

**AGREEMENT FOR PURCHASE OF VOTING MACHINES AND RELATED
SOFTWARE LICENSING AND MAINTENANCE SERVICES**

AGREEMENT made this 19th day of January 2017, by and between **COUNTY OF OCEAN**, a body politic of the State of New Jersey, having its principal office and place of business at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754 hereinafter "County") and **DOMINION VOTING SYSTEMS**, a corporation having an address for the purpose of this Agreement of 221 Hopkins Avenue, Jamestown, New York 14701, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has publicly solicited a Request for Qualifications ("RFQ") to purchase voting machines and related software licensing and maintenance services, in accordance with the requirements of N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the responses received by the County of Ocean were reviewed by the Ocean County Board of Elections and the Ocean County Contractor Selection Review Committee in accordance with the criteria approved by the Ocean County Board of Chosen Freeholders and set forth in the Request for Qualifications; and

WHEREAS, based upon the recommendation of the Ocean County Election Board and the Ocean County Contractor Selection Review Committee, the Ocean County Board of Chosen Freeholders has awarded an Agreement to the Contractor to provide such services, as more specifically set forth in its response, for a term of two years, commencing January 1, 2017; and

WHEREAS, the purchase of voting machines shall be authorized by purchase order only

and shall be approved by the Ocean County Department of Finance, who shall encumber said funds when the purchase order is issued.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants and obligations agreed to by and between the parties, the parties hereby agree to and with each other as follows:

1. **SCOPE OF ACTIVITIES.** Contractor agrees to perform the services as set forth in the attached Scope of Activities (Exhibit A). All of the provisions of Exhibit A are incorporated herein by reference.

2. **TIME OF PERFORMANCE.** This Agreement shall take effect on January 1, 2017 and shall continue in full force and effect until December 31, 2018. Contract responsibilities shall commence upon authorization from County or its Authorized Representative. However, it is specifically understood by Contractor that all services to be provided under this Agreement must be authorized in advance by purchase order issued by the Ocean County Department of Finance, which Department shall encumber said funds for payment to the Contractor when the purchase order is issued.

3. **AUTHORIZED REPRESENTATIVE.** The County hereby designates the Commissioners of the Ocean County Election Board, or their designee, to act as its Authorized Representative. The Authorized Representative shall be the point of contact between Contractor and the County. Contractor shall not undertake any work without the prior approval of the County's Authorized Representative.

4. **COMPENSATION.** It is expressly agreed and understood that the full dimensions of the work to be performed under the Scope of Activities is unknown at this time

and will depend upon the needs of the County. In recognition of this fact, the Contractor, upon issuance of a purchase order by the County, as set forth in Paragraph 2 above, shall provide the services set forth therein on a time and materials basis at a cost to be determined by the County and the Contractor as set forth in the purchase order authorizing the performance of the work.

5. **ASSIGNABILITY.** The Contractor shall not assign or transfer any of the work or services covered by this Agreement or any other interest in this Agreement without the prior written approval of the County.

6. **TERMINATION.** The County may, by giving thirty (30) days' written notice to the Contractor, terminate this Agreement in whole or in part. All finished or unfinished reports prepared by the Contractor shall become the property of the County. The Contractor shall be entitled to receive just and equitable compensation for any work completed, provided that in no event shall the compensation paid to the Contractor exceed the Project Budget limit established in Paragraph 4A above.

7. **INSURANCE.** The Contractor shall provide at its own cost and expense proof of the following minimum levels of insurance to the COUNTY:

- a) **Workers' Compensation:** Statutory limits in compliance with Workers' Compensation Laws of the State of New Jersey.
- b) **General Liability:** A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage, \$2 million general aggregate.
- c) **Business Automobile Liability:** A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage. This insurance MUST include coverage for owned, hired and non-owned automobiles.
- d) **Errors and Omissions:** A minimum limit of liability of \$1 million per occurrence.

Failure by the Contractor to supply such written evidence shall result in default.

The insurance companies for the above coverages required herein must be licensed by the State of New Jersey, and acceptable to the County. The Contractor shall not take any action to cancel or materially change any of the insurance required under this Agreement without the County's approval. The maintenance of insurance under this section shall not relieve the Contractor of any liability greater than the insurance coverage.

8. **DISCRIMINATION.** The Parties agree to comply with the provisions of the Affirmative Action Addendum attached hereto as Exhibit B, and Americans With Disabilities Act Addendum attached hereto as Exhibit C, which are incorporated herein by reference.

9. **NOTICES.** All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the U.S. Mail with postage prepaid as certified mail, return receipt requested; or sent via facsimile transmission or overnight mail to the address of the parties to this Agreement as set forth above.

