with Lessor's sublicense of Firmware as further set out in Schedule C.

"Event Period" means the period of time that Lessee intends to use the Voting Technology in connection with an Election Event, as further described in Schedule B.

"Firmware" has the meaning set out in Schedule C.

"Force Majeure Event" has the meaning set out in Section 15.7.

"Lessor Indemnities" means her Majesty the Queen in right of Ontario, her officers, appointees, employees, contractors and agents.

"Return Date" means the date that Voting Technology shall be made available for pick up for return to the Lessor.

"Receipt of Voting Technology" has the meaning set out in Section 12.1

"Software" meaus any software, including any firmware, middleware and third party software provided hy Lessor to Lessee hereunder.

"Term" has the meaning set out in Section 10.1.

"Voting Technology" means the hardware specified in Schedule A and includes the Software and the Firmware, as applicable.

#### 2. GRANT OF LEASE

2.1 Lessor hereby leases to Lessee the Voting Technology described in Schedule A for use during the Event Period subject to the terms and conditions of this Agreement.

2.2 The Voting Technology may be used by contractors of Lessee so long as Lessee remains fully responsible and liable for the performance or non-performance of the obligations of its contractors as well as the actions and omissions of such contractors to the same extent as if performed by Lessee.

#### 3. SOFTWARE AND FIRMWARE LICENSES AND RESTRICTIONS ON USE "

**3.1** Subject to all the terms and conditions of this Agreement, Lessor hereby grants to Lessee a non-exclusive, non-sublicensable, limited, royalty-free, fully paid-up right and license to use the Software during the Term solely in connection with its use of the Voting Technology.

3.2 If the Voting Technology leased by Lessee includes tabulators, Lessee shall additionally execute the End User License Agreement and Lessee hereby confirms that it shall (i) use the Firmware (as described therein) solely in accordance with the license terms for same as set out in such End User License Agreement; and (ii) at all times during the Term comply with such End User License Agreement.

3.3 Lessee agrees to use all commercially reasonable efforts to prevent any unanthorized distribution, use, duplication, reverseengineering, pirating or copying of the Software and Firmware.

#### 4. FEES AND PAYMENT

4.1 In consideration for leasing the Voting Technology during the Term of this Agreement, Lessee shall pay to Lessor the fees described in Schedule B, plus any applicable taxes. All invoices must be paid within thirty (30) days of Lessee's receipt of such invoice. Any invoices which are unpaid by Lessee thirty (30) days after the due date may, in the discretion of Lessor, be subject to interest at the then current Bank of Canada rate on a per annum basis, calculated as and from the date due.

#### 5. DELIVERY AND INSTALLATION

5.1 The Voting Technology shall be delivered on the date described in Schedule B (the "Delivery Date"). Delivery occurs when the Voting Technology is provided to Lessee by Lessor or its authorized agent at the Designated Site.

5.2 Lessor or its authorized agent shall be responsible for delivering the Voting Technology to Lessee at the Designated Site on the Delivery Date. All costs arising in connection with the delivery of the Voting Technology to the Designated Site shall be paid by Lessor. Lessee shall not bear the risk of loss for the Voting Technology until delivery to the Designated Site. Lessee shall be solely responsible for unpacking and installation of the Voting Technology.

#### 6. CONFIRMATION OF DELIVERY

6.1 Upon delivery of the Voting Technology, Lessee shall have 5 business days to inspect the Voting Technology and confirm delivery of the Voting Technology (the "Confirmation of Delivery Period").

6.2 The Voting Technology shall be deemed to be confirmed as delivered to the Lessee upon the earlier of:

- (a) the date Lessee notifies Lessor, in writing, that the Voting Technology has been delivered to the Lessee; or
- (b) the expiry of the Confirmation of Delivery Period and Lessee's failure to notify the Lessor of any defective Voting Technology in accordance with Section 6.3 below.

6.3 If the Voting Technology is deemed defective by Lessee during the Confirmation of Delivery Period, then Lessee shall so notify Lessor, specifying the nature of the defect. Lessee shall provide reasonable assistance to the Lessor to diagnose and reproduce the defect. Lessor shall, at its option, either: (i) correct such defect in the Voting Technology; or (ii) replace the defective product Voting Technology at no additional cost to Lessee.

#### 7. MAINTENANCE AND RISK OF LOSS

7.1 Except for damages attributable to Lessee's misuse of the Voting Technology, Lessor shall be fully responsible for maintaining the Voting Technology, Lessee shall promptly advise Lessor in writing of any maintenance or repair required by the Voting Technology.

7.2 Lessee assumes all risk of loss for the Voting Technology upon delivery to Lessee. If the Voting Technology is lost or damaged beyond repair, Lessee shall pay to the Lessor any replacement costs of the Voting Technology as determined by Lessor.

#### 8. OWNERSHIP

8.1 Ownership of and to the Voting Technology shall at all times remain in the Lessor and its heensors. The Lessee shall not encumber, purport to grant a security interest in or otherwise pledge the Voting Technology.

#### 9. USE OF THE VOTING TECHNOLOGY

9.1 Lessee shall use the Voting Technology during the Event Period solely in connection with an Election Event (including all required preparation for and post-Election Event activities) and in the manner contemplated by the manufacturer thereof. Lessee is

expressly forbidden to sublease the Voting Technology. Lessee acknowledges and represents that the Voting Technology shall be and remain personal property, notwithstanding the manner by which it may be attached or affixed to realty.

9.2 Lessee assumes all liability for loss, damage or injury to persons or property arising directly or indirectly out of the possession, use or operation of the Voting Technology by its employees, contractors or users, whether or not caused by negligence.

#### 10. TERM AND TERMINATION

10.1 This Term of the Agreement shall begin on the Effective Date and, unless terminated sooner in accordance with Section 10.2 of this Agreement, shall expire thirty (30) calendar days after the Return Date as set out in Schedule B or such other date as the parties may subsequent agree in writing (the "Term").

10.2 Lessee may terminate this Agreement upon written notice to the Lessor in the event that there is a change in Applicable Laws such that Lessee is no longer able to use the Voting Technology to conduct an Election Event.

10.3 Lessor may terminate this Agreement immediately, upon written notice, if (i) Lessee breaches this Agreement; or (ii) Lessor is no longer authorized to make the Voting Technology available to Lessee as a result of changes in Applicable Laws or otherwise.

#### 11. SURRENDER

11.1 The Lessee shall make the Voting Technology available for return shipment to Lessor or its authorized agent at the Designated Site by the earlier of (i) the Return Date; or (ii) thirty (30) calendar days following termination of the Agreement as described in Section 10.2 above. Lessee shall ensure that the Voting Technology shall he in the same condition as received, save and except for reasonable wear and tear arising from proper use only.

