

SERIAL 13029 RFP ELECTRONIC POLL BOOK SYSTEM AND SUPPORT

DATE OF LAST REVISION: March 03, 2016

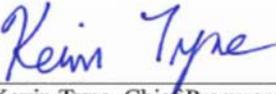
CONTRACT END DATE: August 31, 2019

CONTRACT PERIOD THROUGH AUGUST 31, 2019

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ELECTRONIC POLL BOOK SYSTEM AND SUPPORT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 21, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Linda Weedon, Elections



CONTRACT PURSUANT TO RFP

SERIAL 13029-RFP

This Contract is entered into this 21st day of August, 2013 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Robis Elections Inc., an Illinois corporation (“Contractor”) for the purchase of electronic poll book hardware, software, support and maintenance.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 21st day of August, 2013 and ending the 31st day of August, ~~2016~~ 2019.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 ACCEPTANCE:

For Customer’s Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the “Test Period”) that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, (“Specifications”). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification (“Deficiency Statement”) within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

4.0 PAYMENTS:

4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”

4.1.1 Payment shall be based upon agreed upon deliverables and successful completion. Final payments for implementation services shall be sixty (60) days after go-live (first productive use) and final acceptance of that system.

4.1.2 The Respondent shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of services
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

4.1.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

4.1.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (<http://www.maricopa.gov/Finance/Vendors.aspx>)

4.1.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.2 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. If sales/use tax is required by the County, those amounts are in addition to the prices listed in Exhibit A.

4.3 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

4.4 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA’S):

County currently holds ICPA’s with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

5.0 AVAILABILITY OF FUNDS:

5.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

5.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.0 DUTIES:

6.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

6.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

7.0 TERMS and CONDITIONS:

7.1 INDEMNIFICATION:

7.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

7.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

7.1.3 The scope of this indemnification does not extend to the sole negligence of County.

7.2 INSURANCE REQUIREMENTS:

- 7.2.1 Contractor, at Contactor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 7.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 7.2.3 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 7.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.
- 7.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 7.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- 7.2.7 The insurance policies required by this Contract, except Workers’ Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 7.2.8 The policies required hereunder, except Workers’ Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor’s work or service.
- 7.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

7.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

7.2.11 Workers' Compensation.

7.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

7.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

7.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

7.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

7.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

7.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.3 WARRANTY OF SERVICES:

7.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

7.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

7.4 INSPECTION OF SERVICES:

7.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

7.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

7.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

7.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

7.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

7.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

7.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

7.4.4.2 Terminate the Contract for default.

7.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Robis Elections, Inc.
~~300 S. County Farm Rd., 3rd Floor~~ **1751 S. Naperville Road, Suite 104**
Wheaton, IL ~~60187~~ **60189**

7.6 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County issues a purchase order or a written notice to proceed.

7.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse with thirty (30) days written notice to Contractor. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all

documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

7.8 TERMINATION FOR DEFAULT:

7.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

7.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

7.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

7.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

7.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

7.10 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

7.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

7.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

7.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

7.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

7.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

7.15.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

7.15.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

7.15.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

7.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

As part of this Agreement, Contractor will be providing County with licensed use of Contractor's commercial software. No rights to the software or related materials provided are transferred to the County. All rights to the software remain the domain of the Contractor. Further, all products,

drawings, materials, recordings, software and other materials licensed and/or provided by Contractor under this Agreement are part of the commercial offering of the Contractor and remain the property of the Contractor. No rights or ownership is transferred to the County.

7.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 7.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.21 CONTRACTOR LICENSE REQUIREMENT:

7.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

7.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

7.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

7.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.23 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.24 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

7.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

7.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

7.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the

Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

7.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.28.1 Exhibit A, Pricing;

7.28.2 Exhibit B, Scope of Work; and

7.28.3 Exhibit C, Standard Software License Agreement

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

Todd Earnst
AUTHORIZED SIGNATURE

Todd Earnst V.P. Finance & Operations
PRINTED NAME AND TITLE

300 S. County Farm Rd, Wheaton, IL 60187
ADDRESS

7-24-13
DATE

MARICOPA COUNTY:

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

AUG 21 2013
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD

AUG 21 2013
DATE

ELECTIONS DEPARTMENT:

[Signature]
DIRECTOR

July 26, 2013
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

Aug 7 2013
DATE

**EXHIBIT A
PRICING**

SERIAL 13029-RFP
NIGP CODE: 20811

RESPONDENT'S NAME: Robis Elections, Inc.

COUNTY VENDOR NUMBER : ~~2011003643-0~~ VC0000006673

ADDRESS: 300 S. County Farm Rd, 3rd Fl 1751 S. Naperville Rd., Ste 140
Wheaton, IL ~~60187~~ 60189

P.O. ADDRESS: P.O. Box 39, Wheaton, IL 60187-0039

TELEPHONE NUMBER: 630-752-0220

FACSIMILE NUMBER: 630-752-0222

WEB SITE: www.robiselections.com

CONTACT (REPRESENTATIVE): Todd Earnst David Robert

REPRESENTATIVE'S E-MAIL ADDRESS: tearnst@robis.net drobert@robis.net

| | | |
|---|-------|-------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | YES | NO |
| | [X] | [] |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | [] | [X] |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: | [] | [X] |

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS:
[X] NET 15 DAYS

| 1.0 PRICING: | EACH | EXT. PRICE | | | |
|---|--|--|-----------|--|--|
| 1.1 SOFTWARE/LICENSE COST (1700 UNITS) | \$ 395.00 | \$671,500.00 | | | |
| 1.2 3RD PARTY SOFTWARE (IF APPLICABLE) | \$ - | \$ - | | | |
| 1.3 CUSTOM SOFTWARE (IF APPLICABLE) | \$ - | \$ - | | | |
| 1.4 HARDWARE COST | | \$2,475,625.00 | | | |
| 1.4.1 TABLET (1700 UNITS) | Eff. 08-15-16 \$863.00 \$599.00 | \$1,467,100.00 \$1,018,300.00 | | | |
| 1.4.2 THERMAL RECEIPT PRINTER (2") (1700 UNITS) | Eff. 08-15-16 \$195.00 \$150.00 | \$331,500.00 \$255,000.00 | | | |
| 1.4.3 SIGNATURE PAD (1"X5") (1700 UNITS) | \$185.00 | \$314,500.00 | | | |
| 1.4.4 2D BARCODE READER (1700 UNITS) | Eff. 08-15-16 \$265.00 \$235.00 | \$450,500.00 \$399,500.00 | | | |
| 1.4.5 ALL IN ONE CARRYING CASE (1700 UNITS) | \$249.00 | \$423,300.00 | | | |
| 1.4.6 DUPLICATOR (600+ PORT CAPACITY) | \$8,500.00 | \$42,500.00 | (5 x 120) | | |

| | | | | | |
|---|--|---------------------------------------|---------------|--------------|--|
| 1.4.7 SD/COMPACT FLASH CARD (1700 UNITS) | Eff. 08-15-16 \$20.15 \$13.25 | \$34,255.00 \$22,525.00 | 16GB | | |
| 1.5 IMPLEMENTATION COST PER SECTION 6.0 | | \$ 85,350.00 | NOT TO EXCEED | | |
| 1.6 TRAINING COST PER SECTION 7.0 | | \$ 14,225.00 | | | |
| 1.7 TRAVEL RELATED COSTS, IF APPLICABLE | | \$ - | | | |
| 1.8 TOTAL SYSTEM COST (YEAR 1) | | \$ 3,246,700.00 | | | |
| 2.0 MAINTENANCE AND SUPPORT: | | | | | |
| 2.1 (24 X 7) FULL MAINTENANCE AND SUPPORT | | YEAR 1 | YEAR 2 | YEAR 3 | |
| 2.2 SOFTWARE | | Included | \$ 199,000.00 | \$199,000.00 | |
| 2.3 HARDWARE | | Included | Not included | Not included | |

****EFFECTIVE 09/01/2016****

| | | | | | |
|---|--|--------------|--------------|--------------|--|
| 2.4 (24 X 7) FULL MAINTENANCE AND SUPPORT | | YEAR 4 | YEAR 5 | YEAR 6 | |
| 2.5 SOFTWARE | | \$199,000.00 | \$199,000.00 | \$199,000.00 | |
| 2.6 HARDWARE | | Included | Not included | Not included | |

| | | | | | |
|---|--|--------------------------------------|----------|--|--|
| 3.0 OTHER PRICING (LIST AS NEEDED): | | | | | |
| | | Eff. 08-15-16 \$110.00 | | | |
| Tablet Docking Station | | \$99 | per unit | | |
| Powered USB hub | | \$20 | per unit | | |
| Keyboard for docking station | | \$10 | per unit | | |
| Simple Carrying Case | | \$39 | per unit | | |
| Dymo Label Printer | | \$129 | per unit | | |
| 4" x 3" backlit Signature Pad | | \$250 | per unit | | |
| Alternate Language Support (Spanish text to speech audio) | | \$24 | per unit | | |
| Magnetic stripe reader | | \$65 | per unit | | |
| HP Laser Printer (letter or legal) | | \$399 | per unit | | |
| Hourly rate for customization requests | | \$198 | per hour | | |
| Election Day Support (per person) | | \$2,845 | per day | | |
| 2" Receipt paper | | \$3 | per roll | | |
| Server for AskED Mgt Software | | \$6,000 | per unit | | |

Payment Milestones:

1. Hardware Costs
 - a. Upon contract award 40%
 - b. Upon delivery 60%

2. Software, Implementation & Training Costs
 - a. Upon contract award 40%
 - b. Acceptance of Implementation plan 20%

- c. Completion of training 20%
- d. Final acceptance by MCED 20%

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

Maricopa County Elections Department (MCED) seeks a secure, user friendly and cost effective electronic poll book to replace paper signature rosters and precinct registers. The proposed system must allow for uploading data to the MCED voter registration system (VRAS) after each use. Use of the electronic poll book should streamline voter check-in and verification process.

