

EXHIBIT 2



May 5, 2020 (Revised proposal on May 29, 2020 with two (2) additional pricing options for the county to choose from)

Mr. Gary Bilotta
 Director of IT and GIS
 Maricopa County
 111 S. 3rd Avenue
 Phoenix, AZ 85003

Re: Revised Quote for Verus Pro. Automated Signature Verification with custom development and annual processing of two (2) million signature reads per year. Additional options have been added for the county to select from; Option B with three (3) million signature reads per year or Option C with four (4) million signature reads per year.

Verus Pro exchanges files with the inbound mail sorter by evaluating signature images captured from the mail packets and compares them to the reference images from the voter registration database. This solution consists of a server running the Verus Pro application while exchanging files with your voter registration system. Verus Pro is built to save time and ultimately move the ballots from the mail packets to tabulation.

The automated signature verification takes place by using the extracted signature image from the mail sorter and comparing it with the reference signature image from the voter registration system. For Verus Pro to perform, it is important the reference images in the voter registration database are 200 dpi or higher. It is understood the average dpi of signatures in the voter registration system maybe 150 dpi. It has also been discussed using previous mail packet images as updated reference images to achieve the 200-dpi specification in the voter registration database.

Some of the benefits to the County

- Integration with your Voter Registration system
- Audit reports of the signature match
- Faster signature verification processing (200 dpi or higher of the reference image is required) of approximately 1,200 per minute with a single Zeon 3.2 GHz processor
- Integrates with current sorting system used by the County and Runbeck
- Provides faster ballot preparation and earlier tabulation reporting
- Runbeck support



Note: This assumes images of signatures from the mail packets are captured by RES. It also assumes the reference image of the digital signature in the voter registration database is 200 dpi or higher.

Version 2.0

Flat file export with a UI button to start STP

STP collects confidence level and piece IDs and writes to CSV and streams to a browser download

Service detects scanned files, looking at a hot folder and recognizes when signature files are loaded

Password robustness, harden password

XPBD template creation by enabling signature identification for specific envelope layout

"End to end" test from June 12 to June 27

Acceptance: 6/29/2020

Version 2.5

Service Wrapper, enables background processing to run invisible to the user

New Election Patterns, enables independent election setup through simplified configuration of new signatures

Refactor code and accessibility code refinement and accessibility fixes

"End to end" test from August 17 to August 28

Acceptance: 8/31/2020

We had a productive conference call on Wednesday, May 6, 2020. The proposal for development work has been accepted by the county on May 6th, 2020, and development has started. As of May 29, 2020, the county needs to select which pricing option to move forward with as it applies to signature reads (clicks) per year. Planned testing will occur during the month of June with acceptance of Version 2.0 by June 29, 2020 for use during the August Primary election season. Version 2.5 will be tested in August with acceptance by August 31, 2020 for use during the November General election season. The basic functionality in each version is described above.

The county will select pricing Option A, Option B or Option C based on their needs for annual signature (clicks) reads.



OPTION A - two (2) million attempted signature reads (clicks), per year

Initial purchase, first year

Verus Pro software with custom development for Maricopa's specific environment
for license of two (2) million attempted signature reads (clicks) per year
for annual license of two (2) million reads (clicks)

Hardware/workstations/server are provided by the county

Shipping

Install and Training (2-3 days on site)

Runbeck support, provided by local proximity to the County

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taxes are not included

Annual Licensing and Support, starting year two

Stand-alone automated signature verification solution – annual rates, starting in year 2

annual Verus Pro Software License and Support

annual software license of signature reads (clicks) per year (up to 2 million)

All hardware is provided by the County

Provided a contract is in place, signature reads (clicks) fully renew at two (2) million clicks, annually. At the end of the contract, any remaining clicks expire.

Runbeck support, provided by local proximity to the County

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taxes are not included

Note: This above model is based on two (2) million signature reads (clicks) per year. If two (2) million signature reads (clicks) are not enough in a single year, additional clicks can be purchased and will need to be quoted to the county after June 1, 2020.



OPTION B - three (3) million attempted signature reads (clicks), per year

Initial purchase, first year

Verus Pro software with custom development for Maricopa's specific environment
for license of three (3) million attempted signature reads (clicks) per year
for annual license of three (3) million reads (clicks)

Hardware/workstations/server are provided by the county

Shipping

Install and Training (2-3 days on site)

Runbeck support, provided by local proximity to the County

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taxes are not included

Annual Licensing and Support, starting year two

Stand-alone automated signature verification solution – annual rates, starting in year 2

annual Verus Pro Software License and Support

annual software license of signature reads (clicks) per year (up to 3 million)

All hardware is provided by the County

Provided a contract is in place, signature reads (clicks) fully renew at three (3) million clicks, annually. At the end of the contract, any remaining clicks expire.

