



# County of Fairfax, Virginia

## AMENDMENT

AMENDMENT NO. 4

**June 11, 2021**

CONTRACT TITLE: Voting Machine Equipment & Services

CONTRACTOR

Election Systems & Software, LLC.  
11208 John Galt Boulevard  
Omaha, NE 68137

SUPPLIER CODE

1000018943

CONTRACT NO.

4400005097

By mutual agreement, Contract 4400005097 is renewed for one (1) year effective June 12, 2021 through June 11, 2022. The contract is further amended as follows:

1. The Escrow Agreement, as amended, is hereby incorporated by reference.
2. Schedule E1 of Exhibit E to the Agreement is replaced in its entirety with Attachment A, which incorporates the following updated fees for this renewal period:

Description	Total Fees for the Renewal Period
Gold Hardware Maintenance and Support Services	\$200,240.00
Election Management Software Maintenance and Support Services	\$49,868.00
Firmware Maintenance and Support Services	\$97,030.00
<b>Total</b>	<b>\$347,138.00</b>


3. Consumables and associated service pricing is updated as follows:

Item/Service	Price
11" 2-Sided Ballot with Blank Ink Printed Ballots	\$0.20 per unit
Folding Ballots	\$0.08 per unit
ExpressVote 11-inch Ballot Card	\$0.135 per unit
ExpressVote 14-inch Ballot Card	\$0.175 per unit

All other pricing, terms and conditions remain the same.

Contractor shall submit an updated certificate of insurance in accordance with Section 17, CONTRACT INSURANCE PROVISIONS, of the contract within ten (10) days of this fully executed renewal amendment.

ACCEPTANCE:

BY:   
(Signature)

VP of Finance  
(Title)

Richard J. Jablonski  
(Printed)

6/10/2021  
(Date)

DocuSigned by:



CADFD04BE40248E  
Cathy A. Muse, CPPO  
County Purchasing Agent

DISTRIBUTION

Office of Elections – George Panagakos/e  
Office of Elections – Sonia Skipper/e  
Office of Elections – Scott Konopasek/e

Contractor [Katie.figgins@essvote.com](mailto:Katie.figgins@essvote.com)  
DPMM – Contract Specialist – Penny Crawley  
DPMM – Supplier Diversity – Chris McGough

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
**Phone** (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3587

**Schedule E1****ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES DURING THE WARRANTY PERIOD**

Listed below are the Hardware Products for which “Gold” Hardware Maintenance and Support services were provided during the Warranty Period:

Description	Number of Units	Total Fees for the Warranty Period
DS200 Hardware	525	\$459,375.00
DS850 Hardware	1	\$19,500.00
ExpressVote Hardware	600	\$345,000.00

Listed below are the Hardware Products for which “Gold” Hardware Maintenance and Support services will be provided during the Warranty Period for the Renewal Period June 12, 2021 through June 11, 2022:

Description	Number of Units	Total Fees for the Warranty Period
DS200 Hardware	650	\$120,250.00
DS850 Hardware	2	\$7,990.00
Express Vote Hardware	600	\$72,000.00

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period under the “Gold” maintenance plan shall be 55% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

**Note 3:** Customer’s Designated Location: Fairfax County, Virginia or such other Customer designated location as may be required in the event of any emergency.

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

**Note 5:** In the event the Customer subsequently acquires any ES&S Equipment, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform to a calendar year.

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

1. Telephone support
2. Issue Resolution
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective with new or remanufactured certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of equipment.
    - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal
5. Repair Services.
- Customer receives coverage for interim repair calls.
    - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
- Customer has access to the ES&S Help Desk for assistance.
  - The customer receives priority on service calls.
  - The customer receives priority on response time.
  - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein and in the Agreement, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION AND FEES DURING THE WARRANTY PERIOD**

Listed below are the Election Management Software Modules for which Software Maintenance and Support were:

<b>Description</b>	<b>Number of Licenses</b>	<b>Total Fees for the Warranty Period</b>
ElectionWare EMS Software with Voice File Capability for English and One Additional Language	1	\$242,290.00

Listed below are the Election Management Software Modules for which Software Maintenance and Support will be provided for the Renewal Period June 12, 2021 through June 11, 2022:

<b>Description</b>	<b>Number of Licenses</b>	<b>Total Fees for the Warranty Period</b>
ElectionWare EMS Software with Voice File Capability for English and One Additional Language	1	\$49,868.00

Listed below are the Hardware Products for which Software (Firmware) Maintenance and Support will be provided:

<b>Description</b>	<b>Number of Units/Licenses</b>	<b>Total Fees for the Warranty Period</b>
DS200 Firmware	525	\$196,875.00
DS850 Firmware	1	\$5,812.50
ExpressVote Firmware	600	\$150,000.00

Listed below are the Hardware Products for which Software (Firmware) Maintenance and Support will be provided for the Renewal Period June 12, 2021 through June 11, 2022:

<b>Description</b>	<b>Number of Units</b>	<b>Total Fees for the Warranty Period</b>
DS200 Firmware	650	\$52,000.00
DS850 Firmware	2	\$3,150.00
Expressvote Firmware	600	\$39,000.00
Balotar Software License	2	\$2,880.00

**Note 1: In the event the Customer subsequently acquires any ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform to a calendar year**

**Software Maintenance and Support Services Provided by ES&S Under the Agreement**

1. Telephone support
2. Issue Resolution
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software Maintenance and Support services specifically set forth herein and in the Agreement, ES&S is under no obligation and shall not provide other Software maintenance and support services to the Customer unless previously agreed upon by the parties.

**Software Maintenance and Support and Hardware Maintenance and Support Services – Customer and ES&S Responsibilities**

1. Customer's current software and hardware operators shall have completed a full EMS Software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products General/Primary and/or Special elections.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings. This will be performed in accordance with ES&S instructions or documentation. ES&S shall provide access to its technical guidance and expertise to assist the Customer with firmware, application software, date, time, or other setting issues that arise during implementation or operation.
  - Customer shall have the ability to store equipment in accordance with ES&S requirements.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. ES&S shall be responsible for procurement and availability of the Third Party Software and Third Party Equipment, or their equivalents, identified by ES&S in Exhibit H. ES&S and Customer shall be jointly responsible for resolving any implementation and integration issues regarding the Third Party Software and Third Party Equipment, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer VR system. ES&S shall provide access to its technical guidance and expertise to assist the Customer with data extraction issues during implementation or operation.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise. ES&S shall provide access to its technical guidance and expertise to assist the Customer with any security or networking implementation or operational issues.
7. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of ES&S software or hardware. ES&S shall provide access to its technical guidance and expertise to assist the Customer with any error or exception handling implementation or operational issues.
8. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity. ES&S shall provide access to its technical guidance and expertise to assist the Customer with any networking implementation or operational issues.
9. In the event the Customer engages a non-ES&S ballot printer to print its ballots for use with the System to be provided by ES&S hereunder, Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

**Summary**  
**Prepaid Hardware, Firmware, and Software Maintenance and Support Fees**  
**for the Previous Warranty Period:**

<b>Description</b>	<b>Total Fees For The Warranty Period</b>
Gold Hardware Maintenance and Support Services	\$823,875.00
(1) Election Management Software Maintenance and Support Services	\$242,290.00
(2) Firmware Maintenance and Support Services	\$352,687.50
<b>Total Hardware, Software, and Firmware Maintenance and Support Fees for the Warranty Period</b>	<b>\$1,418,852.50</b>
(3) Less: Prepayment Discount	( <b>\$137,613.83</b> )
<b>Net Hardware, Software, and Firmware Maintenance and Support Fees for the Warranty Period</b>	<b>\$1,281,238.67</b>

**Summary**  
**Prepaid Hardware, Firmware, and Software Maintenance and Support Fees**  
**for the Renewal Warranty Period of June 12, 2021 through June 11, 2022:**

<b>Description</b>	<b>Total Fees For The Warranty Period</b>
Gold Hardware Maintenance and Support Services	\$200,240.00
(1) Election Management Software Maintenance and Support Services	\$49,868.00
(2) Firmware Maintenance and Support Services	\$97,030.00
<b>Total Hardware, Software, and Firmware Maintenance and Support Fees for the Warranty Period</b>	<b>\$347,138.00</b>