STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA200000001305**

CONTRACTOR		STATE		
	Democracy Live		**Program Manager** — Various	Various
	2900 NE Blakeley Street			
	Seattle WA 98105			
	Bryan Finney		**Contract Administrator** — Jarrod Barron	DTMB
	206-465-5636		517-249-0406	
	bryan@democracylive.com		BarronJ1@michigan.gov	
	VS0159488			

CONTRACT SUMMARY			
Accessible Absentee Voting			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
July 28, 2020	July 27, 2025	5 - 12 Months	July 27, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,683,500.00	$0.00	$1,683,500.00		

DESCRIPTION

Effective 2/28/2025, the parties add the services detailed in the attached statement of work, the $15,900 cost of which will be covered using existing contract funding. The parties also add the following language to the Contract:

"Accessibility Requirements.

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents.

Starting 4/24/2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA."

Per Contractor, Agency, and DTMB Procurement approval. Internal State Note: Remaining Ad Board funds after this CN: $180,499.99.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Daniel Klodt	517-930-3506	KlodtD@michigan.gov
MDOS	Shelly Belton	517-281-5085	BeltonS@michigan.gov

STATEMENT OF WORK -
IT CHANGE NOTICE

Project Title: Democracy Live	**Period of Coverage:** 3/4/2025 - 7/27/2025
Requesting Department: MDOS – Bureau of Elections	**Date**: 3/4/2025
Agency Project Manager: Shelly Belton	**Phone**: 517-281-5085
DTMB Project Manager: Tracy Jo Devereaux	**Phone**: 517-216-8613

Brief description of services to be provided:

BACKGROUND:

Michigan voters are eligible to vote even if they are out of the state or out of the country for the election. Traditionally, this has been accomplished via the mailing of paper ballots.

This project will provide an electronic method of viewing, marking, and returning ballots. There will be an additional cost of $7,950 for each of the May and August Elections. The contract has sufficient funding to cover the $15,900.

PROJECT OBJECTIVE:

Provide the ability for eligible overseas voters to electronically view, mark, and return ballots.

SCOPE OF WORK:

A landing page for eligible overseas voters to view, which will direct them to the existing system to view and mark ballots.

TASKS:

Technical support is required to assist with the following tasks:

1. Provide a new landing page for text specific to other voter categories. The new landing page will contain instructions for eligible military and overseas (MOVE) voters.

2. The landing page will redirect MOVE voters through the existing process for viewing and marking ballots. Existing system functionality will be used.

3. The new landing page must permit authorized MDOS users to edit the text.

4. The ability to pull ballot data through the existing process.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

- A landing page with text editable by authorized MDOS users. The landing page's text will provide instructions for MOVE voters and will direct these voters to the existing system.

ACCEPTANCE CRITERIA:

As specified in the contract 200000001305.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.
3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

There are no applicable Agency-specific standards.

PAYMENT SCHEDULE:

Payment will be made on Satisfactory Final Acceptance of the specified deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

> Shelly Belton
> Michigan Department of State (MDOS)
> Bureau of Elections
> Richard H Austin Bldg, 1st Floor
> 430 W. Allegan
> Lansing, MI, 48918
> 517-281-5085
> BeltonS@michigan.gov

The designated DTMB Project Manager is:

> Tracy Jo Devereaux
> Department of Technology, Management, and Budget (DTMB)
> Agency Services
> Richard H Austin Bldg, 3rd Floor
> 430 W. Allegan
> Lansing, MI, 48918
> 517-216-8613
> DEVEREAUXT@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Consultants will work at:

430 W. Allegan St., Lansing, MI, or other mutually agreeable location(s).

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

PROJECT PLAN:

To be provided by Contractor.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **200000001305**

CONTRACTOR		STATE		
Democracy Live		Program Manager	Various	MDOS
2900 NE Blakeley Street				
Seattle, WA 98105				
Bryan Finney		Contract Administrator	Jeremy Lyon	DTMB
206-465-5636			(517) 230-2858	
bryan@democracylive.com			lyonj5@michigan.gov	
VS0159488				