2.0 OVERVIEW:

Introduction

The success of any election project depends largely on voter and pollworker confidence, strengthened by effective training and education. Consistency and accuracy across poll sites and pollworkers plays an important role. This overview highlights why the Robis Elections Asked ePollbook is the ideal solution for Maricopa County.

Understanding Maricopa County's Needs

Robis Elections understands that Maricopa County would like to automate voter check-in and update voter history electronically. The Asked ePollbook takes the ePollbook solution to a whole new level with a long list of unique features. Our solution can help you improve voter satisfaction while reducing on-going election costs.

Uniform Voting System

The Asked ePollbook is designed to integrate with all major voting systems, including the Sequoia voting equipment currently in use by Maricopa County. This means that we are committed to making our products work with the voting system you have today and whatever system you may acquire tomorrow. This integration ensures that each voter receives the correct ballot style.

Asked ePollbook Advantages

Easy to Use

The Asked ePollbook's user interface is simple and intuitive to use and is designed for the non-technical user. Large text, oversized buttons and customizable settings heighten the user experience.

Designed for the average American pollworker, who is 72 years old and may have little or no computer experience, the Asked ePollbook inspires confidence. Set-up is fast and easy, and each screen guides users step-by-step like a GPS.

Find Voters in Seconds

Finding a voter in the Asked ePollbook is fast and easy. Users have the ability to search for a voter based on a wide variety of criteria including any combination of:

- First name (full or just starts with)
- Last name (full or just starts with)
- Date of Birth (or just year of birth)
- Address, City, Zip
- Voter ID
- Driver's License (if data is available)
- SSN (if data is available)

The Asked ePollbook will find any voters that match the criteria entered and will even "auto-broaden" to find the closest matches. If no voters are found, users can click the "Give Up" button to determine the correct ballot style based on a voter's address.

Powerful Personalization

Operate elections on your terms with your unique processes, all seamlessly through the Asked ePollbook. The Asked ePollbook is data driven, which allows it to adapt to your specific laws and procedures instead of forcing

you into someone else's mold. All paths of our decision support logic are customizable prior to any election. This streamlines data collection, ensures information accuracy and saves time by guiding pollworkers to always handle each voter correctly. When you have a change to your election process, the AskED ePollbook can be easily configured to take the change into account. This ensures consistency and accuracy across all your different polling locations.

Voter Qualification

The AskED ePollbook authenticates voters and captures their voting history in seconds. When checking in the voter, the AskED ePollbook uses our patent-pending decision support system to correctly authenticate the voter regardless of their special circumstances such as having moved, being an absentee voter, being an early voter, having registered by mail, etc. If the voter is at the wrong polling location, the system will automatically display the correct location. Once the voter has been qualified, the system displays the correct ballot style for the voter. All voter history is captured electronically for easy import into your VR system.

Voter Eligibility Logic

Our patent-pending Election Decision Support™ system on the AskED ePollbook uses straight-forward yes/no questions to guide pollworkers to the correct action for each voter regardless of the voter's circumstances:

- Did the voter already vote?
- Did the voter request an absentee ballot?
- Did the voter change their name?
- Did the voter move? If so, when?
- Is the voter a military voter?
- Did the voter register by mail?

Election Decision Support™ helps the user check-in a voter accurately by giving the user specific directions. Any pollbook can look up a voter. Only the AskED ePollbook, however, can tell the pollworker, in the moment of need, exactly how to accurately serve that particular voter. Only AskED takes into account each individual voter's combination of circumstances as well as the current laws and procedures. The software guides the user as to what the voter's options are, what paperwork must be completed, etc. This ensures that the voter receives the proper ballot and that everything is handled correctly so that the voter's vote can be counted. This reduces the risk of voter disenfranchisement. And because the system guides the pollworker to the correct action, the inspector's work becomes a lot easier.

Just-In-Time Training

The AskED ePollbook includes a complete searchable Help system that contains the entire pollworker training manual (no need to print manuals anymore!) as well as short videos on how to set up election equipment, how to close the polls, and how to handle problems that come up during the day (such as a jammed tabulator). This is aptly called "Just-in-time Training" because pollworkers can get answers to questions as they arise instead of having to know the solutions to every possible situation that might come up during the election. This eliminates the need to print training manuals and ensures that solutions are always up to date. Counties using the AskED Just-In Time Training system have typically seen an 80% reduction in phone calls from the poll sites on Election Day!

The AskED Just-in-Time Training™ system includes short, on-board videos of how to set-up your voting equipment, how to solve problems during the day and how to close the polls. A 30-second video on how to clear a paper jam in the tabulator is simple for the pollworker to follow, can reduce the need to send a troubleshooter, and ensures that voting continues uninterrupted.

System Security

The AskED ePollbook controls what a pollworker or unauthorized user is allowed to access. All devices are provided in kiosk mode which does not allow any other usage or tampering, and sensitive information is encrypted. In addition, should the County choose to use connections to a central server, all communication is encrypted and secured using VPN and SSL technology.

Reporting

The AskED ePollbook includes a wide variety of reports on each pollbook including:

- Summary of all voters by ballot style and party

- List of all voters who have checked in
- Printable roster with all voters in the precinct
- Printable register with all voters who have voted
- Exportable file of voter check-ins

Also, all actions on the ePollbook are logged so more custom reports are available after the election.

In addition, once the data has been uploaded to the central server either during the day (if connectivity is used) or after the election (if all ePollbooks are offline), there are many more reports available including:

- Voter Turnout
- Provisional Ballots
- User check-in times
- Voters by Precinct/Party/Style
- Voter Register
- Voter Roster
- Voters per hour
- Voters per site

The AskED ePollbook also has the ability to print Custom Forms right from the ePollbook with voter information pre-filled. If a voter needs to fill out a particular affidavit, you no longer need blank copies. If you have AskED and a printer, the form can be printed as needed and you can be assured that it will always be the correct form for that voter's particular circumstances.

Maintenance and Upgrades

Robis Elections has a policy of continuous product improvement. Because of this, we are able to implement feature requests much faster than our competitors, and it means that customers can benefit from feature requests from other AskED customers. As each election is approaching, we let the County know what improvements have been added to the product since their last election, and we jointly decide with the County if it makes sense to upgrade to that version or wait for the next election.

In order to receive all software updates and upgrades, the County must have an active annual support and maintenance plan in place. In addition to the product upgrades, the support plan includes unlimited technical support via phone, fax and email during normal business hours as well as 24 hour emergency service.

Variety of Peripheral Options

The AskED ePollbook supports biometrics, electronic signature capture, ID scanning, label printing, voted voter list printing, map/direction printing, Ballot-On-Demand, and more

Connectivity and Live Data Synchronization (Available)

While Maricopa is not currently planning on Live Synchronization, you may decide to do so in the future. The AskED ePollbook software works connected or disconnected without additional software costs. And there are many benefits to having a live connection. The AskED ePollbook's Live Data Synchronization feature allows your pollbooks to communicate to a central server in real-time. This results in the following benefits:

- **Voter information is up-to-date**
Any changes to voter records are downloaded to all pollbooks, so the pollbooks are always up-to-date. This includes status changes, absentee information, Early Voting, etc.
- **Current Voter Turnout**
From your office, you will be able to see the current voter turnout at any minute. You can even see it broken down by party, precinct, ballot style, voting method, etc. No need to call the polling places during the day to find out what is going on.
- **Who Has Voted**
You will know everyone who has checked in at every poll site. This information can be exported and provided to the parties on a regular basis. This means no more Pollwatchers asking inspectors who has voted. Not only is this a wonderful service to the parties, but it makes your polling places run more smoothly.

- **Immediate Update of Voter History**
After the election, updating your VRAS is simple since all voter history data is already consolidated in one place. No need to wait for updates from each ePollbook as they are returned.
- **Current Wait Time**
From your office, you will be able to see how many people are in line at each pollsite and what the current wait time is. This allows you to be proactive in managing the election. If you have a particular site that has a higher turn-out than expected, you will be warned in time to take action.
- **Supports Vote Centers & Early Voting**
Through connectivity, all AskED ePollbooks know who has voted at all other sites. This is necessary for supporting Early Voting and Vote Centers, which can greatly reduce election costs. One Robis customer who implemented AskED and Vote Centers are saving over \$1 million per election.
- **Better Data Security**
Because all voter check-in information is uploaded to the server in real-time, your data is safely on your servers and not subject to loss or tampering in the field.
- **Better Communication with Pollsites**
Having a live connection to the pollsite provides for better communication with the site including the ability to send out alerts, manage pollsite reconciliation, answer pollworker questions and more.

One of the advantages of the AskED ePollbook is that each device contains the necessary information on all voters in the County so that a loss of connectivity at the poll site does not disrupt voter check-in. Instead all uploads and downloads occur in the background. If connectivity is lost, the central server will alert County officials, but voting will continue. When connectivity is restored, all queued information will be transferred automatically.

All data transmitted to and from the AskED ePollbook is secured using SSL and VPN technology.

Our vision of what an electronic pollbook should do is not limited to the replacement of a paper roster. Instead, the electronic pollbook should make Election Day run more smoothly and help ensure that every voter who is eligible to vote gets that opportunity.

