

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

# **AMENDMENT TO VOTEC'S AGREEMENT FOR BUNDLED WELCOMEVOTER KIOSKS**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and VOTEC Corporation, ("VOTEC"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

## **WITNESSETH:**


WHEREAS, the parties previously entered into the Agreement with VOTEC for the purchase of 55 Bundled WelcomeVoter Kiosks on or about October 13, 2020, (the "Agreement"), attached hereto as Exhibit "1" and incorporated herein for all purposes. County and VOTEC desire to amend said Agreement as set forth below:

### **I. Amendments**

1. **Scope of Services.** VOTEC shall provide additional product and/or services as described in VOTEC's Proposal to Install 45 VOTESAFE™ WelcomeVoter™ Kiosks, attached as Exhibit "2" and incorporated fully by reference.
2. **Limit of Appropriation.** VOTEC's fees shall be calculated at the rates set forth in the attached Exhibit 2. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit 2 is \$92,475.00. The Limit of Appropriation payable to VOTEC for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$156,550.00, authorized as follows:  
                                 \$64,075.00 under the Agreement; and  
                                 \$92,475.00 under this Amendment to the Agreement  
 In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.
3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment shall become effective upon execution of County.

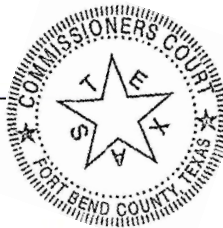
**FORT BEND COUNTY**

  
\_\_\_\_\_  
KP George, County Judge  
County Judge KP George

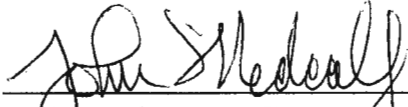
6.22.2021  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



**VOTEC CORPORATION**

  
\_\_\_\_\_  
Authorized Agent - Signature

JOHN MEDCALF  
\_\_\_\_\_  
Authorized Agent- Printed Name

CEO  
\_\_\_\_\_  
Title

6/11/2021  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Elections/ Voter Registration Department

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 156,550.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.


  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit 1: Agreement with VOTEC for the purchase of 55 Bundled WelcomeVoter Kiosks on or about October 13, 2020; and

Exhibit 2: VOTEC's Proposal to Install 45 VOTESAFE™ WelcomeVoter™ Kiosks

# EXHIBIT 1

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**ADDENDUM TO VOTEC'S AGREEMENT FOR BUNDLED WELCOMEVOTER KIOSKS**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and VOTEC Corporation ("VOTEC"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted VOTEC's Proposal (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of 55 Bundled WelcomeVoter kiosks and related software licenses (the "Product");

WHEREAS, VOTEC is the sole source provider of the Product; and

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and VOTEC are hereby amended as follows:

1. **Scope of Services.** VOTEC will render Product to County as described in VOTEC's Proposal (Exhibit A) and as described in this Addendum.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** VOTEC clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Four Thousand, Seventy-Five and 00/100 dollars (\$64,075.00), specifically allocated to fully discharge any and all liabilities County may incur. VOTEC does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that VOTEC may become entitled to and the total maximum sum that County may become liable to pay to VOTEC shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Four Thousand, Seventy-Five and 00/100 dollars (\$64,075.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act.** VOTEC expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance

with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by VOTEC shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless VOTEC for any reason are hereby deleted. VOTEC shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of VOTEC, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of VOTEC or any of VOTEC's agents, servants or employees.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by VOTEC in any way associated with the Agreement.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, VOTEC verifies VOTEC does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2252.252 Acknowledgment: By signature below, VOTEC represents pursuant to § 2252.152 of the Texas Government Code, that VOTEC is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VOTEC ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Product Assurance.** VOTEC represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by VOTEC to County will not infringe upon or violate any patent,

copyright, trademark, trade secret, or any other proprietary right of any third party. VOTEC will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of VOTEC's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and VOTEC's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
12. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
13. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
14. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
15. **Termination.**

15.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

15.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If VOTEC fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If VOTEC materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

15.3. If, after termination, it is determined for any reason whatsoever that VOTEC was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 15.1 above.

15.4. Upon termination of this Agreement, County shall compensate VOTEC in accordance with § 2, above, for those services which were provided under this

Agreement prior to its termination and which have not been previously invoiced to County. VOTEC's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

15.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to VOTEC.

16. **Confidential Information.** VOTEC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by VOTEC or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by VOTEC shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by VOTEC) publicly known or is contained in a publicly available document; (b) is rightfully in VOTEC's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of VOTEC who can be shown to have had no access to the Confidential Information.

VOTEC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that VOTEC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. VOTEC shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, VOTEC shall advise County immediately in the event VOTEC learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and VOTEC will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or VOTEC against any such person. VOTEC agrees that, except as directed by County, VOTEC will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, VOTEC will promptly turn over to County all documents, papers, and other matter in VOTEC's possession which embody Confidential Information.

