



## **Draft Contract for VoteSafe Hardware, Software and Services**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and VOTEC CORPORATION, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

### **WITNESSETH:**

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that the VENDOR shall provide Elections/Voter Registration licensed software, hardware, and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

### **SECTION I - VENDOR AGREES:**

1. To install and train, in a professionally competent manner, VoteSafe system updates.
2. VoteSafe will meet the specifications listed in Attachment I.
3. VoteSafe software will run identically on old kiosks (WVK 2.0) and new kiosks (WVK 3.0)
4. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.
5. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. The COUNTY will verify requirements documented by VENDOR in storyboards and related documents.
6. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
7. To meet State requirements for data exchange in support of HAVA and state mandates including specifically those in Nevada statute AB345.
8. VENDOR agrees to maintain a copy of all VoteSafe software source code with Lincoln-Parry Escrow subject to software escrow agreement No. 7221 between Lincoln-Parry SoftEscrow, Inc. and VOTEC Corporation. A copy is attached. COUNTY will be added to this escrow account for each software product for which customer is licensed.
9. VENDOR will work with COUNTY to automate or semi-automate under COUNTY control all necessary data transfers between COUNTY voter registration system and VoteSafe.
10. VENDOR will bring all existing WVK 2.0 owned by COUNTY up to warranty standards including electronic components and extension cords. VOTEC will supply personnel to perform any updates that require removing the wire covers.
11. Styli will be replaced or updated with new tips as needed to bring them up to current standards at no charge.
12. Power cords will be 100% replaced plus 20 spares will be provided at no charge.



## **INDEMNIFICATION / HOLD HARMLESS**

VENDOR shall indemnify, defend and hold harmless COUNTY, all officials, agents and employees of COUNTY, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. VENDOR obligation to indemnify, defend, and hold harmless includes any claim by VENDOR agents, employees, representatives, or any subcontractor to its employees.

VENDOR expressly agrees to indemnify, defend, and hold harmless COUNTY for any claim arising out of or incident to VENDOR or any subcontractor's performance or failure to perform the contract. VENDOR obligation to indemnify, defend, and hold harmless COUNTY shall not be eliminated or reduced by any actual or alleged concurrent negligence of COUNTY or its agents, agencies, employees and officials.



## SECTION II - COUNTY AGREES:

1. To pay VENDOR for VoteSafe Perpetual Software Licenses, data exchange with voter registration, installation, training, and First Year Maintenance and Support for documented competent services rendered and accepted by COUNTY.
  - a. VoteSafe license fees for 250 Field systems @ \$600 = \$150,000.00.
  - b. VoteSafe project management fee waived as this is an add-on purchase)
  - c. Subsequent year's VoteSafe support fee will be \$30,000.00.
  - d. Support fees will be due and payable on the first and subsequent anniversaries of the date of first production use of the VoteSafe system in May of 2020.
2. To pay VENDOR for WelcomeVoter Kiosks, WelcomeVoter storage case upgrades, spare tablets and shipping for same accepted by COUNTY.
  - a. 250 WelcomeVoter Kiosk 3.0 check-in stations @ \$1,035.00 = \$258,750.00.
  - b. 200 WelcomeVoter Kiosk 3.0 cases with handle and wheels @ \$165.00 = \$33,000.00.
  - c. 20 WelcomeVoter Kiosk Voter Display Tablets @ \$205.00 = \$4,100.00.
  - d. To pay shipping at cost recently estimate at \$2,271.52.
  - e. Hardware warranty is offered for the second year of ownership and beyond on an annual basis at a cost of 4% (four percent) of the kiosk price.
3. To provide computer access and on-site working space to support VENDOR employees assigned under this agreement.
4. To appoint a COUNTY project manager to work with VENDOR throughout Term of contract.
5. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
6. To adhere to the VOTEC Corporation Software License Agreement.
7. To adhere to the VOTEC Corporation Software License Oracle Sub-License Addendum for any Oracle products sub-licensed through VOTEC.
8. To order, install, test, and maintain all hardware and operating system software including data backup software for any VoteSafe options hosted on premises by COUNTY.
9. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software that may affect the performance of the COUNTY.
10. To provide support for remote communications by the VENDOR with the network for any VoteSafe options hosted on premises by COUNTY, including resolving technical communications problems occurring on site in the COUNTY. Access shall be under control of the COUNTY utilizing Join.Me and/or LogMeIn supplied by VENDOR.
11. To provide local system administrator level access to the VENDOR on the VoteSafe server for system installation and testing if it is hosted on premises by COUNTY than in the cloud.



### SECTION III - BOTH PARTIES AGREE:

1. With regard to establishing final specifications:
  - a. COUNTY shall certify that all requirements are consistent with COUNTY's understanding and application of all applicable laws.
2. In the event of a conflict between this agreement and the terms and conditions of the attached Appendices, the terms and conditions of this agreement shall govern.
3. With regard to system installation for any VoteSafe options:
  - a. All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software. VENDOR will provide remote support if necessary.
  - b. All VoteSafe application software modifications will be tested by the COUNTY, with COUNTY data, and determined to be functioning in accordance with specifications prior to using the VoteSafe software for election operations.
  - c. COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

Acceptance by LICENSOR:

Acceptance by LICENSEE:

**VOTEC Corporation**

**Washoe County, Nevada**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT I – VoteSafe Functional Specifications

### Voter Check-in

- Lookup by name, state ID#, driver's license #, sample ballot voter ID #
- Limit check-in to eligible status codes
- Signature capture and voter information display on voter facing tablet.
- Print labels identifying voter precinct and ballot style – optional if printer is used.
- Label reprint – optional if printer is used.
- Same site, same day check-in removal to correct mistaken check-in
- Correction of check-ins on Management System at any time
- Track provisional voters
- Review list of checked-in voters on screen
- Copy check-ins to all Internet connected Field Systems for Early Voting and Super Precincts / Vote Centers

### Live Help

- Field System initiated instant message style communications with central office Management System
- Automatic reference of voter record currently on screen
- Tracking of messages by site and user
- Management initiated messages to individuals
- Management initiated messages to all Field Systems at a site
- Archiving of all messages

### Election Setup

- Import voter data including signature, polling place, ballot style, precinct, poll worker data from voter registration and election management system
- Enter data not available from Voter Registration system
- Verify consistency of data
- Produce JAR files for Field Systems

### Reports

- Check-in statistics by site, Field System, date, and party
- Voter check-in lists by site, Field System, date, and party
- Logons by site and user

### Exports

- Field Systems can export their check-in list and audit log in case they were not running in connected mode. Management System can import these files
- Management System provides daily and final exports for state voter registration system
- Provisional voter information
- Check-in list and audit logs.