CONTRACT SUMMARY			
ACCESSIBLE ABSENTEE VOTING			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
July 28, 2020	July 27, 2025	5 - 1 Year	July 27, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET 45		N/A	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		July 27, 2025
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$1,631,000.00	$52,500.00		$1,683,500.00	

DESCRIPTION
Effective 3/28/2024 MDOS Program Manager has been changed to Shelly Belton, BeltonS@michigan.gov, 517-281-5085. DTMB Program Manager has been changed to Daniel Klodt, KlodtD@michigan.gov, 517-930-3506. As well as adding funding in the amount of $52,500 to cover services under this contract. The DTMB Contract Administrator has been changed to Jeremy Lyon, LyonJ5@michigan.gov, 517-230-2858 All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Daniel Klodt	517-930-3506	KlodtD@michigan.gov
MDOS	Shelly Belton	517-281-5085	BeltonS@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **200000001305**

CONTRACTOR	Democracy Live	**STATE**	Program Manager	Various	MULTI
	2900 NE Blakeley Street				
	Seattle, WA 98105				
	Bryan Finney		Contract Administrator	Christopher Martin	DTMB
	206-465-5636			(517) 643-2833	
	bryan@democracylive.com			martinc20@michigan.gov	
	VS0159488				

CONTRACT SUMMARY			
ACCESSIBLE ABSENTEE VOTING			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
July 28, 2020	July 27, 2025	5 - 1 Year	July 27, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		July 27, 2025
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$1,614,000.00	$17,000.00		$1,631,000.00	

DESCRIPTION
Effective 3/2/2021, the following amendments is incorporated into this Contract per the attached SOW. This change includes integrating the API for validating accessible absentee ballots against the QVF. This Contract is increased by $17,000.00 for MDOS use. Please note the MDOS Program Manager has been changed to Jonathan Brater. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Michael Kelley	517-636-0215	KelleyM12@michigan.gov
MDOS	Jonathan Brater	517-335-3271	BraterJ@michigan.gov

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget

525 West Allegan Street
PO Box 30026
Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 200000001305
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Democracy Live, Inc.
	2900 NE Blakeley Street
	Seattle, WA 98105
	Bryan Finney
	206-465-5636
	bryan@democracylive.com
	VS0159488

STATE			
	Program Manager	Theresa Williams	MDOS
		517-241-2538	
		williamst9@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Accessible Absentee Voting			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/28/2020	7/27/2025	5, 1-year	7/27/2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$1,614,000.00

FOR THE CONTRACTOR:

  Democracy Live, Inc.
Company Name

_____
Authorized Agent Signature

_____
Authorized Agent (Print or Type)

_____
Date

FOR THE STATE:

_____
Signature

_____
Name & Title

  DTMB Central Procurement
Agency

_____
Date

STATE OF MICHIGAN

CONTRACT TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda expressly incorporated herein (collectively, the "**Contract**") are agreed to between the State of Michigan (the "**State**") and Democracy Live, Inc. ("**Contractor**"), a Delaware Corporation. This Contract is effective on 7/28/2020] ("**Effective Date**"), and unless earlier terminated, will expire on 7/27/2025 (the "**Term**").

This Contract may be renewed for up to five additional one-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. **Definitions**. For the purposes of this Contract, the following terms have the following meanings:

"**Acceptance**" has the meaning set forth in **Section 11.5**.

"**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 11** and the Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Allegedly Infringing Materials**" has the meaning set forth in **Section 26.3(b)(ii)**.

"**API**" means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

"**Approved Open-Source Components**" means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to the Statement of Work, and approved by the State.

"**Authorized Users**" means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

"**Business Owner**" is the individual appointed by the agency to (a) act as the agency's representative in all matters relating to the Contract, and (b) sign off on notice of Acceptance for the Software. The Business Owner will be identified in the Statement of Work.

"**Business Requirements Specification**" means the initial specification setting forth the State's business requirements regarding the features and functionality of the Software, as set forth in the Statement of Work.