11.2 Lessee shall he responsible for preparing the Voting Technology for return to Lessor in accordance with the written instructions previously provided by the Lessor to the Lessee. Lessee shall be responsible for repacking the Voting Technology in the format required for return to Lessor.

11.3 Lessor shall be responsible for shipping the Voting Technology from the Designated Site to the Lessor's premises. All costs associated with the delivery of the Voting Technology from the Designated Site to Lessor shall he paid by the Lessor.

#### **12. RECEIPT OF VOTING TECHNOLOGY**

12.1 Upon return of the Voting Technology, Lessor shall inspect the Voting Technology and identify any missing or damaged items. Upon completion of this inspection, the Voting Technology shall be deemed to be received by the Lessor ("Receipt of Voting Technology").

12.2 Lessor shall notify the Lessee of any missing or damaged items from the Voting Technology shipment. The Lessor reserves the right to assess a fee to the Lessee for any missing or damaged items identified during the Receipt of Voting Technology.

#### 13. WARRANTY; DISCLAIMER

13.1 Lessor represents and warrants that the Voting Technology is and shall remain in good working order during the Term. Lessee's sole and exclusive remedy for breach of this warranty shall be, at Lessor's option, either: (i) the correction of verifiable defects in the Voting Technology; or (ii) replacement of the defective Voting Technology at no additional cost to Lessee.

13.2 EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE VOTING TECHNOLOGY IS PROVIDED ON "AS IS, AS AVAILABLE" BASIS WITH NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT OF THE LAW, LESSOR FULLY DISCLAIMS AND WAIVES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE VOTING TECHNOLOGY, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT PERMIT SUCH EXCLUSION OF WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO THE LESSEE.

#### 14. INDEMNITY

14.1 Lessee agrees to defend, indemnify, and hold harmless each of the Lessor Indemnitees, from and against any and all Claims arising from or relating to: (i) Lessee's hreach of this Agreement or any negligent act or omission related to Lessee's activities under this Agreement; or (ii) Lessee's use of the Voting Technology.

#### 15. GENERAL

15.1 Entire Agreement – Other than the End User License Agreement, the provisions herein constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

15.2 Governing Law - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of Ontario shall have the exclusive jurisdiction over this Agreement and any claim or dispute arising under it.

15.3 Waiver - No delay or omission by a party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, will impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

15.4 Severability - Should any section of this Agreement be or become illegal or unenforceable, such section shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

15.5 Notice - Any notice required or permitted to be sent under this Agreement shall be in writing and sent to the recipient at the recipient's address specified on the first page hereof by registered mail or by fax confirmed by a copy delivered by registered mail or by hand delivery. Notice sent by registered mail will be deemed effective on the third day following mailing. Notice sent by fax will be deemed effective on the next business day. Notice delivered by hand shall be signed for by the recipient and shall be deemed to be effective on delivery.

15.6 Counterparts - This Agreement may be executed by the parties in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

15.7 Force Majeure Events - Neither party will be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control (a "Force Majeure Event"). The parties agree that an event will not be considered a Force Majeure Event if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Additionally and without limiting the generality of the foregoing, the parties further agree that Force Majeure Events will include natural disasters and acts of war, insurrection and terrorism but does not include shortages or delays relating to supplies or services or fires. If a party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that party shall promptly notify the other party of the delay or nonperformance, the reason for such delay or non-performance, the anticipated period of delay or non-performance.

**15.8** Survival - The termination of this Agreement shall not affect any right of action or claim of either party existing at the time of such termination, and Sections 3.2, 9.2 and Articles 1, 4, 6 - 8, 12 - 14 shall survive the termination of this Agreement.

15.9 Enurement - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives and permitted assigns.

15.10 Assignment of Rights - This Agreement shall not be assignable by Lessee.

IN WITNESS WHEREOF the partics have hereto have duly executed this Agreement as of the day and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented herein by THE CHIEF ELECTORAL OFFICER OF ONTARIO

Per: Name: Title:

#### THE CITY OF VANCOUVER

Per:

Name: Nick Kassam

Title: Chief Procurement Officer

#### SCHEDULE A DESCRIPTION OF VOTING TECHNOLOGY

This Schedule describes the Voting Technology that an Electoral Authority may lease through the Elections Ontario Voting Technology Sharing Program:

### Tabulator Kit

Quantily	Item Name
1	Case – Pelican Storm iM2750 case
1	Tabulator – Dominion Voting Systems ImageCast Precinct
1	Power adapter for Tabulator

The Lessor will only provide the equipment contained in the Voting Technology Kit above. The Lessor will not provide any consumables, such as thermal paper rolls, secrecy folders, or ballot paper with the Voting Technology Kit.

#### SCHEDULE B LEASE PARTICULARS

This Schedule B contains the lease particulars for the specified Lessee,

### 1. Delivery Details:

Question for Lessee	Lessee Information
Event Period	<u>l and dered served all an a same lar</u>
Delivery Date:	Delivery Date (YYYY/MM/DD):
When does the Lessee require the Voting Technology to be delivered to the Lessee location for the Election Event?	August 2018
Return Date;	Return Date (YYYY/MM/DD):
When shall the Voting Technology be made available by the Lessee for pick up from the Lessee location, after the Election Event?	November-December 2018
Designated Site	· · · · · · · · · · · · · · · · · · ·
What is the full shipping address for the Lessee location? Please provide the full shipping address of where the Lessee requires the Voting Technology to be shipped to, and include a contact name and telephone number.	Address: City of Vancouver Election Office (laneway entrance) Attn: Siobhian Heaney 450 West Broadway Vancouver, BC V5Y 1R3 Contact for Delivery and Return: Name: Handled by Dominion Telephone Number:

#### 2. Fees for Non-Ontario Municipality:

The below table outlines the fees to be paid by the Lessee to the Lessor for the lease of the Voting Technology, not including any replacement costs of Voting Technology that is lost or damaged beyond repair.

Item (as described in Schedule A)	Fee per Item	Quantity Required by Lessee	Total Item Price
Tabulator Kit	\$500.00	170	\$85,000
GST			\$4,250.00
Total Price			\$89,250.00

### 3. Payment Schedulc:

All invoices must be paid within thirty (30) days of Lessee's receipt of invoice. The Lessor will submit an invoice to the Lessee for the total fees plus any replacement costs of the Voting Technology, if any, upon return and Lessor's inspection of Voting Technology and confirmation of Receipt of Voting Technology.

#### SCHEDULE C END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is made between the City of Vancouver ("Authorized User") and Her Majesty the Queen in Right of Ontario as represented by the Chief Electoral Officer of Ontario ("Elections Ontario") this 1<sup>st</sup> day of May, 2018 (the "Effective Date").