Runbeck support, provided by local proximity to the County

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taxes are not included

Note: This above model is based on three (3) million signature reads (clicks) per year. If three (3) million signature reads (clicks) are not enough in a single year, additional clicks can be purchased and will need to be quoted to the county after June 1, 2020.



OPTION C four (4) million attempted signature reads (clicks), per year

Initial purchase, first year

Verus Pro software with custom development for Maricopa's specific environment
for license of four (4) million attempted signature reads (clicks) per year
for annual license of four (4) million reads (clicks)

Hardware/workstations/server are provided by the county

Shipping

Install and Training (2-3 days on site)

Runbeck support, provided by local proximity to the County

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taxes are not included

Annual Licensing and Support, starting year two

Stand-alone automated signature verification solution – annual rates, starting in year 2

annual Verus Pro Software License and Support

annual software license of signature reads (clicks) per year (up to 4 million)

All hardware is provided by the County

Provided a contract is in place, signature reads (clicks) fully renew at four (4) million clicks, annually. At the end of the contract, any remaining clicks expire.

Runbeck support, provided by local proximity to the County

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taxes are not included

Note: This above model is based on four (4) million signature reads (clicks) per year. If four (4) million signature reads (clicks) are not enough in a single year, additional clicks can be purchased and will need to be quoted to the county after June 1, 2020.

Please advise if you have any questions. Thank you.

Best regards,

Jim –

James Suver

Vice President of Business Development

Runbeck Election Services

2800 S. 36th Street

Phoenix, AZ 85034

jsuver@runbeck.net

Jim Suver

From: Richard Greene - RISCX <rgreene@risc.maricopa.gov>
Sent: Monday, June 1, 2020 2:04 PM
To: Jim Suver
Cc: Scott Hadley - RISCX; Joseph Rodenback - RISCX
Subject: RE: current click pricing and after June 1, 2020

Option C 4 million.

"OPTION C" SELECTED

Richard Greene, Director of Budget and Administrative Services
Office of Maricopa County Recorder Adrian Fontes
 111 South 3rd Avenue, Suite 102
 Phoenix, Arizona 85003
 Phone: 602.506.2471
 Mobile: 602.506.2471



From: Jim Suver <jsuver@runbeck.net>
Sent: Monday, June 1, 2020 1:52 PM
To: Richard Greene - RISCX <rgreene@risc.maricopa.gov>

Cc: Scott Hadley - RISCX <shadley@risc.maricopa.gov>; Joseph Rodenback - RISCX <jrodenback@risc.maricopa.gov>
Subject: Re: current click pricing and after June 1, 2020

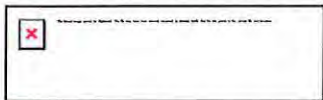
Sorry to press you on this final step.

Before we make our order, I just need a final decision by your team if you want option A (2 million), option B (3 million) or option C (4 million)???

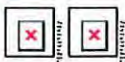
Thanks,
 Jim-

James Suver

Vice President, Business Development



a: 2800 S. 36th Street, Phoenix, AZ 85034
d: 480-455-1047
o: 602-230-0510



On Jun 1, 2020, at 9:08 AM, Jim Suver <jsuver@runbeck.net> wrote:

Richard:

As you know, Joey and I spoke on Friday afternoon and he issued the PO to cover up to 4 million.



PURCHASE ORDER

PO NUMBER #:
DO,200000021627-1TRACKING CODE:
10124SS-PISSUE DATE:
(MST)COUNTY CONTACT:
JOSEPH RODENBACK
602-506-2268

VENDOR:

RUNBECK ELECTION SERVICES INC
VC0000001910
2800 S 36TH ST
PHOENIX AZ 85034
Bob Shepler
602-230-0510

REFERENCE NUMBER:

MA10124SS-P

MODIFICATION NAME & DATE:

rodenbackj 05/29/2020

F.O.B FREIGHT:

FOB Destination, Freight Prepaid

DOCUMENT DESCRIPTION:

Verus Pro Signature Verification

COMM CODE #	SUPPLIER PART #	DESCRIPTION	DELIVERY DATE	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	TAX	COMM LINE	TOTAL
70069		Paper Production and Processing Equipment and Supplies (Not			EA				1	
BILL TO: ELECTIONS 111 S 3RD AVE STE 102 PHOENIX AZ 85003			SHIP TO: ELECTIONS WAREHOUSE 315 W BUCHANAN ST PHOENIX AZ 85003			SPECIAL INSTRUCTIONS			PAYMENT TERMS	
									0.0000% 30 Days	
FUND	DEPT	UNIT	APPR UNIT	OBJECT	SUB OBJ	DEPT OBJ	ACTIVITY	PROGRAM	ACTG LINE	LINE TOTAL
100	D210	2130	1000	8123			ELEC		1	
ADDITIONAL LINE ITEM INFO: Verus Pro Signature Verification										