"**Change**" has the meaning set forth in **Section 2.2.**

"**Change Notice**" has the meaning set forth in **Section 2.2(b).**

"**Change Proposal**" has the meaning set forth in **Section 2.2(a).**

"**Change Request**" has the meaning set forth in **Section 2.2.**

"**Confidential Information**" has the meaning set forth in **Section 19.1.**

"**Configuration**" means State-specific changes made to the Software without Source Code or structural data model changes occurring.

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contract Owner**" is the DTMB Business Relationship Manager supporting the Business Owner's agency. The Contract Owner will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the RFP.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services hereunder.

"**Deliverables**" means the Software, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 31.1.**

"**Documentation**" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

"**DTMB**" means the Michigan Department of Technology, Management and Budget.

"**Effective Date**" has the meaning set forth in the preamble.

"**Externally Hosted**" means an Operating Environment provided by Contractor or one or more of its Subcontractors.

"**Fees**" has the meaning set forth in **Section 15**.

"**Financial Audit Period**" has the meaning set forth in **Section 29.1**.

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, modify, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Software as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**HIPAA**" has the meaning set forth in **Section 19.1**.

"**Implementation Fees**" means the fees set forth on the Pricing Schedule for Contractor's provision of implementation services as provided in this Contract.

"**Implementation Plan**" means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including the Milestones and Milestone Dates.

"**Integration Testing**" has the meaning set forth in Section 11.1(c).

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in the Statement of Work.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**License Fee**" means the fees set forth on the Pricing Schedule for the rights and license to use Contractor's Software as provided in this Contract.

"**Loss or Losses**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Maintenance and Support Schedule**" means, if applicable, the schedule attached as **Schedule C**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

"**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

"**Milestone**" means an event or task described in the Implementation Plan under the Statement of Work that must be completed by the corresponding Milestone Date.

"**Milestone Date**" means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

"**New Version**" means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

"**Nonconformity**" or **"Nonconformities"** means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

"**Open-Source Components**" means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

"**Open-Source License**" has the meaning set forth in **Section 4.**

"**Operating Environment**" means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

"**PAT**" means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Pricing**" means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

"**Pricing Schedule**" means the schedule attached as **Schedule B**, setting forth the License Fees, Implementation Fees, Support Services Fees, and any other fees, rates and prices payable under this Contract.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Project Manager**" is the individual appointed by each party to monitor and coordinate the day-to-day activities of this Contract. Each party's Project Manager will be identified in the Statement of Work.

"**Representatives**" means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns and, with respect to Contractor, Contractor's Subcontractors.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**RPO**" or "**Recovery Point Objective**" means the maximum amount of potential data loss in the event of a disaster.

"**RTO**" or "**Recovery Time Objective**" means the period of time to fully restore the Hosted Services in the case of a disaster.

"**Services**" means any of the services Contractor is required to or otherwise does provide under this Contract, including but not limited to the Statement of Work, the Maintenance and Support Schedule (if applicable), or the Service Level Agreement (if applicable).

"**Service Level Agreement**" means, if applicable, the service level agreement attached as **Schedule D** to this Contract, setting forth Contractor's obligations with respect to the hosting, management and operation of the Software.

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery and installation of the Software.

"**Software**" means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"**Specifications**" means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, or Contractor's Bid Response, if any, for such Software, or elsewhere in the Statement of Work.

"**State**" means the State of Michigan.

"**State Data**" has the meaning set forth in **Section 18.1**.

"**State Materials**" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

"**State Resources**" has the meaning set forth in **Section 10.1(a)**.

"**Statement of Work**" means any statement of work entered into by the parties and attached to this Contract. The initial Statement of Work is attached as **Schedule A**.

"**Stop Work Order**" has the meaning set forth in **Section 24**.

"**Subcontractor**" has the meaning set forth in **Section 9.4.**

"**Support Services**" means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Maintenance and Support Schedule (if applicable) or the Service Level Agreement (if applicable).