#### Background:

A. As of May 25, 2017 Elections Ontario signed a Master Services Agreement ("MSA") with Dominion Voting System Corporation ("DVS") that allows Elections Ontario to sublicense certain software rights to Canadian Electoral Authorities in connection with the use by such Canadian Electoral Authorities' use of tabulator equipment made available to Electoral Authorities under Elections Ontario's lease program.

**B**. Authorized User is an Electoral Authority under the Election Act (Ontario) that wishes to obtain a limited license to use such software as described in this Agreement pursuant to the lease program described in the MSA and subject to the terms of this Agreement, at no additional charge from Elections Ontario.

- 1. <u>LICENSE TO USE FIRMWARE</u>. Upon accepting the terms and conditions of this Agreement, Elections Ontario grants to you ("you" means you and the entity for whom you act as an employee and agent) a nonexclusive, non-transferable limited license to use the DVS-owned firmware ("Firmware") emhedded in the tabulator hardware made available to you by Elections Ontario. You may only use the Firmware in conjunction with the tabulator hardware obtained from Elections Ontario.
- The rights granted to you by this Agreement extend only for so long as (i) you abide by all the terms of this Agreement; and (ii) until such time as Elections Ontario advises that you in writing that you must cease all use of such Firmware and in such instance you agree to immediately cease all use of the Firmware.
- 3. **RESTRICTIONS ON USE AND TRANSFER.** You may not do any of the following:
  - (a) copy any portion of the Firmware;
  - (b) transfer the Firmware to anyone other than Elections Ontario or DVS;
  - (c) rent, lease or loan any portion of the Firmware to any other person;
  - (d) transfer or make available any portion of the Firmware in a LAN or other network;
  - (e) disclose, reverse engineer, decompile or disassemble any portion of the Firmwarc; or
  - (f) create any work derivative of the Firmware.

You acknowledge and agree that the Firmware constitutes trade secret information and copyrighted material which is owned exclusively by DVS, and that any actual or threatened violation of this Agreement shall result in irreparable harm to DVS and Elections Ontario and shall entitle DVS and Elections Ontario to an injunction as well as other legal remedies.

4. <u>NO WARRANTY/LIMITED LIABILITY</u>. THE FIRMWARE IS PROVIDED AS IS AND WITH NO WARRANTY. EACH OF ELECTIONS ONTARIO AND DVS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NEITHER DVS NOR ELECTIONS ONTARIO NOR ANY OF ITS EMPLOYEES OR AFFILIATES, AS APPLICABLE, SHALL BE LIABLE FOR ANY DAMAGES YOU SUSTAIN, INCLUDING WITHOUT LIMITATION, LOSS OF FUNDS, REQUIREMENTS FOR ADDITIONAL EXPENDITURES, DELAYS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, WHICH ARE ALLEGED TO ARISE FROM YOUR USE OF THE FIRMWARE.

#### 5. <u>MISCELLANEOUS</u>.

(a) This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of provisions thereof. Any legal claim you may present against Elections

Ontario or DVS may be presented only in a court located in Ontario, and you consent to the jurisdiction of such court.

This Agreement constitutes the entire agreement between you and Elections Ontario regarding the Firmware, and this Agreement may only be modified in a written document that is signed by the duly authorized representatives of both you and Elections Ontario and this Agreement shall control over any other agreement or understanding which has terms that are inconsistent with the terms hereof. If any provision of this Agreement is held by any court or other authority to be invalid, illegal, or otherwise unenforceable, each and every other provision of this Agreement shall remain in full force and effect, except that Elections Ontario shall have the right at its option, to terminate all rights granted to you in Part 1 hereof by giving you notice.

IN WITNESS WHEREOF the parties have agreed to be bound by this Agreement as of the Effective Date.

Per: Name: Nick Kassam

Title: Chief Procurement Officer

(b)

We/I have authority to bind the Corporation

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented herein by THE CHIEF ELECTORAL OFFICER OF ONTARIO

Per:	f. R.
Name:	Lalitha Finch
Title:	Chief Operating Officer

### EXHIBIT A - 3

### Schedule B Pricing - amended and

Schedule E - Project Milestones and Payment Schedule - amended

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

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### Schedule B - Pricing - amended

Unit Prices stated in this Schedule B - Pricing Statement will be in effect during the term of the Agreement, inclusive of by-elections, recounts, and other voting or election events.

The Supplier's Preferred Customer Discount of 47% stated in this Schedule B - Pricing Statement will be in effect during the term of the Agreement, inclusive of by-elections, recounts, and other voting or election events.

In the table below, the amounts shown under 'Quantity' are specific to the 2018 Election. The 'Extended Price' column is specific to the 2018 Election.

A - Equipment, Accessories and Training Material - Service Option	Quantily	Unil Price	Extended Price	Detailed Description
Training materials (manuals, videos, product photographic images)	1 (softcopy)	included	included	
Troubleshooling Guide	1 (softcopy)	included	included	
Training Demo Tabulators	4	\$1,300.00	\$5,200.00	ImageCast Precinct Optical Scan Tabulator (Including memory cards for each unit)
Demo Training Ballots	100	50.25	\$25	Standard generic famous names training ballot
Test ballots for L&A	600	\$0.32	\$192	Printed Ballots for L&A testing. 8.5" x 17", 500 CoV plus 100 UEL. Double-sided 100lb text. Shrink-wrapped in bundles of 50 sheets, boxed in 2000s. Similar to 2017 By-Election design and colours.
Set of cloned memory cards for up to 10 real Voling Place locations (i.e. 20 cards).	10 sets	\$160 per set	\$1,600	Includes card rental and preparation labour. As per Additional Memory Card price shown in Consumable and Additional Item section below (\$80 per card, Including programming)
Training Ballot Boxes (large cardboard)	4	\$50.00	\$200.00	Large Cardboard Ballot Box (for ImageCast Precinct tabulator)
Ballot Boxes (large cardboard)	170	\$50.00	\$8,500.00	Large Cardboard Ballot Box (for ImageCast Precinct labulator)
Small Half-size Tabletop cardboard ballot boxes (capacity 1,500 standard size ballots)		\$50.00		
Ballot Tabulating app/software (includes all EMS system. licensing)		\$18,000.00	\$18,000.00	Election Management System (EMS) License
				Includes the following components:
	1.1			Election Event Definition Module License;
	4			§ Module hosted by Dominion
				Results Tally and Reporting Module License;
				§ Module installed on laptop computer provided b Dominion and delivered to your location. Laptop computer rental included in this license
				§ Includes 2 memory card readers to upload results from memory cards to Results Taily laptop § Standard results reports included as part of module
Printed Ballots for Mail Ballofing – based on 17* ballots	3200	\$0.32	\$1,024.00	Printed Ballots for Mail Balloting (8,5'x17'): 3000 for CoV; and 200 for UEL. Ballots will be folded, double-sided, 100lb text, shrink-wrapped in bundles of 60 sheets, boxed in 2000s. Similar to 2017 By-Election design and colours.
Upgrade of ballet paper to infrared (optional)	tbd	lbd at a later date, if option chosen	tbđ	
Optical Ballot Tabulators	o	\$1,300.00	\$0	ImageCast Precinct Optical Scan Tabulator (including memory cards for each unit). Additiona units to be ordered within Dominion's procuremen lead time. Dominion to advise City on order deadlino.
ntegration Fee.	170	\$226.19	\$38,462.30	Dominion to test Elections Ontario optical ballot tabulators, and restore programing of the tabulators for CoV Elections use.