The AskED ePollbook, from its very conception, has been devised as a means of qualifying voters and uploading post-election voter history while at the same time answering pollworker questions, providing help to voter related problems, directing voters to the correct polling location, offering assistance to non-English speaking voters, providing video assistance to technicians, pollworkers, and voters with disabilities, and incorporating pollworker manuals and training documentation into the system.

In addition, each of the attributes described above, are all done in concert with the unique AskED decision-support process, ensuring that every outcome is fast, correct, and uniform across the jurisdiction.

3.0 BUSINESS REQUIREMENTS:

3.1. Barcode and magnetic strip reader for driver's license.

The AskED ePollbook system supports 1D, 2D and magnetic strip readers. We have included both magnetic strip and 2D barcode readers in this proposal. Because the AskED software runs on off-the-shelf WINDOWS systems and tablets, you have many more options which can be tailored to your specific needs.

3.2 Signature Pad – retain signature image for upload to VRAS and shall provide an industry standard image file of voter signatures for upload to county voter registration system.

The AskED ePollbook uses a signature pad to collect the voter's electronic signature. Our signature pad solution is the easiest to use in the industry with no buttons that the voter may accidentally hit. It is all controlled by the

AskED software and the pollworker. The signature pad displays the voter’s information so the voter has an opportunity to confirm. This translates into fewer “wrong voter” transactions. The AskED software can support any of the major file formats (i.e. TIFF, GIF, JPG and BMP).

While we are proposing a laptop solution, the AskED software also runs on Windows tablets, so Maricopa County could choose to have the voter sign on the screen to avoid purchasing a signature pad. However, we believe a signature pad provides better and faster voter servicing.

As the voter signs, their signature appears on the screen. If Maricopa should ever need to support signature comparison, the file version of the signature can also optionally appear on the screen for comparison. Please note that if the pollworker decides they do not match, the AskED logic would guide them through the challenge process so everything is handled exactly as you would like.



3.3 Printer for “poll lists” as a printer capable of printing a list of voters for the specific precinct.

Our proposal currently includes a receipt-type printer for printing voter lists and directions to polling locations. You can even print pre-filled forms and affidavits. If a larger format is needed, we also offer printers that would allow you to print out larger lists, standard affidavits or even Ballot-on-Demand.

A Note on Connectivity:

Note that if you choose to implement connectivity in the polling locations, you have access to all of this printing from your office as well. Not only would you know the current voter turnout at any minute broken down by party, precinct and ballot style, but you would also have the ability to print or export a list of all voters who have voted.

This information can be printed (or exported) and provided to the parties on a regular basis. This means no more Pollwatchers asking pollworkers about who has voted. Not only is this a wonderful service to the parties, but it makes your polling places run more smoothly.

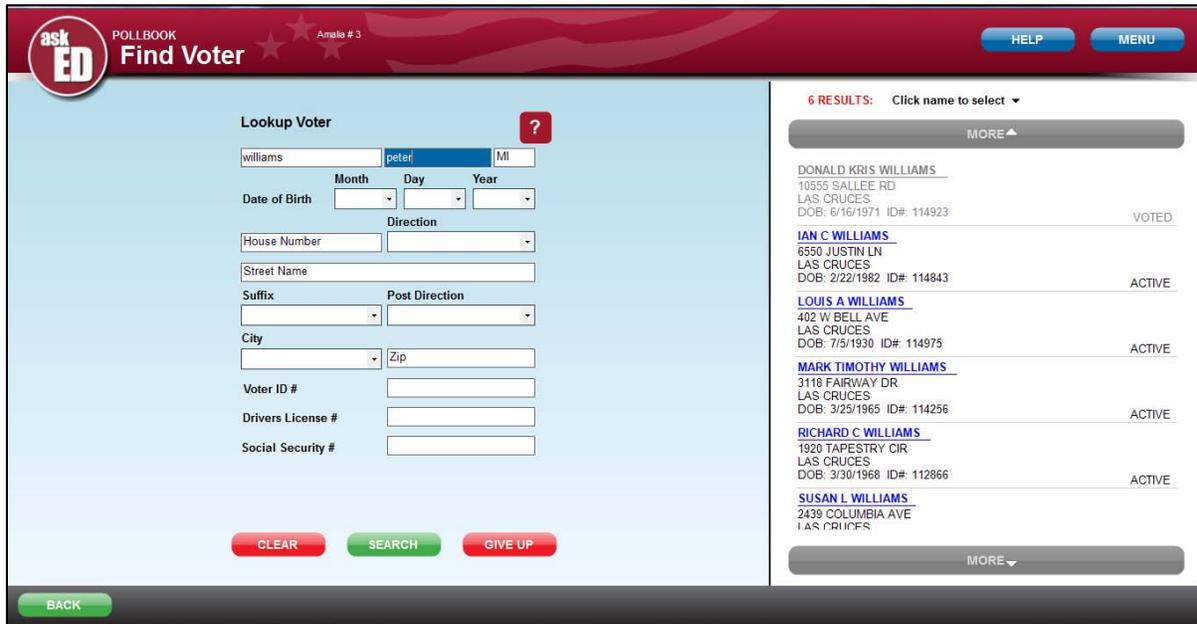
3.4 Ability for MCED to update voter history in VRAS.

All voter history is consolidated in your AskED Central Server and can then be exported for import into the VRAS. Because AskED is also based on MS SQL 2008, the County could even choose to have a more direct connection/import. Robis will provide the data exporter in whatever format is required for update to VRAS. As needed, Robis can assist the County with their importer as well.

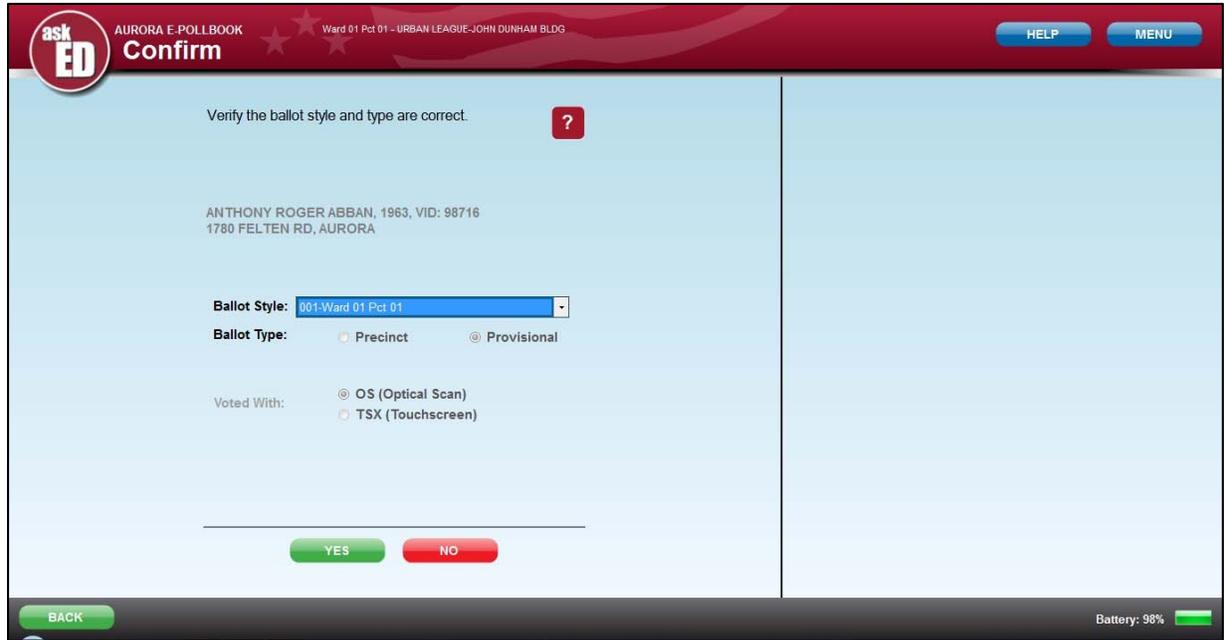
If the county is using connectivity in the polling location, then voter history is uploaded to the AskED Central Server in real time and all consolidation is complete when polls close. If the ePollbooks are used in stand-alone mode, then the consolidation of voter history may be done via exports from the pollbooks or by connecting the pollbooks to a network when returned to the County facility.

3.5 Ability to lookup voter within precinct or in the entire voter file and identify the correct precinct and the correct ballot style for that voter.