"**Support Services Commencement Date**" means, with respect to the Software, the date on which the Warranty Period for the Software expires or such other date as may be set forth in the Statement of Work.

"**Support Services Fees**" means the fees set forth on the Pricing Schedule for Contractor's provision of Support Services as provided in this Contract.

"**Technical Specification**" means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

"**Term**" has the meaning set forth in the preamble.

"**Testing Period**" has the meaning set forth in **Section 11.1(b)**.

"**Third Party**" means any Person other than the State or Contractor.

"**Transition Period**" has the meaning set forth in **Section 23.3**

"**Transition Responsibilities**" has the meaning set forth in **Section 23.3**.

"**Unauthorized Removal**" has the meaning set forth in **Section 9.3(b)**.

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 9.3(c)**.

"**User Data**" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

"**Warranty Period**" means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

"**WCAG 2.0 Level AA**" means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

"**Work Product**" means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to computer scripts, macros, user

interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Statements of Work. Contractor shall provide Services and Deliverables pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Section 23**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

     2.1   <u>Statement of Work Requirements</u>. Each Statement of Work should include the following:

        (a)   names and contact information for Contractor's Contract Administrator, Project Manager and Key Personnel;

        (b)   names and contact information for the State's Contract Administrator, Project Manager, Contract Owner, and Business Owner;

        (c)   a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor;

        (d)   a detailed description of the Software to be provided under this Contract, including the:

            (i)   version and release number of the Software;

            (ii)   Business Requirements Specification;

            (iii)   Technical Specification; and

            (iv)   a description of the Documentation to be provided;

        (e)   an Implementation Plan, including all Milestones, the corresponding Milestone Dates and the parties' respective responsibilities under the Implementation Plan;

        (f)   the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;

        (g)   disclosure of all Open-Source Components (each identified on a separate exhibit to the Statement of Work), in each case accompanied by such related documents as may be required by this Contract;

        (h)   description of all liquidated damages associated with this Contract; and

        (i)   a detailed description of all State Resources required to complete the Implementation Plan.

2.2   Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to the Statement of Work, including changes to the Services and Implementation Plan (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

(a)   As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

(i)   a written description of the proposed Changes to any Services or Deliverables;

(ii)   an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;

(iii)   any additional State Resources Contractor deems necessary to carry out such Changes; and

(iv)   any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b)   Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

(c)   If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

(i)   require Contractor to perform the Services under the Statement of Work without the Change;

(ii)   require Contractor to continue to negotiate a Change Notice;

(iii)   initiate a Dispute Resolution Procedure; or

(iv)   notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 23**.

(d)   No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is

responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e)　The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f)　Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

3.　Software License.

3.1　**Perpetual License**. If Contractor is providing the State with a license to use its Software indefinitely, then Contractor hereby grants to the State and its Authorized Users a non-exclusive, royalty-free, perpetual, irrevocable right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract , provided that:

(a)　The State is prohibited from reverse engineering or decompiling the Software, making derivative works, modifying, adapting or copying the Software except as is expressly permitted by this Contract or required to be permitted by law;

(b)　The State is authorized to make copies of the Software for backup, disaster recovery, and archival purposes;

(c)　The State is authorized to make copies of the Software to establish a test environment to conduct Acceptance Testing;

(d)　Title to and ownership of the Software shall at all times remain with Contractor and/or it's licensors, as applicable; and

(e)　Except as expressly agreed in writing, the State is not permitted to sub-license the use of the Software or any accompanying Documentation.

3.2　**Subscription License.** If the Operating Environment for the Software is Externally Hosted and Contractor is providing the State access to use its Software during the Term of the Contract only, then:

(a)　Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(i)　access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(ii)   generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;

(iii)   prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and

(iv)   access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 3.2(c)** below.

(b)   <u>License Restrictions</u>. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

(c)   <u>Use</u>. The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

4.   Open-Source Licenses. Any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("**Open-Source License**"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

5.   Software Implementation.

5.1   <u>Implementation</u>. Contractor will deliver, install, configure, integrate, and otherwise provide and make fully operational the Software on or prior to the applicable Milestone Date in accordance with the criteria set forth in the Statement of Work.