Dominion Voting Systems Corporation Vancouver BC - 05.26.2018

Amendment 1 to the Agreement Page 7 of 12

Noto: optical ballot tabulator units are provided in their carrying case, which has a sturdy exterior, with protective foam inserts and anti-static protection.	o	\$0.00	\$0.00	
Printed ballots for Voling Days - based on 17" ballots	353,300	\$0.32	\$113,056	Printed Ballots for Voting Days (8.5" x 17"): 347,000 for CoV plus 6,300 for UEL. Double- sided 100lb text. Shrink-wrapped in bundles of 50 sheets, boxed in 2000s. Similar to 2017 By- Election design and colours.
Translation services for ballol marking device audio (only English provided for Accessible Voting Ballot Marker Device Solution)	4	\$7,000.00	\$7,000.00	This \$7000 total is for the Accessible Voting Ballo Liconse fee. The Liconse includes provision of English audio and visual ballot presentation on the ImageCast Evolution accessible voting units. As such, the English audio and visual presentation already sust, and will be provided as standard components of the accessible voting solution. The Dominion proposal does not include the provision of any other languages for the ImageCast Evolution accessible voting solution. Please noto that the City decided against touchscreen units for all Advance Voters, and instead decided to reserve touchscreen voting for voters with disabilities only. Since voters with disabilities constitutes a small porcentage of voters, Dominion feels it is not cost effective to program Aslan languages into the ImageCast Evolution to cover the possibility that a voter with disabilities also a voter who cannot speak English. Therefore given the small number of voters with disabilities to use accessible voting equipment, Dominion does not recommend the City spend the significant amount of money required to program Aslan languages into the lingeCast Evolution does not recommend the City spend the significant amount of money required to program
Voting Booths (optional)	n/a	nla	N/A.	
Ballot Marking Pens (optional)	Ō	\$2.40	\$0.00	
Secrecy Sleeves (optional)	0	\$2.00	\$0.00	
Memory Card Plastic Tie Seals -recommended 2 units per tabulator (1 per each memory card compartment)	as needed	\$2,00		
ImageCast Evolution (ICE) Accessible Voting Ballot Marker Device Solution	2 (with option to order up to 10 additional units)	\$5,935.00	S11,870.00	ImageCast Evolution Accessible Voling Ballot Marker Device Tabulator (including Touchscreen Voling capability, Headsel, ATI Hand-Held Controller, Paddles Device, Sip-and-Puff Device (with 10 mouthpicee straws), for deptoyment at central locations, for electors who cannot negotiate a paper ballot). NOTE: Only programmed for English language. Units will be configured for Accessible Voting Ballot Marking only, and not for tabulation. Units will sit on a table, not a ballot box Additional units must be ordered within Dominion's procurement lead time. Dominion to
			and come	advise City on order deadline.
			\$205,119.30 (\$96,406.07)	-
PREFER TOTAL PRICE OF 'A' (LEASE OPTION), NET OF DISCOUNT, ELECTION	RED CUSTOMER		\$108,713.23	
Optional Items	per	Unit Price		
Coroplast Plastic Ballot Box (rental)	each	\$200		
Small Table-top cardboard ballot box (rental)	each	\$50		
Results Transfer Module (RTM) License	flat rate	\$5,000		
Modern (1 modern per relevant tabulator)	each	\$200		
External Cellular Modern Solution - Implementation	flat rate	\$6,500		
External Cellular Modern Solution Modern Receiving Server Infrastructure purchase, 3-day onsite installation, 1-day onsite training. Does not include server rack or UPS. Does not include SIM cards for moderns or cellular connectivity service. This is a single, non-redundant server solution, 47% discount does not apply.	flat rate	\$32,420		
Recount Support Services	flat rate	\$1,300 plus taxes per day, per Dominion representative, plus travel expenses		

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

Amendment 1 to the Agreement Page 8 of 12

Consumables & Additional Items	Per	Unit Price		
Secrecy sleeves for 11", 14", 17" or 19" ballots	each	\$2.00		
Ballot marking pens	each	\$2.40		
Memory Card Plastic Tie Seals	each	\$2.00		
Optional Backup Results Tally Rental Laptop (for redundancy, in case deployed Results Tally laptop fails)	each	\$1,320.00		Dominion to advise CoV of order deadline.
Additional Memory Cards, to allow redeployment of a tabulator (incl. programming) - 2 cards needed per unit.	each	\$80.00		
DOMINION'S TOTAL PRICE FOR 2018 ELECTIONS, inclusive ( Training Material) + 'B' (Service Delive		nt, Accessories &	\$144,973.18	
B - SERVICE DELIVERABLES			Unit Price	Detailed Description
Draft project plan			Included	
In-person kick-off meeting			Included	
Project kick-off meeting with each Municipality				*
Supply and deliver training material and troubleshooting guide			Included	
Delivery of (X) 'demo' tabulators, (X) touch-screen ballot marking			Included	
devices, and (X) ballot boxes for training development purposes (not to be used in the election)			Included	
Supply and delivery of ballot boxes			Included	
Preliminary ballot design			Included	
Provide In-person Election Office staff training			\$3,575	by Dominion trainer. Includes all travel expenses. Training will occur after ImageCast Precinct training unit, ImageCast Evolution training unit, and Results Tally training application are delivered to the City.
Supply preliminary ballot design			Included	
Meet with each Municipality's team to discuss ballot tabulating application specifications for election night results			Included	Remote meeting, not onsite
Provide each Municipality with ballot tabulating application specifications			Included	
In-person Election Office staff training			Included	
Supply ballot tabulating application for election right unofficial results display			\$7,000	Dominion Election Night Graphical Results Display, similar to the CoV 2017 By-Election § Standard template configured with your logo and colours § Allows real-time result updates as results are released by your officials on Election Night § For projection at City Hall, display on vebsites, feeding to television, etc.
Ballot tabulating application/software		Ē	Included	
Vendor to certify that their in-house logistics and accuracy testing, which is conducted before shipping equipment to the City, has been completed (supply City with official documentation indicating				
completion) Final ballot design and approval			Included	
		-	Included	
Printed ballots for mail balloting			Included	· · · · · · · · · · · · · · · · · · ·
Deliver required number of ballots to City - September 27, 2018		-	Included	
Dptical Ballot Tabulators				Turn-Key Implementation Services for all equipment
• #2/m = = 1/2 2/1 3 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /			\$32,500	Implementation Services § Dominion labour for Project Planning, System Configuration, Pre-Ship Testing and Project Execution