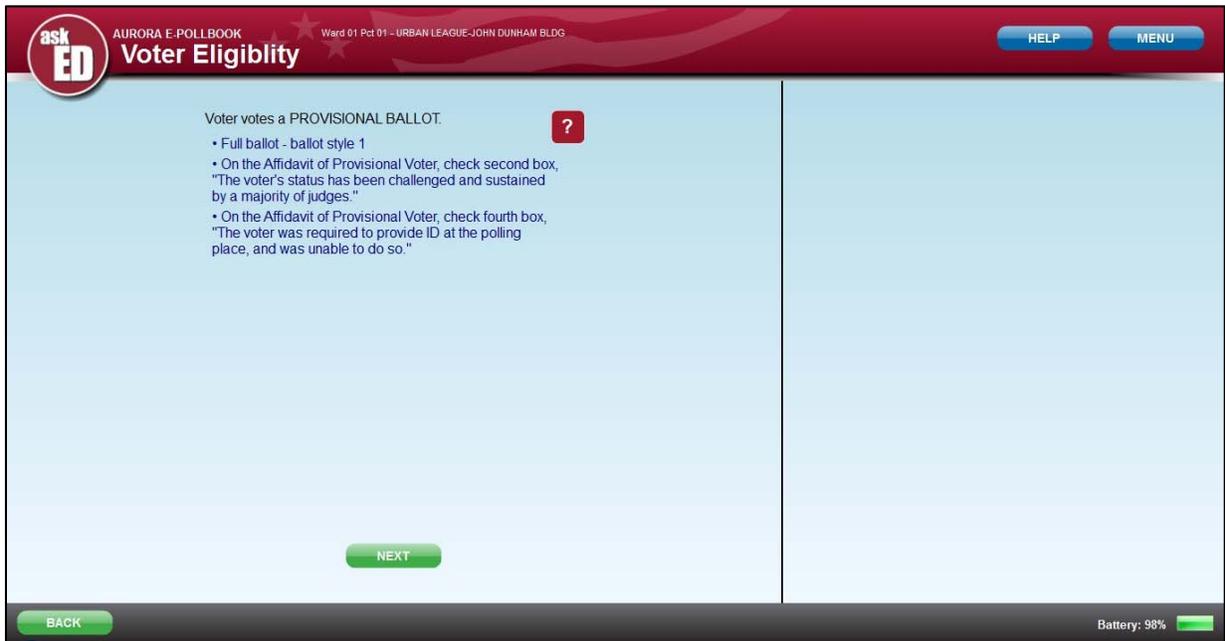
Each AskED ePollbook contains all the registered voters in the County. If a voter shows up at the wrong voting location, the AskED software can display the address, a map and other information such as cross streets to the correct location. (See the example map screenshot under section 3.8). These can also be printed for the voter as well. Note that AskED will send the voter to the **correct** location based on that voter’s particular circumstances and the State law. For example if *when* a voter moved affects whether they go to their old precinct or their new one, AskED will know that and direct the voter appropriately. No other system has this feature.



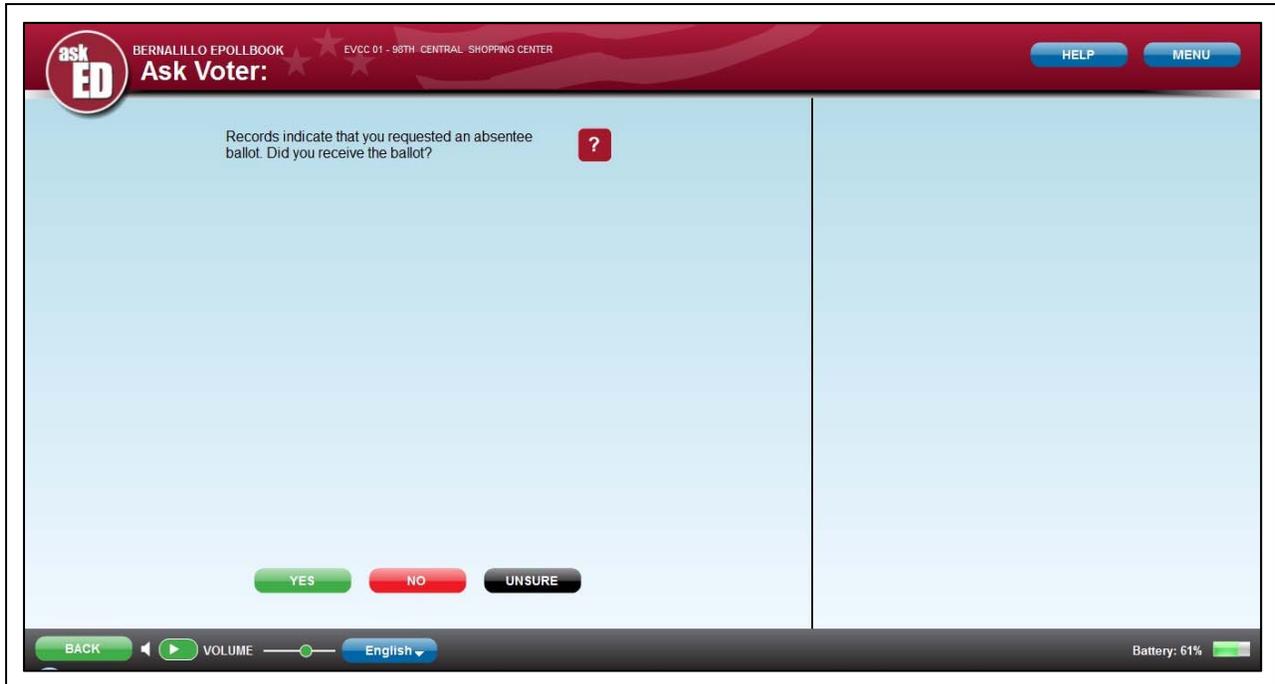
The AskED ePollbook uses an internal decision support system along with the voter registration data from the County to ensure that each voter receives the correct ballot style. Our pollbook is the only solution that takes each voter’s situation into account and uses simple yes/no questions to guide the pollworker to the correct course of action (including correct ballot style and any necessary paperwork) regardless of the pollworker’s level of experience or knowledge.



If a voter votes early, requests an absentee ballot or returns their absentee ballot, that information is included on the ePollbook. If a voter arrives at the polling place and attempts to vote, the AskED voter eligibility logic will guide the pollworker to handle the voter correctly. The exact procedures can be set by Maricopa County, but as an example, if a voter has already voted, AskED can instruct the pollworker to give the voter a provisional ballot and can even instruct the pollworker as to how to fill out the provisional envelope or even print a pre-filled provisional form.



When a voter has requested an absentee ballot, but the County has not yet received it, again AskED will provide the appropriate instructions to the pollworker to provide the voter with options regarding returning their absentee ballot or voting provisionally. The exact options will be specified by Maricopa during our logic preparation. However, the important thing to understand is that pollworkers no longer need to be experts on what to do in each voter situation. Instead, they will be guided to the correct course of action as needed. Pollworkers will handle voters consistently and accurately across the entire jurisdiction.



3.6 Ability to download voter file quickly for distribution to polling places.

The AskED ePollbook can be used either stand-alone or in a connected environment.

Stand-Alone

When used in a stand-alone environment, the ePollbooks can be updated with last-minute changes in the polling place using distributed thumb drives. This thumb drive data is prepared from the AskED central server with a simple click.

Connected

When connected, the AskED ePollbooks will download any voter changes automatically as they are available. The ePollbooks will also upload voter check-in information to the server and will download voter check-ins from other ePollbooks. This means that when the ePollbooks are started on election morning, they will automatically update themselves with the latest voter data without pollworker intervention. See Synchronization below.

3.7 Ability to synchronize multiple units.

There are two ways to network the AskED ePollbook. These methods may be used separately or together:

Peer-to-Peer: All AskED ePollbooks within a location may be networked in a peer-to-peer fashion. AskED does not require a master ePollbook in the polling place--all devices are identical. As voters are checked in on one ePollbook the other devices are updated on the network. This networking ensures that all laptops within one polling place contain up-to-date voter history information for security and backup. One of the unique benefits of AskED is that we have developed a smart networking technology that will update any new ePollbook automatically. So if you deploy a new unit to a site, all you have to do is plug it into the network and the other devices will bring

it up to date. One of the advantages of this AskED Peer-to-Peer networking is that all check-in data is on all laptops at a site so you only need to export data from one unit at the end of the Election, and if any unit is damaged, the same data is already on all of the other units.

Central Server: The AskED ePollbooks may be securely connected to a central server via a WAN connection (such as a hard-wired Internet connection, Cellular card, etc.). SSL encryption and VPN technology are typically used to secure this connection. As voters are checked-in, the history records are uploaded to the central server. In addition, all voter history from the central server is downloaded to each AskED ePollbook. If this connection to the central server goes down, voting is not affected because all County voter data is contained on each laptop (although your office is alerted that the connection is down). This also provides backup of data because all voter history is stored in multiple locations on each laptop in addition to being on the central server. A single WAN connection can be used at each site to connect all devices. We also offer a solution that provides redundant fail-over connections using two different connection methods.

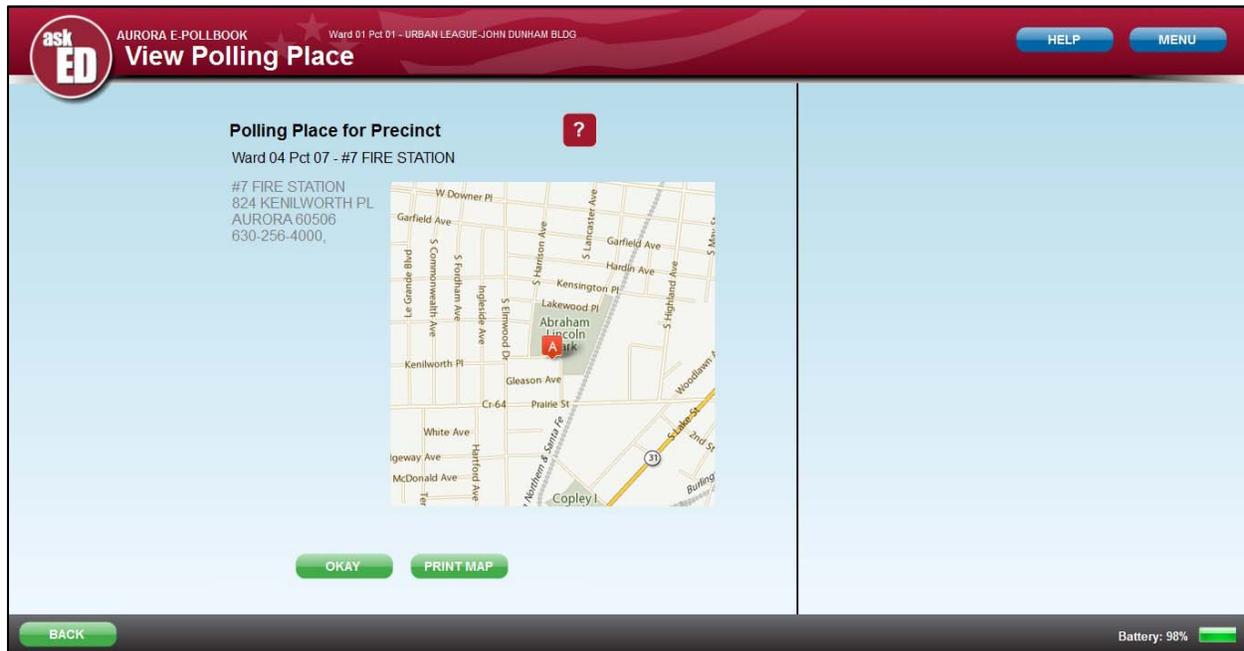
The AskED connectivity options mean that the AskED ePollbook can be used in precinct-voting, in Early Voting, and in Vote Centers. The AskED ePollbook also supports Ballot-on-Demand right from the pollbook and can also be used for in-person Absentee voting.