VOTEC acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. VOTEC acknowledges and

agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

VOTEC in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
18. **Compliance with Laws.** VOTEC shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, VOTEC shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
19. **Federal Clause Requirements.** VOTEC understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, VOTEC represents that it is and will remain in compliance with all federal and or state terms as stated in Exhibit B. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. VOTEC shall require that these clauses shall be included in each covered transaction at any tier.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

*KP George*  
County Judge KP George

KP George, County Judge

10-13-2020

Date



ATTEST

*Laura Richard*

Laura Richard, County Clerk

VOTEC CORPORATION

*John Medcalf*  
John Medcalf, CEO

10/8/20

Date

### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 64,075.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

Exhibit A: VOTEC's Proposal

Exhibit B: Federal Clauses

# EXHIBIT A



Expert Election Management Software

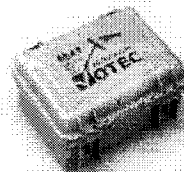
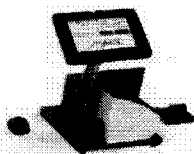
## **PROPOSAL TO INSTALL VOTESAFE™ WelcomeVoter™ Kiosks Fort Bend County, Texas**

VOTEC Corporation provides election management and voter registration services to counties throughout the U.S. We have been working in this field since 1979 and are considered the proven leader in election management solutions. VOTEC has a dedicated compliance resource coupled with local support resources to assure your success with this transition.

### **VOTEC WelcomeVoter Kiosk Features**

The WelcomeVoter Kiosk puts the check-in process in the hands of the voter. It also provides each voter with the desired and required uniform voting experience:

- Uniform and Nondiscriminatory Election Technology and Administration per HAVA.
- Allows the voter to verify their personal information privately and independently.
- Walks the voter through the authorization to vote process by presenting legal instructions and choices on a voter display screen.
- Provides accessibility for the voters who are deaf and hard of hearing and/or have low vision.
- Provides the poll worker a pre-cabled package that only requires the power cord to bring the system up.
- Provides all standard poll book peripherals including a label printer and a driver's license scanner
- Maintains the look and feel of VoteSafe in use in Texas since 2007.



VOTEC CORPORATION  
800.348.6832

10920 Via Frontera, #110

San Diego, CA 92127  
[www.votec.net](http://www.votec.net)



Expert Election Management Software

Based on your requested quantities, we propose:

DESCRIPTION	QTY	UNIT	TOTAL
<b>Bundled WelcomeVoter Kiosk Pricing*</b> Configuration includes: Poll Worker Laptop with Windows 10 LTSC license, Voter Display Tablet, Brother Label Printer, Bar Code Mag Swipe, Equipment Platform and Custom Case.	55	\$1,135.00	<b>\$62,425.00</b>
<b>Shipping</b> at cost but not to exceed \$30 per kiosk	55	\$30.00	<b>\$1,650.00</b>
<b>TOTAL</b>			<b>\$64,075.00</b>
Optional Hardware Warranty Starting One Year After First Use	55	\$45.40	\$2,497.00

The above order to be delivered before October 1, 2020 if ordered by June 30, 2020.

Current VoteSafe licensing for 105 seats will transition to the WelcomeVoter Kiosk.

VOTEC has extensive experience in Texas with both ES&S & Hart InterCivic interfacing with their voting systems. Additionally, VOTEC provides Texas focused support with staff in Austin, Belton, and South Texas. Last November there were over 2,000 WelcomeVoter Kiosks in use nationally.

Due to 2019 Texas legislation requiring certification of electronic poll books, VOTEC will need to transition your server software to the cloud using Amazon Web Services (AWS).

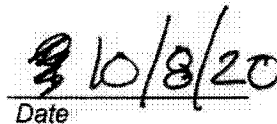
All prices guaranteed through December 30, 2020.

All VOTEC VoteSafe WelcomeVoter Kiosk hardware comes with a 1 year (from date of delivery) warranty. VOTEC offers an extended annual warranty for subsequent years at a cost of 4% (4 percent) of the original price (\$45.40 per Kiosk, per year).

Fort Bend County would like to enter into a contract to buy WelcomeVoter Kiosks and will further this matter in coming days. This agreement of intent does not commit "Customer" to purchase or lease Kiosks but only to properly plan for this conversion. Parties mutually agree not to disclose information covered in this proposal except where necessary to negotiate specific contract terms. This proposal is good for 60 days.

  
VOTEC Signature/Title

CEO

  
Date

\_\_\_\_\_  
Customer Signature/Title

\_\_\_\_\_  
Date

VOTEC CORPORATION  
800.348.6832

10920 Via Frontera, #110

San Diego, CA 92127  
www.votec.net

# EXHIBIT B

## CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

VOTEC Corporation, (hereinafter "Contractor") understands and acknowledges that this Agreement is totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

## 1. Civil Rights Requirements.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Department of Justice may issue.

## 2. Equal Employment Opportunity.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be 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. In addition, the Contractor agrees to comply with any implementing requirements the Department of Justice may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Department of Justice may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Department of Justice may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Department of Justice modified only if necessary to identify the affected parties.

