

Dane County Contract Addendum Cover Sheet

Res 288
Significant

Revised 06/2021

Contract # Admin will assign	12083B
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Dept./Division	County Clerk	Vendor Name	Election Systems & Software
Brief Addendum Title/Description	Provide ongoing hardware maintenance and support and software and firmware maintenance and support services for voting machines.	Vendor MUNIS #	2386
		Addendum Term	1/1/2022 - 12/31/2025
		Amount (\$)	\$ 200,200.00

Department Contact Information		Vendor Contact Information	
Contact	Patti Anderson	Contact	Tina Pick
Phone #	608-266-0723	Phone #	402-970-1254
Email	anderson.patti@countyofdane.com	Email	tina.pick@essvote.com
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input checked="" type="checkbox"/>	New PO / Req. Submitted Req#	Org: COCLKEL	Obj: 30595	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	1/1/2016 - 12/31/19	\$ 100,055.99	<input type="checkbox"/> None	Res# 267, 13-14
	12083A	1/1/17 - 12/31/21	\$ 75,290.00	<input type="checkbox"/> None	Res#
	12083B	1/1/22 - 12/31/25	\$ 200,200.00	<input type="checkbox"/> None	Res# 2021 RES-288
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 375,545.99		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Anderson, Patti	Digitally signed by Anderson, Patti Date: 2021.12.14 08:30:28 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/15/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, December 16, 2021 12:27 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #12083B
Attachments: 12083B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/16/2021 2:44 PM	Approve: 12/16/2021 2:44 PM
	Rogan, Megan	Read: 12/16/2021 1:14 PM	Approve: 12/16/2021 1:14 PM
	Gault, David	Read: 12/16/2021 4:42 PM	Approve: 12/16/2021 4:42 PM
	Lowndes, Daniel	Read: 12/17/2021 3:01 PM	Approve: 12/17/2021 3:01 PM
	Stavn, Stephanie	Read: 12/16/2021 1:06 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #12083B

Department: County Clerk

Vendor: Election Systems & Software

Contract Description: Provide ongoing hardware maintenance & support and software & firmware maintenance and support services (Res 288)

Contract Term: 1/1/22 – 12/31/25

Contract Amount: \$200,200.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3 **2021 RES-288**

4 **APPROVING CONTRACT ADDENDUM #2 (CONTRACT#12083B) WITH ELECTION**
5 **SYSTEMS AND SOFTWARE FOR ONGOING HARDWARE MAINTENANCE AND**
6 **SUPPORT AND SOFTWARE AND FIRMWARE LICENSE MAINTENANCE AND**
7 **SUPPORT SERVICES FOR ELECTION EQUIPMENT**
8

9 Elections System & Software (ES&S) and Dane County wish to amend the Master
10 Agreement, Dane County Contract #12083. Under this agreement, ES&S provides
11 ongoing maintenance and support and software and firmware license maintenance
12 support services for election equipment. The amendment will extend the term of the
13 contract through December 31, 2025 to continue the program for maintenance and
14 support for ballot machines at an additional cost of \$200,200.
15

16 THEREFORE BE IT RESOLVED that, the County Board does hereby approve contract
17 addendum #2 (Contract #12083B) with ES&S in the amount of \$200,200 and that the
18 Dane County Executive and Dane County Clerk are authorized to execute the contract
19 documents.
20



DANE COUNTY CONTRACT

ADDENDUM # 12083B

Revised 06/2021

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Election Systems & Software LLC (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 12083, have previously entered into a contractual relationship pursuant to which Provider provides ongoing maintenance and support and software and firmware license maintenance and support services for ballot machines, and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the term of the contract.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.
3. The term of the contract is extended through December 31, 2025 to continue the program for maintenance and support services for ballot machines, at an additional cost of \$200,200 per the attached Schedule B – Pricing Summary and Payment Terms.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

	12/1/2021
NAME *TITLE*	Date

Richard J. Jalkowski

* * *

FOR COUNTY:

Joseph T. Parisi Dane County Executive	Date
Scott McDonell Dane County Clerk	Date