Having this connection to the central server provides many benefits including:

- **Voter information is up-to-date**
Any changes to voter records are downloaded to all pollbooks, so the pollbooks are always up-to-date. This includes status changes, absentee information, etc.
- **Current Voter Turnout**
From your office, you will be able to see the current voter turnout at any minute. You can even see it broken down by party, precinct, ballot style, voting method, etc. No need to call the polling places during the day to find out what is going on.
- **Who Has Voted/Party Support**
You will know everyone who has checked in at every poll site. This information can be exported and provided to the parties on a regular basis. This means no more Pollwatchers asking inspectors who has voted. Not only is this a wonderful service to the parties, but it makes your polling places run more smoothly.
- **Immediate Update of Voter History**
After the election, updating your VRAS is simple since all voter history data is already consolidated in one place. No need to wait for updates from each ePollbook as they are returned.
- **Current Wait Time**
From your office, you will be able to see how many people are in line at each poll site and what the current wait time is. This allows you to be proactive in managing the election. If you have a particular site that has a higher turn-out than expected, you will be warned in time to take action.
- **Supports Vote Centers & Early Voting**
Through connectivity, all AskED ePollbooks know who has voted at all other sites. This is necessary for supporting Early Voting and Vote Centers, which can greatly reduce election costs. Once Robis customer who implemented AskED and Vote Centers are saving over \$1 million per election.
- **Better Data Security**
Because all voter check-in information is uploaded to the server in real-time, your data is safely on your servers and not subject to the loss or tampering in the field.
- **Better Communication with Pollsites**
Having a live connection to the pollsite provides for better communication with the site including the ability to send out alerts, manage pollsite reconciliation, answer pollworker questions and more.

3.8 Ability to print map and/or directions for other polling places.

The AskED pollbook contains the names and addresses of all voters in the County. By design all laptops are identical. This allows for easy swapping out of equipment at any site. When looking up a voter who is in the wrong location, AskED will first verify that the voter has not moved to ensure that they truly are in the wrong location and then will direct the voter by providing the name and address of the correct location as well as a map of that location. This information can be printed if the County desires to have the optional receipt printer in the polling place.



3.9 Off the shelf supplies, i.e. printer tape, etc. (the consumable supplies should be standard off the shelf products available to the county through alternate means)

The AskED ePollbook software runs on off-the-shelf Windows laptops and tablets with standard peripherals. Peripherals, such as printers, signature pads and barcode scanners are also off-the-shelf equipment, which means that all related supplies are available to the County through standard commercial suppliers. Therefore, no supplies need to be purchased directly from Robis.

Note also that because we use off-the-shelf hardware, the County has many options for hardware changes and upgrades over time, and many options for disposition of older equipment without concern about the availability or resale value of proprietary equipment.

3.10 External connectivity for future expansion (the hardware used should allow for multiple USB connections)

The AskED ePollbook is a commercial software product that runs on off-the-shelf WINDOWS laptops. Our recommended laptops have the following external connections:

- 3 USB 3.0 Ports
- 1 SD Card Slot
- 1 DVD+/-RW

See Exhibit A for a list of optional equipment pricing.

3.11 Backup for data card (redundant storage of voting history in case the data card fails the election officer can retrieve the voting history from the physical unit)

The voter history data is stored in multiple places on the AskED ePollbook including in the database as well as in an encrypted voter history logfile. In addition, a separate log can be written to a SD card tamper-sealed into the unit. This card can be removed in order to upload the data from that unit.

If you are using more than one ePollbook per site using peer-to-peer, all voter history for that site is stored on all ePollbooks at the site. So there is no need to retrieve information from a failed unit. It will already be on the other pollbooks. (See Synchronization above).

If you are using the AskED ePollbook in a connected model, all of the data is on the AskED central server in addition to being on each ePollbook. So there is no need to retrieve data from a failed unit.

3.12 Data encryption (the voter data on the physical unit and on the data card should be encrypted)

The AskED Voter History logfile on the data card is encrypted, and all sensitive information within the database is also encrypted. In addition, drive-wide encryption is available if desired.

4.0 TECHNICAL REQUIREMENTS:

4.1 Devices should be easily transportable

If so desired, all devices can be stored in the original packaging we provide. We also provide an optional all-in-one storage/transportation case that keeps all components together even while in use so set-up literally takes seconds.

Even without our custom storage system, the AskED ePollbook and any requested components, such as a signature pad and receipt printer, can be setup and taken down by the pollworkers in less than 10 minutes.



4.2 Devices should withstand frequent loading and unloading, stacking, assembly and disassembly without any damage to internal circuitry

The AskED ePollbook system consists of COTS hardware that has been proven reliable in a wide variety of operating environments both in elections and commercial usage. In addition, we offer an optional storage/transportation case that keeps all components together making set-up instant and protecting all the components.

4.3 Devices should be able to be stored for long periods of time without any adverse effects

The AskED E-Pollbook system has the demonstrated capability to be stored for long periods between elections without adverse effects. Because this is computer technology, the AskED E-Pollbooks and related peripherals should be stored in a climate-controlled environment: -4 to 140 degrees Fahrenheit, 10-90% Humidity. All devices can be stored in the original packaging provided. We also provide an optional storage/transportation system that keeps all components together whether in use, in transport or in storage.

4.4 Devices should warn the election officer of any issues that would affect the performance of the system. For example: low battery indicator or, if the device is not functioning properly, a warning message

There are indicators of battery level on every screen. There are also indicators of connectivity within the software. In addition, the software monitors its performance and warns the user if there are any problems. For example, if the USB port where a signature pad is connected stops functioning, the system will provide the pollworker with a warning that there is a problem with the signature pad.

4.5 System should provide an audit log to track all actions of the user

The AskED ePollbook keeps a log of every operation performed on it.

In addition to this all-encompassing audit log, the “Advanced” button on the Main Menu of each AskED ePollbook allows users to view up-to-the-minute “Summary” and “Voted” reports.

- ★ The “Summary” report shows a real-time aggregate of voters who have voted that day or all dates in the precinct. These numbers are broken out by regular precinct ballots and provisional ballots, and each of these is broken out by party and/or ballot style.
- ★ The “Voted” report shows voter history for voters who have voted that day at that precinct. The report can include:
 - Name, address, birth year, voter ID; date and time voted.

There are many more reports also available on the ePollbook.

4.6 System should display the current versions of software and identify the current voter file that is being used

The main menu indicates the software version, the election and the election data preparation information.

4.7 System should provide multiple search fields for locating a voter, name, address, DLN

The Asked ePollbook also has the most comprehensive and flexible ability to search for voter records. This means that a voter whose name is misspelled or whose voter record has errors is more likely to be found quickly by the pollworker, which ensures that voters are not disenfranchised simply because of a clerical error.

Pollworkers can lookup voters by a wide variety of information including:

- First name (full or just starts with)
- Last name (full or just starts with)
- Date of Birth (or partial, such as year)
- Address, City, Zip
- Voter ID
- Driver’s License (if data is available)
- SSN (usually last 4 digits) (if data is available)