VENDORS MAY USE THE COUNTY'S VSS PORTAL TO SUBMIT AN INVOICE

<https://azdom-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService>

GRAND TOTAL

"OPTION C"
WAS SELECTED

YEAR 1

YEAR 2

**MARICOPA COUNTY
PURCHASE ORDER TERMS & CONDITIONS**

A. GENERAL TERMS**1. Acknowledgement and Acceptance**

If any of Seller's terms of sale are not in agreement with the terms of this purchase order, the terms hereon shall govern unless Seller's terms are accepted in writing by the Buyer. Terms and conditions contained in a contract under which this purchase order is issued shall prevail in the event of a conflict. No oral agreement or other understanding shall in any way modify this order or the terms or conditions hereon. Seller's actions in (a) accepting this order (b) delivering materials or (c) performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereon.

2. Price Warranty

Seller shall give buyer the benefit of any price reductions before actual time of shipment, except that should buyer permit shipment to be made prior to specified shipping date that he shall never have advantage of any price reduction before specified shipping date.

3. Indemnity

Seller agrees to indemnify and save Maricopa County harmless from any loss, damage or expense whatsoever resulting to Maricopa County from any and all claims and demands on account of infringement or alleged infringement of any patent, copyright, trademark, tradename or any other intellectual property right in connection with the manufacture or use of any product included in this purchase order and upon written request Seller will defend at its own cost and expense any legal action or suit against Maricopa County involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship. Seller further agrees to indemnify and save Maricopa County harmless from any loss, damage or expense whatsoever from any and all claims or demands arising as a result of injuries to persons or damage to property in respect to delivery of goods or performance of service, hereunder by Seller, including, but not limited to claims or demands arising from accidents occurring on the premises of Maricopa County whether or not caused by the negligence of the Seller, its agents or employees or the negligence other than the sole negligence, of Maricopa County, its agents or employees or that of any person, firm or entity.

4. Waiver

Waiver by Buyer of a condition in any shipment shall not be considered a waiver of that condition for subsequent shipments.

B. BILLING, SHIPPING, AND MATERIAL SPECIFICATIONS**1. Billing**

Send a copy of each invoice showing purchase order number of the purchase order authorizing the transaction to the Maricopa County address indicated on the purchase order. All transportation charges must be prepaid by the vendor.

Applicable to Open Purchase Order

Only invoices as listed by the using activity will be paid against the claim for purchase order. (Note: To ensure payment of any invoices applicable to purchase order, Vendor should check with the using department prior to filing of claim.)

2. Packing

No extra charges shall be made for packaging or packaging material unless authority is expressly incorporated in this order. Seller shall be responsible for safe packing which must conform to requirements of carrier's tariffs. All shipments must carry the correct quantity, product indemnification, purchase order number, receiving dock and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to assure lowest rate unless otherwise specified or shipper will be charged with excess freight Buyer is required to pay. Each car must be tagged with the name of the shipper, description of goods, purchase order number, receiving dock and product department.

3. Deliveries

Time is of the essence in placing this order. Buyer reserves the right to cancel and reject the goods upon default by Seller in time, rate or manner of delivery. Buyer also reserves the right to refuse shipments made in advance of the scheduled deliveries appearing on the face of this order.

4. Quantity

The quantity of good ordered must not be exceeded or reduced without Buyer's permission in writing except in conformity with acknowledged industry tolerances.

5. Inspection

All articles are subject to inspection and test at place of manufacture, the destination or both places by Buyer's representative. Materials failing to meet the requirement of this order will be held at Seller's risk and may be returned to Seller with costs of transportation unpacking, inspection, repacking, reshipping or other like expenses to the responsibility of the Seller.

6. Specification Changes

Buyer shall have the right by a written order to make changes from time to time in the work to be performed on the materials to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an acceptable adjustment shall be made and the order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 days from when the change is ordered. Nothing in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

7. Liens

All goods delivered and labor performed under this order shall be free of all liens and, if the Buyer requests, a formal release of all liens will be delivered to the Buyer.

8. Invoice and Shipments

Invoice must contain purchase order numbers and should be mailed at the time of each shipment unless otherwise specified. If invoice is subject to cash discount, the discount period will be calculated from the date of receipt of a correct invoice.

9. F.O.B.

Unless otherwise agreed in writing, all delivered terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

10. Federal Tax Exemption

As a political subdivision of the State of Arizona, Maricopa County is exempt from federal excise tax.