SCHEDULE B

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$4,560.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$198,000.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$2,640.00
Total Maintenance Fees before Customer Discount:		\$205,200.00
Less: Customer Discount for the Coverage Period January 1, 2022 through December 31, 2022		(\$5,000.00)
Total Net Maintenance Fees for the Term:		\$200,200.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
<p>\$46,300.00 due on or before December 1, 2021 for the Coverage Period of January 1, 2022 through December 31, 2022.</p> <p>\$51,300.00 due on or before December 1, 2022 for the Coverage Period of January 1, 2023 through December 31, 2023.</p> <p>\$51,300.00 due on or before December 1, 2023 for the Coverage Period of January 1, 2024 through December 31, 2024.</p> <p>\$51,300.00 due on or before December 1, 2024 for the Coverage Period of January 1, 2025 through December 31, 2025.</p>		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: January 1, 2022 through December 31, 2025

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
5	Model DS200 Scanner	1/1/2022 through 12/31/2022	\$150.00	\$750.00
4	ExpressVote BMD Terminal	1/1/2022 through 12/31/2022	\$97.50	\$390.00
Total Maintenance Fees for the Coverage Period January 1, 2022 through December 31, 2022				\$1,140.00
5	Model DS200 Scanner	1/1/2023 through 12/31/2023	\$150.00	\$750.00
4	ExpressVote BMD Terminal	1/1/2023 through 12/31/2023	\$97.50	\$390.00
Total Maintenance Fees for the Coverage Period January 1, 2023 through December 31, 2023				\$1,140.00
5	Model DS200 Scanner	1/1/2024 through 12/31/2024	\$150.00	\$750.00
4	ExpressVote BMD Terminal	1/1/2024 through 12/31/2024	\$97.50	\$390.00
Total Maintenance Fees for the Coverage Period January 1, 2024 through December 31, 2024				\$1,140.00
5	Model DS200 Scanner	1/1/2025 through 12/31/2025	\$150.00	\$750.00
4	ExpressVote BMD Terminal	1/1/2025 through 12/31/2025	\$97.50	\$390.00
Total Maintenance Fees for the Coverage Period January 1, 2025 through December 31, 2025				\$1,140.00
Total Hardware Maintenance Fees for the Term				\$4,560.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Dane County, Wisconsin

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.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.

2. Issue Resolution.
3. ES&S posts Technical Bulletins 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 federally and state 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.
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, 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 LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Term: January 1, 2022 through December 31, 2025

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	1/1/2022 through 12/31/2022	\$44,500.00
1	ElectionWare Software – PYO Standard	1/1/2023 through 12/31/2023	\$49,500.00
1	ElectionWare Software – PYO Standard	1/1/2024 through 12/31/2024	\$49,500.00
1	ElectionWare Software – PYO Standard	1/1/2025 through 12/31/2025	\$49,500.00
Total Software License, Maintenance and Support Fees for the Term			\$198,000.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Term: January 1, 2022 through December 31, 2025

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
5	Model DS200 Scanner	1/1/2022 through 12/31/2022	\$80.00	\$400.00
4	ExpressVote BMD Terminal	1/1/2022 through 12/31/2022	\$65.00	\$260.00
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2022 through December 31, 2022				\$660.00
5	Model DS200 Scanner	1/1/2023 through 12/31/2023	\$80.00	\$400.00
4	ExpressVote BMD Terminal	1/1/2023 through 12/31/2023	\$65.00	\$260.00
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2023 through December 31, 2023				\$660.00
5	Model DS200 Scanner	1/1/2024 through 12/31/2024	\$80.00	\$400.00
4	ExpressVote BMD Terminal	1/1/2024 through 12/31/2024	\$65.00	\$260.00
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2024 through December 31, 2024				\$660.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
5	Model DS200 Scanner	1/1/2025 through 12/31/2025	\$80.00	\$400.00
4	ExpressVote BMD Terminal	1/1/2025 through 12/31/2025	\$65.00	\$260.00
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2025 through December 31, 2025				\$660.00
Total Firmware License, Maintenance and Support Fees for the Term				\$2,640.00

Software License, 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 License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer’s network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. 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.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.