Dominion Voting Systems Corporation Vancouver BC - 05,26,2018 Amendment 1 to the Agreement Page 9 of 12

On-site logistics & accuracy testing		\$3,700	L&A Testing Oversight of City Staff by 1 Dominion tep ( 2 consecutive days). CoV to have 3 to 4 staff performing the L&A testing. Onsite Dominion staff to oversee CoV staff for the first 2 days of L&A Testing.
			Dominion representative to advise on and oversee Logic and Accuracy testing performed by City officials. Includes all travel expenses.
Provide support on voting days		\$15,140	Cost of \$6,100 covers: 1 Onsite Dominion Support Representative for the first 2 consecutive Advance Voting Days within the Advance Voting period (Oct 10 18, 2018), inclusive of all travel expenses. Dominion will provide remote phone support for the remaining Advance Voting Days Cost of \$9,040 covers Election Day (2 onsite Dominion reps x \$4,520), inclusive of all travel expenses.
Support the tabulation of unofficial & official results.		Included	
Removal of ballot tabulators & accessories		<sup>*</sup> \$6,500	All shipping charges related to this project § Equipment (delivery and return) and Consumables (including ballots)
Removal of touch screen ballot marking devices		Included	
Evidence of Data Wipe from all software & hardware		Included	4
Estimated Fees/Disburg	ements	N/A	
TOTAL PRICE OF SERVICE DELIVERABLES		\$68,415	
Discounts	Description		
1	Preferred Customer Discount (47%)	(\$32,155.05)	
Total Price for B (Service Deliverabl	\$36,259.95		

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018

Amendment 1 to the Agreement Page 10 of 12

### Schedule E - PROJECT MILESTONES AND PAYMENT SCHEDULE - amended

The 2018 Contract Price (refer to Schedule B - Pricing Statement) = \$144,973.18 plus applicable taxes.

· · · · · · · · · · · · · · · · · · ·		CITY	OF VANCOUVER		
Milestone	Timeline		Percentage of Payment	Payment Due	
Draft project plan	*		_		
In-person kick-off meeting				Due at January 7, 2018)	
Project kick-off meeting with each Municipality					
Supply and deliver training material and troubleshooting guide		4			
Delivery of (X) 'demo' tabulators, (X) touch-screen ballot marking devices, and (X) ballot boxes for training development purposes (not to be used in the election)			47.8%		
Supply and delivery of ballot boxes	April	2018			
Preliminary ballot design	May 2018				
Provide in-person Election Office staff training					
Supply preliminary ballot design					
Meet with each Municipality's team to discuss ballot tabulating application specifications for election night results					
Provide each Municipality with ballot tabulating application specifications					
In-person Election Office staff training					
Supply ballot tabulating application for election night unofficial results display					
Ballot tabulating application/software					
On-site ballot software and/or printer				Due at August 31, 2018	
Supply and deliver optical ballot tabulators in August			27.2%		
In-house logistics and accuracy testing certification					

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018 Amendment 1 to the Agreement Page 11 of 12

TOT	AL		100%	5
Evidence of Data Wipe from all software & hardware	15-Dec-18 after December 16, 2018			
Removal of touch screen ballot marking devices			and the second se	all software & hardware
Removal of ballot printers			5%	4 days after evidence of Data Wipe from
Removal of ballot tabulators & accessories	Nov 28, 2018			1000
Support the tabulation of unofficial & official results				
Provide supports on voting days				
On-site logistics & accuracy testing				Due at October 31, 2018
Touch-screen ballot marking devices				
Optical Ballot Tabulators			20%	
Deliver required number of ballots to each Municipality – September 27, 2018				
Printed ballots for mail balloting	27-Sep-18			
Final ballot design and approval	22-Sep-18			
In-person train-the-trainer				
Supply and deliver on-site ballot printing capability (software and/or printers)				
Vendor to certify that their in- house logistics and accuracy testing has been completed (supply each Municipality with official documentation indicating completion)				

Note: If the City intends to use the Supplier's goods and services for the 2022 Elections, or any other voting or election events during the term of the Agreement, the City and the Supplier shall reach prior agreement on project milestones and related payment schedule. For 2022 Elections, the expectation is that project milestones and the payment schedule will be similar to this Schedule E.

Dominion Voting Systems Corporation Vancouver BC – 05.26.2018 Amendment 1 to the Agreement Page 12 of 12





Our customers come first:



# Request for Applications No. PS20161793 Supply of Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services ORIGINAL

<u>Prepared for</u>: Jason Lo, Contracting Specialist Closing date and time: Tuesday, April 04, 2017 3pm PST

<u>Prepared by</u>: Jonh McKinstry, Regional Sales Manager Dominion Voting Systems Corp. 215 Spadina Avenue, Suite 200 Toronto, ON, M5T 2C7 Phone: 416-762-8683 x242 Fax: 416 762 8663 john.mckinstry@dominionvoting.com This page left intentionally blank

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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# Tab 1 – Executive Summary

Dominion Voting Systems Corp. ("Dominion") is pleased to submit this response to Request for Application No. PS20161793 – Supply of Optical Ballot Tabulators, Accessories, System and Support Services for the City of Vancouver and the Lower Mainland Municipalities.

This proposal provides a comprehensive overview of how our company can deliver an efficient, accurate, and effective state-of-the-art ballot tabulation system, as well as the accompanying support and services.

Dominion Voting Systems is a Canadian company, and as Canada's largest election system provider, we are the clear partner of choice for Canadian election officials. Dominion's systems have been proven in elections from coast to coast. Over 1,200 jurisdictions in North America use Dominion, including municipalities and provincial electoral authorities across British Columbia, Alberta, Manitoba, Ontario, New Brunswick, Newfoundland, and Yukon.

Dominion employs over 225 employees, dedicated to continued growth and product innovation, thus ensuring the long-term success of our customers. Dominion's corporate headquarters are located in Toronto, ON.