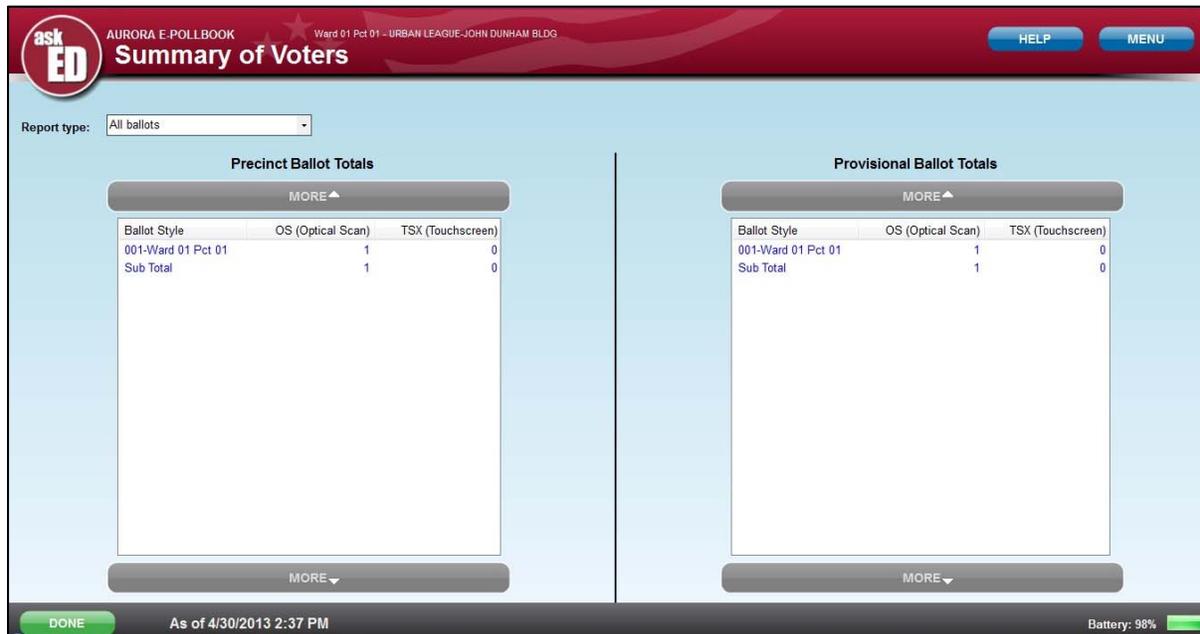
Search fields offered can be customized by the jurisdiction. For example, if you do not allow searching on SSN, then that field simply would not appear. Pollworkers may enter as much or as little information as they want in the search fields. The system will then find the list of voters that matches those criteria. If no voters match the criteria, then it will auto-broaden the results until it does find matches. For example, if you look for a voter with last name of “Davoust” and first initial of “Z”, it won’t find any, so it will return all the “Davoust’s” regardless of their first name.

If the voter is not registered, the pollworker can click the “GIVE UP” button. This will guide them through searching for the voter’s address so that a correct provisional ballot can be issued.

Please note that all of these steps are controlled by the AskED logic which will be customized by Robis for Maricopa County. So if you want it to follow another path or ask different questions or not offer a provisional ballot without calling the office, etc. it can do whatever you want. This is the power of the AskED decision support system (and where we get our name “AskED” “ED” stands for “election decision”).

4.8 System should provide voting activity reports to show the number of voters by ballot type: regular ballot and provisional

The AskED ePollbook provides a summary of voters by both regular and provisional ballots. In an early voting environment, the report can be filtered by those who voted today only or by the total who have voted to date.

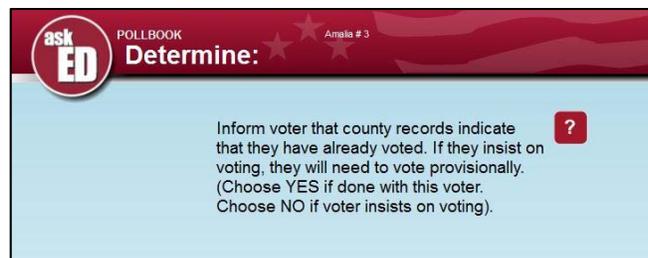


4.9 System should show if a voter has received an early ballot

The AskED ePollbook includes the relevant information on each voter including:

- If they voted early
- If they requested an absentee ballot
- If they returned their absentee ballot
- If they registered by mail
- Their voter status

The AskED decision support system uses this information to guide the pollworker to the correct course of action for each voter. The County does not have to worry that the pollworker might “miss” the fact that the voter voted early. The user just follows the onscreen instructions, and they are going to follow the correct action for each individual voter.



ask ED AURORA E-POLLBOOK Ward 01 Pct 01 - URBAN LEAGUE-JOHN DUNHAM BLDG HELP MENU

Is this the correct voter? ?

BEN L BROWN, 1935
1925 TALL OAKS DR 1705
AURORA

DOB: 1935
Precinct: [Ward 01 Pct 01 - URBAN](#)
Status: ACTIVE
Ballot Style: 1

This voter voted on 4/26/2013 2:07 PM at poll 101
on ballot 001-Ward 01 Pct 01 of ballot type
Precinct

YES NO

BACK Battery: 98%

4.10 System should allow election officers the ability to easily customize messages and rules that are specific to the jurisdiction

Built-in flexibility is one of the unique features of AskED. All aspects of the software operation are data-driven and under the control of the County. From what buttons appear on the main menu to what questions are presented to determine eligibility, AskED can be customized to the County. And because this information is in data, changes can be made quickly and easily.

Our patent-pending Election Decision Support™ system on the AskED ePollbook uses information from its voter file combined with straight-forward yes/no questions to guide pollworkers to the correct action for each voter regardless of the voter's circumstances:

- Did the voter already vote? (from voter file)
- Did the voter request an absentee ballot? (from voter file)
- Did the voter change their name? (question for voter)
- Did the voter move? If so, when? (question for voter)
- Is the voter a military voter? (question for voter)
- Did the voter register by mail? (from voter file)
- Etc.

Election Decision Support™ helps the user check-in a voter accurately by giving the user specific directions. Any pollbook can look up a voter. Only the AskED ePollbook, however, can tell the pollworker, in the moment of need, exactly how to accurately serve that particular voter. Only AskED takes into account each individual voter's combination of circumstances as well as the current laws and procedures. The software guides the user as to what the voter's options are, what paperwork must be completed, etc. This ensures that the voter receives the proper ballot and that everything is handled correctly so that the voter's vote can be counted. This reduces the risk of voter disenfranchisement. And because the system guides the pollworker to the correct action, the inspector's work becomes a lot easier.

5.0 DATA SECURITY:

5.1 The system should be capable of preventing unauthorized access

There are multiple levels of authentication available within the **AskED ePollbook** including machine-level, application-level and connection-level authentication. Separate logins/passwords with differing security levels can be issued to personnel based on their authority level and function. Most commonly, the password levels are:

- 1) Machine User: may only launch and run the pollbook application. Also needs #2 or #3 to login to the application.
- 2) Pollworker: only able to check in a voter.
- 3) Site Manager: able to view additional reports, export audit logs and history. County can also limit provisional transactions to require a site manager login if desired.
- 4) Administrator: may make updates to the machine, load new data, install new printers, etc. Still needs #2 or #3 to login to the application.

The AskED ePollbook is configured in Kiosk mode for use by pollworkers. This hardened account does not auto-run any USB devices or the CD, and any device access such as USB, etc. is controlled by the application. Even if a user inserted a USB device, they would not be able to access that device to run programs, retrieve data or store data. Kiosk mode does not even allow access to the Start Menu, Windows Explorer, Control Panel, etc.

The system is designed to prevent unauthorized access.

5.2 The system shall store data in an encrypted format on the device and on a removable data card

The AskED Voter History data on the removable data card is encrypted, and all sensitive information within the database is also encrypted. In addition, drive-wide encryption is available if desired.

5.3 The system should provide a level of tamper proof or tamper evident security while being stored at the election office and polling location

The AskED ePollbook uses a limited user account that only allows the actions needed to run the application. Access to all other functions and areas of the computer are electronically locked out. Any other attempts at physical tampering are restricted by a combination of methods, including locking out device booting from all external devices and the CD/DVD drive from the system bios. The system bios is also password protected. The disk(s) can optionally be fully encrypted so if removed, the data would be inaccessible. Tamper-evident seals can also be placed on laptop covers, over removable devices, and on cases to ensure that devices are not accessed when not in use.

5.4 The system should provide data encryption of the voter file to a level that is consistent with the current Secretary of State procedure manual for voter registration data. The encryption routine should be no less than 128 bit strength.

All confidential data is encrypted on the AskED device.

In reading the SOS procedure manual, the 128 bit encryption seems to refer to data communication. The AskED ePollbook can be used in a connected environment. For connectivity, we provide encryption and security options including SSL, VPN, IP restriction and more. We can make specific recommendations during implementation and can customize the security to whatever level the county would require.

6.0 IMPLEMENTATION PLAN:

A detailed project implementation plan is provided below, which includes a pilot rollout for your November 2013 election. Note: An updated project plan will be provided to the County within ten (10) business days upon contract award. The below activities are included in the initial setup, installation, testing, deployment and acceptance of the system per Exhibit A.