5.2   <u>Site Preparation</u>. Unless otherwise set forth in the Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

6.   Hosting. If the Operating Environment for the Software is Externally Hosted, Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule D** to this Contract.

7. Support Services

7.1 <u>Support Services for On-Premise Software</u>. If the Operating Environment for the Software is hosted by the State, Contractor shall provide the State with the Support Services described in the Maintenance and Support Schedule attached as **Schedule C** to this Contract. Such Support Services shall be provided:

(a) Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with this Contract.

7.2 <u>Support Services for Externally Hosted Software</u>. If the Operating Environment for the Software is Externally Hosted, Contractor shall provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services shall be provided:

(a) Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with this Contract.

8. Data Privacy and Information Security.

8.1 <u>Undertaking by Contractor</u>. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Representatives comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, of which the publicly available ones are at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

8.2 To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access or specific Contractor Personnel's access to the State's system if the State, in its sole discretion, determines that a violation has occurred.

8.3 <u>Right of Audit by the State</u>. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or

to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

8.4   Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5   State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

8.6   Security Requirements. Contractor shall comply with the security requirements set forth in **Schedule F** to this Contract.

9.   Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

9.1   Contractor Personnel.

(a)   Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b)   Prior to any Contractor Personnel performing any Services, Contractor will:

(i)   ensure that such Contractor Personnel have the legal right to work in the United States;

(ii)   upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

(iii)   upon request, or as otherwise specified in **a Statement of Work**, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c)   Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d)   The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

9.2   Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in the Statement of Work.

(a)   Contractor's Project Manager must:

(i)   have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

(ii)   be responsible for overall management and supervision of Contractor's performance under this Contract; and

(iii)   be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b)   Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

(c)   Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:

(i)   the State requests in writing the removal of Contractor's Project Manager;

(ii)   the State consents in writing to any removal requested by Contractor in writing;

(iii)   Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d)   Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 9.2(c)**. Such replacement will be subject to the State's prior written approval.

9.3   Contractor's Key Personnel.

(a)   The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the

individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b)　Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 23.1**.

(c)　It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 23.1**, Contractor will issue to the State an amount per individual as specific in **Section 26 - Liquidated Damages of Schedule A – Statement of Work** (each, an "**Unauthorized Removal Credit**").

(d)　Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

9.4　Subcontractors.　Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, which also includes any Contractor subcontractor and any subcontractor of a Contractor subcontractor, a "**Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a)　be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b)　name the State a third party beneficiary under Contractor's Contract with each Subcontractor with respect to the Services;

(c)　be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits;

(d) notify the State of the location of the Subcontractor and indicate if it is located within the continental United States; and

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing.

10. State Obligations.

10.1 State Resources and Access. The State is responsible for:

(a) providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and

(b) if the Software is hosted on State systems, providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

11. Acceptance Testing.

11.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of the Software, Acceptance Tests will be conducted as set forth in this **Section 11** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work, commence on the Business Day following installation of the Software and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

(i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) Upon delivery and installation of any API, Configuration or customization to the Software under the Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software

("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section 11**.

(d)   The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

11.2 <u>Notices of Completion, Non-Conformities, and Acceptance</u>. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a)   If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 11.3** and **Section 11.4**.

(b)   If such notice is provided by the State, is signed by the State's Business Owner, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c)   If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

(i)   notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 11.3** and **Section 11.4**; or

(ii)   provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner.

11.3 <u>Failure of Acceptance Tests</u>. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

(a)   completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b)   receipt of the State's notice under **Section 11.2(c)(i)**, identifying any Non-Conformities.

11.4 <u>Repeated Failure of Acceptance Tests</u>. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a)   continue the process set forth in this **Section 11**;

(b)   accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c)   deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 23.1**.

11.5 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under **Section 11.2(b)**, or **Section 11.2(c)(ii)**.