Dominion is proposing our Democracy Suite election automation platform, with its ImageCast Precinct poll tabulator, and ImageCast X tablet touchscreen voting terminal. The ImageCast Precinct is the most popular optical scan tabulator in the world, with over 100,000 units in service.

Dominion's project team includes some of our most experienced staff, who built their expertise in system implementation, project management and customer service through years of dedicated work for our customers. Our experienced BC-based project manager is ready to work with you to successfully implement your election system project, backed by the largest election system support team in Canada.

We strongly believe that quality customer service is a critical part of a successful election, and we are very proud of the reputation we have built over thousands of elections. Please contact me if you wish to discuss our proposed solution further, and how Dominion can assist you in your next election. Thank you.

Sincerely,

Im Moki

John McKinstry Regional Sales Manager Dominion Voting Systems 416.762.8683 ext. 242 john.mckinstry@dominionvoting.com

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services City of Vancouver - FOI 2018-573 - Page 472 of 865

# Tab 2 – Signed Addenda



FINANCIAL SERVICES GROUP Supply Management

#### **REQUEST FOR APPLICATIONS NO. PS20161793**

#### SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 1

ISSUED ON MARCH 20, 2017

Re: Amendment to Answer number 7 ("A7") on Questions and Answers No. 1 issued on March 13, 2017:

**Currently Reads:** 

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot
	marking device audio". In order to provide the flat rate fee required for this line-
1	item in Annex 4, shat specific languages should we base our pricing on for this task?
Δ7	Punjabi Mandarin Tagalog, Vietnamese

Replace With:

Q7	In Annex 4, Tab A, Line-Item 18, it asks for pricing for "Translation services for ballot marking device audio". In order to provide the flat rate fee required for this line- item in Annex 4, shat specific languages should we base our pricing on for this task?
A7	Punjabi, Mandarin, Tagalog, Vietnamese, and Cantonese.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: 3:00:00 pm Local Vancouver, BC Time on April 4, 2017.

Name of Applicant Signature of Authorized Signatory Date

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada tel: 604.873.7263 fax: 604.873.7057 website: vancouver, ca

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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FINANCIAL SERVICES GROUP Supply Management

#### **REQUEST FOR APPLICATIONS NO. PS20161793**

SUPPLY OF OPTICAL BALLOT TABULATORS, ACCESSORIES, BALLOTS, SYSTEMS & SUPPORT SERVICES

#### AMENDMENT NO. 2

ISSUED ON MARCH 27, 2017

RE: AMENDMENT ON ENTIRE ANNEX 3 - PS20161793

REPLACE ENTIRE ANNEX 3 SPREADSHEET WITH THE LATEST VERSION.

This addendum must be completed, and attached to the Application.

If the Application has already been submitted, this amendment shall be submitted to the Supply Chain Management Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the 4<sup>th</sup> floor, City Hall of Vancouver), prior to the Closing Time: <u>3</u>:00:00 pm Local Vancouver, BC Time on April 4, 2017.

MUNION NAME OF APPLICAN SIGNATURE OF AUTHORIZED SIGNATORY DATE

City of Vancouver, Financial Services Group Supply Management 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 Canada *tel*: 604.873.7263 *fax*: 604.873.7057 *website*: vancouver.ca

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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# Tab 4 – Applicant Overview

Provide a description of the Applicant's company, purpose and history of successes. This section should also indicate whether the Applicant has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

# Company Profile

In today's election market, Dominion sets itself apart with a commitment to customer service and the use of superior technology to provide you with the best tools possible to meet your election needs. With our cutting-edge technology, Dominion is prepared to provide the City of Vancouver and the Lower Mainland Municipalities with the most reliable, transparent, secure, and accurate voting system available.

Dominion is a global leader in election technology with headquarters in Toronto, Ontario. As Canada's largest election system provider, Dominion has distinguished itself nationwide and worldwide while pursuing excellence in customer service. Over the course of thousands of election projects, Dominion has implemented a customer oriented, technical culture focused on achieving the highest levels of accuracy, reliability and transparency. We approach every election project with professionalism, leadership, foresight, and determination for success.

Incorporated in Toronto in January 2003, Dominion's human resource pool has grown to over 225 full time employees. Our team consists of seasoned election professionals and engineering experts, with the most diverse and proven experience conducting accurate and successful election projects with our customers.

# **Experience**

It is the combination of our people's talents and reliable technology that has grown our customer base to over 1,200 jurisdictions across North America. In Canada, we provide election systems for municipalities' nationwide, across 6 provinces and 1 territory.

At the provincial level, Dominion has deployed our system in partnership with Elections Ontario, Elections New Brunswick, and Elections Alberta. Dominion recently was awarded the Elections Ontario contract for the purchase of 6,000 ImageCast Precinct tabulators, for use in Ontario Provincial elections starting in 2018, and this large-scale project is underway, highlighting Dominion's position as Canada's preferred election system provider.

At the municipal level, Dominion works with municipalities across BC, Alberta, Manitoba, Ontario (where we have over 100 municipal clients), New Brunswick (where we assist Elections New Brunswick in running elections in over 100 municipalities), Newfoundland, and Yukon. Our larger municipalities include City of Ottawa ON, City of Winnipeg MB, City of Hamilton ON, etc. For further information please see section References of this RFA.

Dominion's success in Canada has allowed us to grow into new markets, making us one of the largest and most trusted providers of elections technology solutions in the world. Currently, 35%

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services



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of voters in the United States cast their ballots using Dominion equipment. Our U.S. customers are spread across 33 states, including large state-wide contracts such as Colorado, Nevada, New Mexico, Louisiana, Alaska and Utah. As well Dominion provides technology for 19 of 21 counties in the State of New Jersey, 52 of the 58 counties in the State of New York, as well as large cities such as Chicago IL, San Francisco CA and Phoenix AZ.

Internationally, Dominion has deployed the proposed ImageCast Precinct optical scan tabulator in large scale territories such as in Mongolia, Puerto Rico, and the Philippines, giving us unique experience in large complex projects involving thousands of tabulators over wide geographic areas.

With our comprehensive experience in Canada and worldwide, we are keenly aware of the realities involved and what it takes to have a smooth deployment of an automated voting system. We will work as a partner to ensure your success.

Dominion does not currently have a City of Vancouver business license, but will happily get one upon award of contract.