10. **RELATIONSHIP OF PARTIES.** The Contractor, in performing services specified in this Agreement shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor is not and shall not be considered an agent or employee of the County.

11. **CONFIDENTIALITY OF WORK PRODUCT.** All work performed by the Contractor and any of Contractor's subcontractors pursuant to this Agreement is solely for the benefit of the County and shall not be disclosed or released by Contractor, its employees, agents, representatives, contractors or subcontractors to any person without the prior written approval of the County. Contractor acknowledges and understands that it has been authorized to undertake the tasks set forth in the Scope of Activities in order to provide the County with the technical

information and data necessary to undertake the Project more specifically defined in Contractor's Scope of Work.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

ATTEST:


Contracts Administrator

ATTEST:

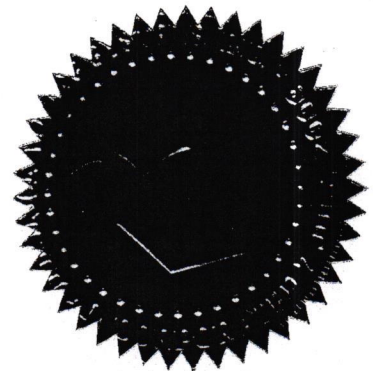

Betty Vasil, Clerk

DOMINION VOTING SYSTEMS, INC.

By 
John Pulos, President & CEO

COUNTY OF OCEAN

By 
Joseph H. Vicari, Freeholder Director





Date	3.29.17
Order #	

BILL TO		SHIP TO
Ocean County Board of Elections		same
129 Hooper Ave.		
Toms River, NJ. 08753		
		shipping instructions, sample. no dock - will need truck with lift gate. Call to schedule delivery.

CUSTOMER PO#	DATE NEEDED	SALES REP		CONTACT PERSON	
USNJOCEANBOE	ASAP	Ronald Rosania		NAME:	Marie Peterson
				PHONE NO.:	732.929.2167

[illegible]

ORDER TOTAL	
Est. Shipping	
TOTAL	

EXHIBIT "A"

SCOPE OF WORK

The successful vendor must be able to provide voting machines and auxiliary software licensing agreements compatible with the Sequoia AVC voting machines and Sequoia election management software currently owned and operated by the County.

EXHIBIT "B"
AFFIRMATIVE ACTION ADDENDUM

AFFIRMATIVE ACTION ADDENDUM

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C.17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT "C"

Americans With Disabilities Act Equal Opportunity For Individuals With Disabilities

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the County pursuant to this Agreement, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this Paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International HKMB Limited 595 Bay Street, Ste 900 Toronto, ON M5G 2E3	CONTACT NAME: PHONE (A/C, No, Ext): 416-597-0008 FAX (A/C, No): 416-597-2313 E-MAIL ADDRESS:	
INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc. 215 Spadina Ave, Suite 200 Toronto, ON M5T 2E3	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Continental Casualty Company	20443
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: Q6RGSB56

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		MPR2881217	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		MPR2881217	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 75,000 Non-Owned Auto Liability \$2,000,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$0		MPR2881217	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Policy Form: Claims Made		MPR2881217	08/31/2016	08/31/2017	Per Claim \$ 2,000,000 Policy Aggregate \$ 2,000,000 First Party Coverage Limit \$ 500,000 Retro Date: Aug. 6, 10 TPL Retro Date: Aug. 6, 11 FPC \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Limits in USD unless stated otherwise.

Property Insurance:
Insurer: CNA Insurance
Policy Number: MPR2881217
Policy Period: August 31, 2016 to August 31, 2017
Limit: \$7,544,941 USD
- All Perils coverage
(continued next page)

CERTIFICATE HOLDER

County of Ocean
Administration Building
PO Box 2191
Tom River, NJ 08754-2191

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

PRODUCER HUB International HKMB Limited		INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 09/15/2016

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

Property Insurance:
Insurer: CNA Insurance
Policy Number: MPR2881251
Policy Period: August 31, 2016 to August 31, 2017
Limit: \$1,750,000 CAD
- All Perils coverage
RE: RFP - County of Ocean, New Jersey

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

PRODUCER HUB International HKMB Limited		INSURED Dominion Voting Systems Corporation and Dominion Voting Systems Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	
		ISSUE DATE: 09/15/2016

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** _____

Crime Insurance:
Insurer: Chubb Insurance Company of Canada
Policy Number: 82241533
Policy Period: August 31, 2016 to August 31, 2017
Limit: \$1,000,000 CAD