12. Training. Contractor shall provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in the Statement of Work. Upon the State's request, Contractor shall timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

13. Maintenance Releases; New Versions

13.1 Maintenance Releases. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

13.2 New Versions. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

13.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in the Statement of Work. Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

14. Source Code Escrow

14.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement ("Escrow Agreement"). Such Escrow Agreement will govern all aspects of Source Code escrow and release. The cost of the escrow will be the sole responsibility of Contractor.

14.2 Deposit. Within thirty (30) business days of the Effective Date, Contractor will deposit with the Escrow Agent, pursuant to the procedures of the Escrow Agreement, the source code for the Software, as well as the Documentation and names and contact information for each author or other creator of the Software. Promptly after release of any update, upgrade, patch, bug fix, enhancement, new version, or other revision to the Software, Contractor will deposit updated source code, documentation, names, and contact information with the Escrow Agent. ("Deposit Material" refers to material required to be deposited pursuant to this **Section 14.2**. "Escrow Agent" refers to the party holding the Deposit Material in escrow.)

14.3 Verification. At State's request and expense, the Escrow Agent may at any time verify the Deposit Material, including without limitation by compiling source code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 14.2** above:

(a) Contractor will promptly deposit conforming Deposit Material; and

(b) Contractor will pay the Escrow Agent for subsequent verification of the new Deposit Material. Any breach of the provisions of this **Section 14.3** will constitute material breach of this Agreement, and no further payments will be due from the State until such breach is cured, in addition to other remedies the State may have.

14.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material, provided the State may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Agreement are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 19** (Non-disclosure of Confidential Information) of this Agreement (provided no provision of **Section 19.5** calling for return of Confidential Information before termination of this Agreement will apply to the Deposit Material).

15. Fees

15.1 Fees. In consideration of, and as payment in full for, Contractor's provision of Services and the rights and license to use the Software and Documentation as provided in this Contract, the State shall pay to Contractor the fees, including the License Fees, Implementation Fees, and Support Services Fees, (the "**Fees**") set forth on the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable timetable and other provisions of the Statement of Work and this **Section 15**.

15.2 Firm Pricing/Fee Changes. All Pricing set forth in this Contract is firm and will not be increased, except as otherwise expressly provided in this **Section 15.2**.

(a)   The Fees will not be increased at any time except for the addition of additional licenses, the fees for which licenses will also remain firm in accordance with the Pricing set forth in the Pricing Schedule.

(b)   Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

16. Invoices and Payment.

16.1 <u>Invoices</u>. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a) clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b) list each Fee item separately;

(c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;

(d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

(e) include such other information as may be required by the State as set forth in the Statement of Work; and

(f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

16.2 <u>Payment</u>. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment

16.3 <u>Taxes</u>. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

16.4 <u>Payment Disputes</u>. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

(a) timely renders all payments and amounts that are not in dispute;

(b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:

(i) the amount in dispute; and

(ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

(c) works with Contractor in good faith to resolve the dispute promptly; and

(d)   promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 16.4** or any dispute arising therefrom.

16.5 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

17. Intellectual Property Rights

17.1 Ownership Rights in Software

(a)   Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 17.1(b)**:

(i)   Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

(ii)   none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

(b)   As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

17.2 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

17.3 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all API and Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

(a)   Contractor will create all API and Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b)   to the extent any API, Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i)   assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such API or Work Product, including all Intellectual Property Rights; and

(ii)   irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the API or Work Product.

17.4 State License Grant. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license:

      (a) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and

      (b) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.

18. State Data.

18.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes: (a) User Data; and (b) any other data collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 18.1** survives termination or expiration of this Contract.

18.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States; and (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 18.2** survives termination or expiration of this Contract.

18.3 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the

State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 18.3** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract. This Section survives termination or expiration of this Contract.

18.4 Backup and Extraction of State Data. If the Operating Environment is Externally Hosted, Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the RPO requirements set forth in **Section 22.1** of this Contract. All backed up State Data shall be located in the continental United States. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

18.5 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Operating Environment (if Externally Hosted). Contractor shall notify the State's Business Owner and Contract Owner by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses.

Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

18.6 State's Governance, Risk and Compliance (GRC) platform. Throughout the Term, Contractor must assist the State, at no additional cost, with development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain an authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost to the State, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. Contractor may request risk acceptance, supported by compensating controls, however only the State, at its sole discretion, will determine if it will accept any risk.

19. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 19** survives termination or expiration of this Contract.

19.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

19.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 19.2**.

19.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party 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 Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

19.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

19.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, the parties will return and/or destroy the other party's Confidential Information as specified in **Section 18 - Transition Services of Schedule A - Statement of Work**.

20. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

21. Accessibility Requirements.

21.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a)   maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(b)   comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c)   ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(d)   promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(e)   upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f)   participate in the State of Michigan Digital Standards Review described below.

21.2 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

21.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 23.1.**

21.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.

21.5 Failure to comply with the requirements in this **Section 21** shall constitute a material breach of this Contract.

22. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, if the Operating Environment is Externally Hosted, Contractor will:

22.1 maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) as specified in the Statement of Work (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule E**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 22**; and

22.2 provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 23.1(a).**

23. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

23.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 23.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 23.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

23.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 23.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

23.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). Contractor will follow any transition plan activities or requirements specified in the **Section 18 - Transition Services of the Statement of Work**, including those that pertain to the return or destruction of State Data and Confidential Information. The Term of this Contract is automatically extended through the end of the Transition Period.

23.4 Survival. This **Section 23** survives termination or expiration of this Contract.

24. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

25. Contractor Representations and Warranties.

    25.1 Authority. Contractor represents and warrants to the State that:

        (a)   It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

        (b)   It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

        (c)   The execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

        (d)   When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; and

        (e)   Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

    25.2 Bid Response. Contractor represents and warrants to the State that:

        (a)   The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Contractor to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

        (b)   All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

        (c)   Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

        (d)   If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

25.3 <u>Software Representations and Warranties</u>. Contractor further represents and warrants to the State that:

(a)   it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b)   it has, and throughout the Term, will retain the unconditional and irrevocable right, power and authority including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(c)   the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(d)   neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i)   conflict with or violate any applicable Law;

(ii)   require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii)   require the provision of any payment or other consideration to any third party;

(e)   when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, Documentation, and Operating Environment (if Externally Hosted) as delivered or installed by Contractor does not or will not:

(i)   infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii)   fail to comply with any applicable Law;

(f)   as provided by Contractor, the Software, and Operating Environment (if Externally Hosted), do not or will not at any time during the license term contain any:

(i)   Harmful Code; or

(ii)   Open-Source Components or operate in such a way that it is developed or compiled with or linked to any Open-Source Components, other than Approved Open-Source Components specifically described in the Statement of Work.

(g)   all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature;

(h)   it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract;

(i)   when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation; and

(j)   no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

25.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

26. Indemnification

26.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any Third Party; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

26.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 26**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

26.3 Infringement Remedies.

(a)   The remedies set forth in this **Section 26.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

(b)   If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

(i)   procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

(c) If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

(d) If Contractor directs the State to cease using any Software under **subsection (c)**, the State may terminate this Contract for cause under **Section 23.1**.

(e) Contractor will have no liability for any claim of infringement arising solely from:

(i) Contractor's compliance with any designs, specifications, or instructions of the State; or

(ii) modification of the Software by the State without the prior knowledge and approval of Contractor;

unless the claim arose against the Software independently of any of the above specified actions.

27. Liquidated Damages.

27.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with this Contract, including the Implementation Plan and Milestone Dates agreed to by the parties, will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

27.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

27.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 23.1**, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its

obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

27.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

28. Damages Disclaimers and Limitations.

28.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

28.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

29. Records Maintenance, Inspection, Examination, and Audit.

29.1 Right of Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

29.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

29.3 Application. This **Section 29** applies to Contractor, any Affiliate, and any Subcontractor that performs Services in connection with this Contract.