# Tab 5 - A - Technical Services - Introduction

# Scope of Work

Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services

Local governments in British Columbia conduct elections every four (4) years. In the Lower Mainland and Fraser Valley regions of British Columbia, there are approximately 1,150,000 registered voters for local elections. The next local government elections are to take place in October 2018. Each local government election may include up to four (4) electoral races per Municipality (Mayor, Councillors, Park Commissioners and School Board Trustees), and may include one or more referenda-type questions, if applicable. Due to the disparity between each Municipality's official boundaries and that of the School Districts, a second smaller ballot with only the School Board Trustee race may be created for that portion of the School District that lies outside a Municipality limits.

Each of the City and the Other Interested Municipalities are looking for one or more contractors to provide turnkey solutions which include the provision of Optical Ballot Tabulators, Accessories, Ballots, Systems & Support Services for elections and possible by-elections during the term of an Agreement, the Municipalities.

There are two possible procurement options:

- 1. Contract for Services where Services include the provision of all equipment and support services; or,
- 2. Contract to purchase of equipment & support services as needed.

It is hoped that Applicants' proposals will include proposed uses of technological advances to improve voter access and enhance voters' experience wherever possible.

### Note:

Where it is used in this part, the term "Municipalities" means all of the City and the Other Interested Municipalities together and the term "Municipality" means one of them.

Notwithstanding the use herein of the collective term, "Municipalities", the Municipalities, as is indicated elsewhere in this RFA, do not intend to contract collectively with any Applicant and each will carry out independently for itself its own applications evaluations and contract negotiations and formation processes pursuant to this RFA.

### City Requirements

• Optical ballot tabulators, ballot boxes, on site printers and assistive devices in sufficient quantities for the implementation of the City of Vancouver's 2014 municipal election.

The City of Vancouver and other Municipalities Request for Application: Supply of Optical Ballot Tabulators, Accessories & Support Services

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- Technical support in implementing the technology solution proposed (including Logic & Accuracy Testing Support)
- Ballot Design and Production Services.
- Training for key Election Office staff and trainers
- Further information regarding the Requirements, including a schedule of detailed requirements, is contained in Annex 1 to the RFA.

Dominion confirms that it can meet of all the City's requirements described above. In addition, please find a detailed overview of how our proposed system meets all of the requirements laid out in Annex 1 of the RFA.

Dominion sets itself apart with a commitment to customer service and the use of superior technology to provide both the City of Vancouver and the Lower Mainland Municipalities ("City and Municipalities") the best tools possible to meet all election needs. We have carefully reviewed all requirements and implementation scope for both the City and Municipalities, and have prepared an end-to-end turnkey solution that will ensure success every step of the way.

Dominion's Democracy Suite is a comprehensive election management system that is designed to provide election officials with the flexibility they need as mandates, laws, expectations and requirements evolve. Democracy Suite features a full range of in-person voting solutions, including the world's most reliable optical scan tabulator, the ImageCast Precinct, and our newest addition, the ImageCast X Ballot Marking Device (BMD). Both inperson voting solutions proposed within this RFA feature options for accessible voting. For the City of Vancouver, Dominion is proposing the ImageCast X BMD and the ImageCast Precinct. For the Lower Mainland Municipalities, Dominion is proposing the ImageCast Precinct with optional Accessible Voting ballot marking capabilities. Further details about our product offering can be found under Tab 13 – Voting System Description, and Tab 9 – Pricing.

Additionally, Dominion offers optional modules that are fully integrated in Democracy Suite, which are designed to assist elections officials and streamline election processes. Dominion also offers a choice of ballot box options for the ImageCast Precinct.

## Products and services proposed for the City of Vancouver and Lower Mainland Municipalities

Democracy Suite was designed to provide all voters – regardless of ability – with a way to vote in a private and independent manner. One of the most exciting components of the proposed system for the City of Vancouver is the ImageCast X, a poll-based ballot marking device that includes fully integrated accessible voting functionality. Moreover, it is the most intuitive and largest touchscreen in the market, which will improve the voting experience for both election officials and constituents.

The ImageCast X BMD features the latest technological advances in voting technology and is proposed for use during advance voting only. .Moreover, The ImageCast X and ImageCast Precinct are designed to be "plug and play" making it very straight forward and quick to set up for poll workers. Voters who chose to participate in advance voting will have the option to hand

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mark their ballot, or they can use the ImageCast X BMD to select their choices and print their ballot. All ballots marked on the ImageCast X are scanned in the voting location using the ImageCast Precinct tabulator. The ImageCast Precinct will scan all marked paper ballots, interpret voter marks on the paper ballot and safely store and tabulate each vote from all ballots.

In addition, for all the Municipalities on this RFA, Dominion is proposing its flagship poll-based tabulator, the ImageCast Precinct for use during advance voting and on Election Day. The ImageCast Precinct also has an optional integrated audio-based accessible voting Ballot Marking Device (BMD) component, if any Municipality wishes to deploy an audio accessible solution for voters with disabilities. The ImageCast Precinct tabulator, with its audio accessible voting BMD component, accommodates all voters on the same unit with the same paper ballot, and ensures the same experience for all voters regardless of ability.

The ImageCast Precinct is a robust, lightweight, and reliable optical scan tabulator. At only 14lbs, it is Dominion's most compact tabulator, with all the necessary features to meet the requirements from all the Municipalities. With the ImageCast Precinct tabulator, voters mark their paper ballot with a marking pen, and then approach the tabulator. A poll worker will insert the ballot into the tabulator in the presence of the voter. The ImageCast Precinct will allow the voter to correct their ballot, should it present any exceptions (blank ballot, overvoted ballot, etc.) prior to casting.

There are two methods to upload or transmit encrypted vote totals from the poll tabulators to the Elections Central Office after polls have closed on Election Day:

- 1) *Returning each tabulator to the Elections Office:* After the poll worker closes the polls on the ImageCast Precinct tabulator, the poll worker would bring the tabulator to the Elections Office. At the Elections Office, an authorized official will cut the tamper-proof seal and removed one of the memory cards from the tabulator. The memory cards store the encrypted vote totals. The official would then manually upload the results file from the memory card into the Dominion Results Tally and Reporting module.
- 2) Cellular Modem Transmission: The ImageCast Precinct tabulator can be equipped with an external cellular modem, to transmit results wirelessly over the cellular network. Transmission of results via modem is a very intuitive process, involving minimal input from a poll worker.
- 3) Results Transfer Manager (RTM): The RTM system would be installed on your Voter List laptop, located in each of your voting locations. The Voter List laptop would be connected to your Municipal server network, running over the Internet on a secure connection (e.g. VPN). Upon the Close of Polls, your poll supervisor would remove the memory card from the tabulator, and insert it into the card reader plugged into the Voter List laptop. The poll supervisor would then choose the upload command, and the encrypted results files would be transmitted from the memory card over the Internet to your Dominion Results Tally and Reporting (RTR) system on your server network in the



Elections Office. If you are not using a Voter List laptop, you can set up a laptop in the voting location specifically for using the RTM system. You may also choose to implement the RTM system only at specific distant voting locations, or implement RTM at specific hub locations around the Municipality.