| Task Name | Duration | Start | Finish |
|---|-----------------|---------------------|---------------------|
| AskED Pollbook Implementation Plan - Maricopa County | 191 days | Wed 8/7/13 | Mon 7/7/14 |
| Contract Award | 0 days | Wed 8/7/13 | Wed 8/7/13 |
| Contract signed date | 0 days | Wed 8/7/13 | Wed 8/7/13 |
| Project Kick-off Meeting | 0.5 days | Wed 8/7/13 | Wed 8/7/13 |
| Requirements Review / Development Phase | 33 days | Thu 8/8/13 | Mon 10/7/13 |
| Requirements review meeting | 1 day | Thu 8/8/13 | Mon 8/12/13 |
| Requirements prioritization meeting(s) - New features - Set priorities and schedule for development - for Pilot, Full Launch and post Full-Launch | 7 days | Wed 8/14/13 | Tue 8/27/13 |
| Develop new features for Pilot in November | 15 days | Tue 8/27/13 | Mon 9/23/13 |
| Interface / Data load creation meeting(s) | 15 days | Wed 8/14/13 | Tue 9/10/13 |
| Create Interface to VRAS or agree-upon Data load procedure/interface | 15 days | Tue 9/10/13 | Mon 10/7/13 |
| Eligibility Logic and Help Topic preparation | 20 days | Wed 8/14/13 | Wed 9/18/13 |
| Obtain FAQ's and Training Manuals from County | 1 day | Wed 8/14/13 | Thu 8/15/13 |
| Initial Logic discussion with County staff | 1 day | Wed 8/14/13 | Thu 8/15/13 |
| Create draft Logic | 7 days | Thu 8/15/13 | Wed 8/28/13 |
| Review Logic with County staff | 5 days | Wed 8/28/13 | Thu 9/5/13 |
| Create draft Help Topics | 10 days | Thu 8/15/13 | Tue 9/3/13 |
| Review Help Topics with County staff | 5 days | Tue 9/3/13 | Wed 9/11/13 |
| Finalize Logic & obtain County approval | 5 days | Tue 9/10/13 | Wed 9/18/13 |
| Finalize Help Topics based on County feedback | 4 days | Wed 9/11/13 | Wed 9/18/13 |
| Robis Testing with County-provided test data | 17 days | Wed 9/18/13 | Thu 10/17/13 |
| Preferred data format provided to Maricopa | 1 day | Wed 9/18/13 | Thu 9/19/13 |
| Test data (voter's, addresses and precincts) provided by Maricopa | 5 days | Mon 10/7/13 | Tue 10/15/13 |
| Load data on test laptops | 1 day | Tue 10/15/13 | Wed 10/16/13 |
| Process test voter records and confirm upload to central database | 1 day | Wed 10/16/13 | Thu 10/17/13 |
| Pollbook version (including Help Topics & Logic) approved by Maricopa for Pilot | 1 day | Thu 10/17/13 | Mon 10/21/13 |
| Pollbook Training (Train the Trainer for Maricopa County staff) | 7 days | Mon 10/21/13 | Thu 10/31/13 |
| Obtain Training staff information | 1 day | Mon 10/21/13 | Tue 10/22/13 |
| Set training schedule | 1 day | Tue 10/22/13 | Wed 10/23/13 |
| Perform training sessions | 5 days | Wed 10/23/13 | Thu 10/31/13 |
| Pre-LAT process for Pilot Townships | 6.5 days | Mon 10/21/13 | Thu 10/31/13 |
| Data (voter's, addresses and precincts) loaded on laptop(s) | 2 days | Mon 10/21/13 | Wed 10/23/13 |
| Laptops configured for wireless upload | 2 days | Wed 10/23/13 | Mon 10/28/13 |
| Process test voter records on each laptop and confirm upload to central database | 2 days | Mon 10/28/13 | Wed 10/30/13 |
| Clear test check-in records | 0.5 days | Wed 10/30/13 | Thu 10/31/13 |
| Laptops distributed to Pilot Township voting precincts | 1 day | Thu 10/31/13 | Fri 11/1/13 |
| November 2013 AskED Pollbook Pilot | 1 day | Tue 11/5/13 | Wed 11/6/13 |

| | | | |
|--|-------------------|---------------------|--------------------|
| Post-Election Debrief meeting | 1 day | Thu 11/7/13 | Fri 11/8/13 |
| Post-Pilot Requirements Review / Development Phase | 76 days | Thu 11/21/13 | Thu 4/3/14 |
| Review requirements priorities for Full Launch and set development schedule | 15 days | Thu 11/21/13 | Wed 12/18/13 |
| Develop new features for Full Launch (August 26, 2014 Primary) | 60 days | Wed 12/18/13 | Wed 4/2/14 |
| Final Pollbook version approved by Maricopa for Full Launch | 1 day | Wed 4/2/14 | Thu 4/3/14 |
| August 26, 2014 Primary Election Preparation | 144.8 days | Mon 8/26/13 | Mon 5/5/14 |
| Robis Testing with County-provided test data | 7 days | Thu 4/3/14 | Wed 4/16/14 |
| Load data on laptops | 4 days | Thu 4/3/14 | Thu 4/10/14 |
| Process test voter records and confirm upload to central database | 3 days | Thu 4/10/14 | Wed 4/16/14 |
| Pollbook Training (Train the Trainer for Maricopa County staff) | 14 days | Thu 4/3/14 | Mon 4/28/14 |
| Obtain Training staff information | 2 days | Thu 4/3/14 | Mon 4/7/14 |
| Set training schedule | 2 days | Tue 4/8/14 | Thu 4/10/14 |
| Perform training sessions | 10 days | Thu 4/10/14 | Mon 4/28/14 |
| Pre-LAT process for all Pollbooks (Full Launch) | 9 days | Wed 4/16/14 | Thu 5/1/14 |
| Data (voter's, addresses and precincts) loaded on laptops | 3 days | Wed 4/16/14 | Mon 4/21/14 |
| Laptops configured for wireless upload | 2 days | Tue 4/22/14 | Thu 4/24/14 |
| Process voter check-in on each laptop and confirm upload to central database | 3 days | Thu 4/24/14 | Wed 4/30/14 |
| Clear test check-in records | 1 day | Wed 4/30/14 | Thu 5/1/14 |
| Laptops distributed to Precincts | 2 days | Thu 5/1/14 | Mon 5/5/14 |
| August 26, 2014 Primary Election | 0.7 days | Mon 8/26/13 | Mon 8/26/13 |
| Post-Election Debrief meeting | 1 day | Wed 9/4/13 | Thu 9/5/13 |
| Post-Election Development priorities meeting(s) | 5 days | Thu 9/5/13 | Fri 9/13/13 |

7.0 TRAINING PLAN:

AskED ePollbook training consists of instructional lecture and hands-on practice in a classroom setting. Typically the classroom is set up to simulate the pollsite experience. Either an expert trainer from AskED or a person within the Jurisdiction who has been trained to conduct the classes can teach these classes. Depending on the needs of the jurisdiction, the training classes are often divided into 3 levels.

Level 1: Standard User/Clerk

Class Length: 2 Hours

Class Size: 15-40 Students. 1-2 Instructors.

Participants: Persons who are primarily responsible for setting up and using the ePollbook system to check-in voters throughout the day. This person typically has no other responsibilities throughout the day except to assist voters.

Objectives: Familiarity with the concept of Electronic Pollbooks and how they are used in the pollsite; To become very comfortable with setting up the system, searching for voters, following the AskED Eligibility logic, and viewing/producing reports. If applicable the standard user will also be taught how to connect the system to the central server and monitor online connectivity throughout the day.

Methodology: The class objectives are met through hands participation with actual ePollbooks as the instructor guides the class through each lesson. When the instructor has finished, time is provided for practice and role-play exercises.

Classroom Set-Up: The training room is set-up with training versions of the AskED ePollbook. The ePollbooks and accessories are set-up to simulate an actual Pollsite check-in station. The instructor has the same set-up at the front of the room connected to a projector. The goal is to provide at least one training station for every two students..

Sample Class Outline:

- I. Introduction
- II. Set-Up and Log-In
- III. Voter Check-In Procedures

- IV. Special Cases
- V. End of Day Procedures

Level 2: Advanced User

Class Length: 2 Hours

Class Size: 15-40 Students. 1-2 Instructors.

Participants: Lead pollworkers.

Objectives: Prepare polling place leaders to handle any advanced functions such as end-of-day reconciliation and handling special circumstances.

Methodology: Same as level 1.

Classroom Set-Up: Same as level 1.

- I. Sample Class Outline: Same as level 1

Level 3: Troubleshooter

This course is similar to level 2, but focuses on set-up, troubleshooting and replacing supplies.

AskED Online Training

In addition to classroom training, Robis has an online training product with courses specifically designed to train pollworkers on our AskED ePollbook. Your annual support and maintenance provides for free use of this product and course for training on the ePollbook. Our online training is also available for training your pollworkers on other tasks for a nominal fee.

8.0 WARRANTY:

All hardware is warranted for one (1) year after final acceptance by MCED. The AskED ePollbook software is proprietary to Robis Elections, Inc. We stand behind our software and warranty its performance for the requested timeframe of one (1) year after final acceptance by MCED.

9.0 MAINTENANCE, SERVICE AND SUPPORT:

Our goal is to make the implementation of our products as easy as possible for our customers and to empower your staff to manage all aspects of your election. Toward that end, we will provide all the support you need while training your staff to be able to take over any functions that you prefer to handle yourselves.

Robis Elections has a policy of continuous product improvement. Because of this, we are able to implement feature requests much faster than our competitors and it means that customers can benefit from feature requests from other AskED customers. As each election is approaching, we let the County know what improvements have been added to the product since their last election, and we jointly decide with the County if it makes sense to upgrade to that version or wait for the next election.

In order to receive all software updates and upgrades, the County must have an active annual support and maintenance plan in place. In addition to the product upgrades, the support plan includes unlimited technical support via phone, fax and email during normal business hours as well as 24 hour emergency service.

Robis services to provide the latest election decision support logic as needed during the license period. Robis will work with Jurisdiction to provide the logic that supports Jurisdiction's procedures and will provide changes to the logic within 10 business days of any requested change.

Second-level technical support on any issues related to AskED™ usage via phone, fax or email to Jurisdiction technical staff during normal Robis business hours on any non-election day. Robis will also provide second-level technical support via phone, fax or email on Election Day while the Jurisdiction polls are open, provided the Jurisdiction notifies Robis of its Election Day date and polling-place hours at least 10 days prior to the election. “Second-level technical support” means that Robis will provide support to the Jurisdiction support staff, not directly to Election Inspectors, poll workers, or other end-users. Note that this license does not include technical support for non-AskED use of the Pocket PC devices or for non-related problems on desktop computers.

10.0 OTHER DATA:

Other Unique AskED Features

Election Decision Support

We have mentioned our decision support system that guides the pollworker to the correct action for each voter. We just mention it again here because it is unique to AskED. This system provides consistency across your County, makes training much easier, and ensures that voters are never disenfranchised.

Provisional Qualification

The AskED solution includes a complete system for tracking and qualifying provisional ballots.