### 3. Prevailing Wage (Davis-Bacon) and Copeland Anti-Kickback Acts.

The Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 - 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### 4. Contract Work Hours and Safety

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The Office of the Governor and U.S. Department of Homeland Security shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

#### 5. Copyright

Contractor will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)

#### 6. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report any violations to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of any facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" to the County. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.



## 7. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report to the County the use of any facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities".

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## 8. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance.

## 9. Lobbying.

The Contractor clearly understands and agrees that it will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Department of Justice. b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the County to obtain the appropriate disclosure form. c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### 10. Rights to Inventions Made Under a Contract or Agreement.

Contractor acknowledges that the Office of the Governor (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by Department of Justice.

#### 11. Access to Records, Audits and Reports and Retention.

The Contractor agrees to provide County, the DOJ, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the DOJ, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

#### 12. Program Fraud and False or Fraudulent Statement and Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. apply to its actions pertaining to this Agreement. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the Department of Justice assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

### 13. Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

### 14. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### 15. Resource Recovery.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### 16. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

# EXHIBIT 2



Expert Election Management Software

## **PROPOSAL TO INSTALL 45 VOTESAFE™ WelcomeVoter™ Kiosks Fort Bend County, Texas**

VOTEC Corporation provides election management and voter registration services to counties throughout the U.S. We have been working in this field since 1979 and are considered the proven leader in election management solutions. VOTEC has a dedicated compliance resource coupled with local support resources to assure your success with this transition.

### **VOTEC WelcomeVoter Kiosk Features**

The WelcomeVoter Kiosk puts the check-in process in the hands of the voter. It also provides each voter with the desired and required uniform voting experience:

- Uniform and Nondiscriminatory Election Technology and Administration per HAVA.
- Allows the voter to verify their personal information privately and independently.
- Walks the voter through the authorization to vote process by presenting legal instructions and choices on a voter display screen.
- Provides accessibility for the voters who are deaf and hard of hearing and/or have low vision.
- Provides the poll worker a pre-cabled package that only requires the power cord to bring the system up.
- Provides all standard poll book peripherals including a label printer and a driver's license scanner
- Maintains the look and feel of VoteSafe in use in Texas since 2007.





Expert Election Management Software

Based on your requested quantities, we propose:

DESCRIPTION	QTY	UNIT	TOTAL
<b>Bundled WelcomeVoter Kiosk Pricing*</b> Configuration includes: Poll Worker Laptop with Windows 10 LTSC license, Voter Display Tablet, Brother Label Printer, Bar Code Mag Swipe, Equipment Platform and Custom Case.	45	\$1,225.00	<b>\$55,125.00</b>
<b>VoteSafe Field System (Kiosk) software licenses</b>	45	\$800.00	<b>\$36,000.00</b>
<b>Shipping</b> at cost but not to exceed \$30 per kiosk	45	\$30.00	<b>\$1,350.00</b>
<b>TOTAL</b>			<b>\$92,475.00</b>
Additional Software Support Starting One Year After First Use	45	\$180.00	\$7,200.00
Optional Hardware Warranty Starting One Year After First Use	45	\$49.00	\$2,205.00


The above order to be delivered before June 30, 2021.

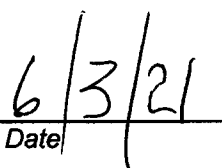
VOTEC has extensive experience in Texas with both ES&S & Hart InterCivic interfacing with their voting systems. Additionally, VOTEC provides Texas focused support with staff in Austin, Belton, and South Texas. Last November there were over 2,000 WelcomeVoter Kiosks in use nationally.

All prices guaranteed through June 30, 2021.

All VOTEC VoteSafe WelcomeVoter Kiosk hardware comes with a 1 year (from date of delivery) warranty. VOTEC offers an extended annual warranty for subsequent years at a cost of 4% (4 percent) of the original price (\$49.00 per Kiosk, per year).

Fort Bend County would like to enter into a contract to buy WelcomeVoter Kiosks and will further this matter in coming days. This agreement of intent does not commit "Customer" to purchase or lease Kiosks but only to properly plan for this conversion. Parties mutually agree not to disclose information covered in this proposal except where necessary to negotiate specific contract terms. This proposal is good for 60 days.

  
VOTEC Signature/Title

  
Date

\_\_\_\_\_  
Customer Signature/Title

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

VOTEC Corporation  
San Diego, CA United States

**Certificate Number:**  
2021-765822

**Date Filed:**  
06/14/2021

**Date Acknowledged:**  
06/23/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

14973  
1st Amendment Welcome Voter Kiosks Bundle

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)