Our experienced BC-based project manager is ready to work with you to successfully implement your election system project, backed by the largest Canadian election system support team in the industry. In the following section, Dominion has included information on our service team, who have unparalleled professional expertise in the Canadian elections industry. Furthermore, we have carefully studied and prepared a project implementation plan specific to your needs and requirements outlined in the RFA. Dominion welcomes the opportunity to work collaboratively with City and Municipal officials, and further refine timelines and tasks in this proposal.

# Upon closing of polls - Results Tally and Reporting

The EMS Results Tally and Reporting module is used on Election Night upon close of polls to accumulate results from tabulators and generate results reports. The application allows for the manual upload of the results from the ImageCast Precinct memory cards, or via cellular modem, or via the Results Transfer Manager (RTM) module.

The program automatically uploads the result files into the Results Tally module, and consolidated results are verified, tabulated, and published. Once the vote data is uploaded into the Result Tally module, the flow of results to the public and media can be controlled.

## Value added products for the City and Municipalities - Optional

## Mobile Ballot Printing - Vote Anywhere

Fully integrated with Democracy Suite, the Mobile Ballot Printing module would allow the City of Vancouver and Municipalities to provide "Vote Anywhere" locations in a cost-effective and flexible way. The solution can be used in advance voting locations, vote-by-mail scenarios, or in Election Day locations. The system uses commercially available hardware, making it more cost-effective than larger proprietary solutions.

By deploying laptops and commercially-available laser printers in the voting locations, poll workers will be able to use the Mobile Ballot Printing system to quickly print any ballot face for the election. As voters are struck off the Voters List, their relevant ballot face as dictated on the Voters List can be immediately printed, and given to the voter. The user-friendly interface presents clear information about ballots available to print, and features audit reports to track how many times each ballot style has been printed.

## Test Deck Generator

The creation of automated, comprehensive test decks can assist the City of Vancouver and Municipalities in conducting Logic & Accuracy testing. Using the Election Day database, a series



of pre-marked ballots are generated based on a computer algorithm designed to provide the highest assurance of system accuracy. When scanned, these ballot decks create known outcomes that can be compared with tabulated results.

The test decks provide verification of both the quality of the printed ballots as well as the correctness of each ImageCast Precinct vote tabulator's programming. The elimination of error due to mistakes in hand-marking provides a higher degree of confidence in the test results. The Automated Test Deck Generator module will help save time and resources for L&A without compromising accuracy.

## **Results Transfer Module**

The RTM system would be installed on your Voter List laptop, located in each of your voting locations. The Voter List laptop would be connected to your Municipal server network, running over the Internet on a secure connection (e.g. VPN). Upon the Close of Polls, your poll supervisor would remove the memory card from the tabulator, and insert it into the card reader plugged into the Voter List laptop. The poll supervisor would then choose the upload command, and the encrypted results files would be transmitted from the memory card over the Internet to your Dominion Results Tally and Reporting (RTR) system on your server network in the Elections Office. If you are not using a Voter List laptop, you can set up a laptop in the voting location specifically for using the RTM system. You may also choose to implement the RTM system only at specific distant voting locations, or implement RTM at specific hub locations around the Municipality.

The Results Transfer Module provides an alternate secure result upload option to direct modem transmission from all voting locations.

## **Election Night Reporting**

Dominion offers enhanced Election Night Reporting, a tool that creates an Internet-based realtime graphical display of results, which provides an attractive and dynamic focus on election night. Our cross-platform (mobile-friendly) results display based in HTML5 is our standard and most popular configuration. The report display runs in real-time on the Internet, updating as results are released from the Results Tally and Reporting module by officials. It can be projected on public display screens, fed to local television stations, and displayed on the electoral body's website. Dominion has different report layouts available, and can configure the display with the Municipality's logo and colours.

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## **Ballot Box Options**

### **Coroplast Plastic Ballot Box**

The Dominion Coroplast Plastic Ballot Box features a unique and innovative design that offers a cost effective option for the City of Vancouver and Municipalities as well as maintaining security and durability. A rigid, sturdy blow-molded plastic top allows ImageCast Precinct to be locked directly on top of the Coroplast plastic ballot box. Tougher than corrugated fiberboard, and lighter than solid extruded plastic, the Coroplast plastic ballot box is waterproof (weather and stain resistant), lightweight, and compact. The Coroplast ballot box feature three compartments and has the same capacity as our cardboard ballot box (following page).



ImageCast Precinct on the Coroplast Ballot Box.



Coroplast ballot box ready for transport.

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### **Cardboard Ballot Box**

Dominion designed our cost-efficient cardboard ballot box to meet the requirements of our

Canadian customers. It is sturdy, durable, laminated, and made of double-walled corrugate cardboard. It can be re-used in multiple events, or can be environmentally recycled.

The ballot box is a sealed unit that ensures ballots are safely stored once they are cast, to prevent tampering during the election. The ballot box has been specifically designed to fit the ImageCast Precinct tabulator. The ballot box is lightweight, easy to assemble and easy to carry. The cardboard ballot box comes in 2 sizes: large floor model (which can hold up to 3,000 standard sized paper ballots), and small table-top model (which can hold up to 1,500 standard sized ballots).

The ballot box folds down into a flat configuration, for shipping or storage. Assembly instructions are printed on the box,



The ImageCast Precinct tabulator on top of the large cardboard ballot box

with numbered steps, and Dominion also provides an assembly video and printed quick reference guides for poll workers.

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# Tab 5 - B - Key Deliverables

Please note the following timeline provides approximate dates for the provision of goods and services; all of which are subject to the confirmation of the statutory calendar by the provincial government (early 2018).Please refer to Annex 3 (Services Deliverables) for further details.

In the event that a Municipality is required to run a by-election in 2017, the Municipality would run a smaller election project with two (2) advance voting days and approximately 10-60 voting locations on Election Day (date to be confirmed). The Municipality would require approximately 10-70 optical ballot tabulators and related accessories and services. The following provides a high-level timeline; these dates would be confirmed by each Municipality in 2017.

Please refer to Annex 3 Microsoft Excel Spreadsheet for further details.

Dominion has carefully reviewed all attached documentation, including Annex 3 (services Deliverables – revised version), and has prepared a Project Plan for both the City of Vancouver and the Lower Mainland Municipalities, following the high-level timelines provided and the Service Deliverables provided in the RFA. The draft Project Plans can be found under Tab 5 – D – Services, section D.3 Project Management.



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