Custom Forms

When a printer is available in the polling place, the AskED ePollbook can print affidavits pre-filled with voter information as part of the voter qualification process. You can be sure that pollworkers will never fill out the wrong form again, you no longer need to have pre-printed affidavits at the site, and because voter data is pre-filled, you the voter is serviced better and you don't have to try to decrypt bad handwriting.

Reconciliation

Another unique feature of AskED is a smart reconciliation feature that guides the pollworker through the close-of-polls procedure in terms of accounting for all voters checked in, provisional ballots issued, etc. This feature can make canvass much easier since pollworkers are guided through explaining any special cases before leaving the polling place on Election night.

Complete On-Board “Just-in-Time” Training/Help System

The AskED ePollbook includes a complete searchable Help system that contains the entire pollworker training manual (no need to print manuals anymore!) as well as short videos on how to set up election equipment, how to close the polls, and how to handle problems that come up during the day (such as a jammed tabulator). This is aptly called “Just-in-time Training”. Counties using the AskED Just-In Time Training system have typically seen an 80% reduction in phone calls from the poll sites on Election Day!

Integrated with the AskED Suite

The AskED ePollbook is also integrated with the AskED product suite, which means that Maricopa would have easy access to the election industry's leading Help Desk along with our innovative mobile products for managing troubleshooters in the field and even surveying your pollsites. Our entire suite of products is designed to make your elections run more smoothly.

Alternate Language Support

The AskED ePollbook offers optional alternate language support. This feature allows the ePollbook to “speak” any voter questions or instructions in an alternate language such as Spanish or Tohono O'odham. While this does not replace a bi-lingual pollworker, it can be very helpful when trying to communicate with a voter requiring assistance or trying to direct a voter to a different polling place.

About Robis Elections, Inc.

.: Focused on the needs of Election Officials and their staff

At Robis Elections, we are passionately committed to creating innovative products that solve problems effecting election officials. Founded in 1991 by David Davoust, Robis has built a reputation of providing the highest level of support and service to its customers, so that elections run more smoothly than ever.

Our unique AskED® product suite solves Election Day issues on-site or off-site with accuracy and consistency. Robis was part of the team that designed the AutoMARK Voter Assist Terminal, and our team created all of the acclaimed user-software. Robis-created software is used in over 50,000 polling locations in the United States, and we have been working with pollworkers for over 20 years. With the AskED® product suite, jurisdictions can track and eliminate problems, while seeing exactly what's happening at every location.

.: Dependable Election Experience

The Robis Elections Team has decades of experience with election law and understands the tasks required to fulfill your needs in each of your polling places. For over 20 years, Robis Elections has been passionately committed to creating innovative products and solutions that help election officials improve the voter experience, create efficiencies and meet the unique needs of local and federal elections.

.: Proven Partner for Elections Large and Small

Robis Elections has a reputation of support that is second to none. We partner with our customers to provide reliable, secure and scalable solutions that are easy-to-use. The AskED suite empowers election departments large and small to do more with less. We are working with election officials across the U.S. to improve the administration of elections.

Our products and services include:



- ★ **AskED ePollbook, Early Voting and Ballot on Demand System**
- ★ **AskED Problem Solver**
- ★ **AskED Help Desk**
- ★ **AskED Troubleshooter**
- ★ **AskED WarRoom (poll site problem mapping)**
- ★ **AskED Materials Tracking**
- ★ **AskED Online Pollworker Training System**
- ★ **AskED Surveyor**
- ★ **Election Night Hosting**
- ★ **Voter Outreach**
- ★ **Election Process Consulting**
- ★ **IT & Security consulting and custom development for elections**

In addition, because our products are used to support other election equipment, our staff has direct experience with all major voting systems including those from AVM, Diebold/Premier, Dominion, ES&S, Hart, Sequoia and more.

As you know, most of election management is about data: voters, addresses, ballot styles, precincts, polling places, etc. Robis has experience interfacing with the leading voter registration systems, including DFM, NTS, ES&S /Premier and others, as well as local, county, and state systems. We are experts in working with a wide range of data and automating for most effective use.

Our successful implementation experience with election jurisdictions of all sizes and with election products that meet the needs outlined in this RFP clearly make us qualified to help Maricopa with this project. We would encourage County staff to speak to any Robis customers to get a better understanding of the industry-leading technology and superior level of service that we provide.

EXHIBIT C SOFTWARE LICENSE AGREEMENT

AskED™ Agreement

1. The Software

AskED™ is software which runs on Pocket PC devices, tablets and desktop computers that provides decision support to election officials for voter verification and other topics, provides training to election officials as a personal training device, and provides on-demand answers to questions and problems in the polling place with a complete, searchable, multimedia-enabled help system.

2. The Software License

Subject to terms of this agreement, Robis grants to Jurisdiction a non-exclusive, non-transferable, limited license to permit the number of licensed devices or PC's to use the AskED™ software. This license includes the following:

- a) Use of the software for the license period on a maximum number of Pocket PC's, tablets or Desktop computers as indicated on Exhibit A.
- b) Robis services to provide the latest election decision support logic as needed during the license period. Robis will work with Jurisdiction to provide the logic that supports Jurisdiction's procedures and will provide changes to the logic within 10 business days of any requested change.
- c) Second-level technical support on any issues related to AskED™ usage via phone, fax or email to Jurisdiction technical staff during normal Robis business hours on any non-election day. Robis will also provide second-level technical support via phone, fax or email on Election Day while the Jurisdiction polls are open, provided the Jurisdiction notifies Robis of its Election Day date and polling-place hours at least 10 days prior to the election. "Second-level technical support" means that Robis will provide support to the Jurisdiction support staff, not directly to Election Inspectors, poll workers, or other end-users. Note that this license does not include technical support for non-AskED use of the Pocket PC devices or for non-related problems on desktop computers.
- d) Non-exclusive right to modify and use standard help topics as provided by Robis. Jurisdiction may also add its own help topics, and Robis will provide the use of a desktop application to facilitate the entry and edit of help topics.

This Agreement does not transfer to Jurisdiction any ownership or proprietary rights in the AskED software, and all rights, title and interest in and to the software will remain solely with Robis or its suppliers.

3. Help System

The AskED software includes a powerful help system. Robis will provide sample help topics and video to Jurisdiction and will provide technical support to Jurisdiction in the development of its particular help topics. Jurisdiction is responsible for creating and/or editing its help topics and is responsible for obtaining any necessary rights to materials provided therein. As part of the license agreement, Robis will convert any video provided in electronic form into the appropriate format for the AskED device. During the license period, Robis will also create new video or modify existing Robis video to cover procedures on the jurisdiction's current and future election equipment as adopted. The contents and extent of these videos will be decided jointly by Robis and the jurisdiction. Videos may only be used on the AskED devices except as indicated in Paragraph 4 below.

If so indicated on Exhibit A, this agreement also includes the license of a Disability Module for the help system. The one-time license fee for additional help modules allows for continuous use of those modules so long as the AskED license is current. Any updates to those add-in modules are included for the first year, and may be available for an upgrade fee in future years. The Disability Module includes help topics and video related to understanding and working with voters with disabilities. Jurisdiction agrees that it may edit the text of topics included in the Disability Module as desired for use in the text-only help sections of the AskED software; however, Jurisdiction agrees that the information and videos provided may not be used for any other purpose or shared with other Jurisdictions.

4. Use of Videos for Training

So long as Jurisdiction maintains a current license of the AskED Help Desk software, Robis grants to Jurisdiction a non-exclusive, non-transferable, limited license to utilize the AskED help videos, via projection, in Jurisdiction's offline pollworker training. Jurisdiction agrees not to duplicate or distribute these videos in any manner.

5. Training

Robis provides training services on the use of AskED at the cost of trainer days as listed on Exhibit A. Each trainer day includes the on-site services of one Robis staff member for an 8-hour day or any part thereof. Robis will provide training services on the use of AskED as indicated in Exhibit A. The content of this training can be tailored to Jurisdiction's particular needs and can be in one-on-one, small-group or large-group format as determined by the Jurisdiction. Additional training beyond this initial agreement may be purchased at any time. This training will be scheduled by Robis and Jurisdiction with as much lead time as possible.

6. On-Site Support

As indicated above, Robis will provide AskED support via phone, fax or e-mail as part of the AskED license agreement. However, on-site support is also available for an additional fee as listed on Exhibit A. On-site support is provided in increments of support-days. A support day normally refers to one staff person for a single 8-hour day or any part thereof. (Support on Election Day counts as one day, even though Election-Day support is longer than 8 hours.)

7. Confidential Information

The parties acknowledge that, in the course of the project, either party may be exposed to confidential information including but not limited to: voter information, inventions, design processes, pricing formulas, election logic and other confidential or proprietary information. Both parties agree not to disclose Confidential Information to any person or entity during the term of this Agreement or until such time as this information become publicly available through no fault of the recipient. In particular, election decision support logic developed by Robis may only be used for the purposes of utilizing and supporting AskED and may not be shared outside of Jurisdiction or used for any other purpose.

ROBIS ELECTIONS, INC., 1751 S. NAPERVILLE RD., SUITE #104, 300 S. COUNTY FARM RD, 3RD FL,
WHEATON, IL ~~60187~~ 60189

PRICING SHEET: NIGP CODE 20811

Terms: NET 15 DAYS

Vendor Number: 2011003643 0

Telephone Number: 630-752-0220

Fax Number: 630-752-0222

Contact Person: ~~Todd Earnst~~ **David Robert**

E-mail Address: tearnst@robis.net drobot@robis.net

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2016 2019.**