30. Insurance

30.1 Required Coverage.

(a) **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the

State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease	

Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime (Fidelity) Insurance	
Minimum Limits: $1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate	

(b) If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

(c) Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

30.2 Non-waiver. This **Section 30** is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

31. Dispute Resolution.

31.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 31** (the "**Dispute Resolution Procedure**"). The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager. The responding party's Project Manager must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

31.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (15) Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This **Section 31** does not limit the State's right to terminate this Contract.

32. General Provisions

32.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

32.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

32.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

32.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 32.4**):

If to Contractor:	2900 NE Blakeley Street Seattle, WA 98105] Email: bryan@democracylive.com Attention: Bryan Finney, President
If to State:	PO Box 30026 Lansing, MI 48909 Email: martinc20@michigan.gov

Notices sent in accordance with this **Section 32.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

32.5 <u>Headings</u>. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

32.6 <u>Assignment</u>. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 23.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 32.6** is void.

32.7 <u>No Third-party Beneficiaries</u>. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

32.8 <u>Amendment and Modification; Waiver</u>. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

32.9 <u>Severability</u>. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

32.10   Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

32.11   Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 32.11**.

32.12   Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

32.13   Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

32.14   Schedules   All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Maintenance and Support Schedule (if State hosted)
Schedule D	Service Level Agreement (if Externally Hosted)
Schedule E	Disaster Recovery Plan (if Externally Hosted)
Schedule F	Data Security Requirements
Schedule G	Federal Provisions Addendum
Schedule H	OmniBallot PAT WCAG 2.0aa
Schedule I	OmniBallot Election Styles QA Guide
Schedule J	OmniBallot Account Manager User Guide
Schedule K	OmniBallot Voter Registration Manager

32.15   Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

32.16   Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar Laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

(a)   all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

(b)   the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

32.17   Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

32.18   Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

32.19   Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card.:

State of MI Admin Fees: https://www.thepayplace.com/mi/dtmb/adminfee

State of MI MiDEAL Fees: https://www.thepayplace.com/mi/dtmb/midealfee

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

32.20   Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

32.21   Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions; (b) second, Schedule F – Data Security Requirements; (c) third, each Statement of Work; and (d) fourth, the remaining Schedules and Exhibits to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Schedule A
Statement of Work

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined below shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions. "Solution" means the software solution that the State is purchasing under this Contract.

Term	Definition
DTMB	Department of Technology, Management, and Budget
MDOS	Michigan Department of State
PAT	A document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.
QVF	Qualified Voter File
SOS	Secretary of State
WCAG 2.0 Level AA	Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) version 2.0.

2. BACKGROUND

Customer service is the operative phrase of the secretary of state's office. The Department of State is tasked with delivering modern, efficient, cost-effective, and convenient service, achieved with innovation, technology, and the energy, vision, and experience of its valuable team members. The Bureau of Elections is seeking a solution to make voting accessible, to all, at home, by providing an accessible absentee voting ballot that works with all assistive technologies and can be used by voters with disabilities.

3. PURPOSE

Provide an accessible A/V ballot that works with all assistive technologies that can be used by voters with disabilities. Accessible ballot production and processing for any Michigan election at all levels. Using the Qualified Voter File (QVF) to identify and issue accessible ballots to all eligible voters to comply with Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, Michigan Election Law, Michigan Constitution.

4. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

Public IT Policies, Standards and Procedures (PSP):
https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf

All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Look and Feel Standard
All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness
The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Contractors must provide a list of all mobile devices that are compatible with the Solution. Additionally, Contractor must provide list of features that can be performed via a mobile device. Contractor certifies that OmniBallot is mobile responsive and can be used with all modern smart devices and that all features are accessible through any device.

Accessibility Requirements
The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

The OmniBallot solution has been deployed since 2009 as a Section 508 compliant accessible vote by mail solution. The current Democracy Live System is fully WCAG 2.0AA compliant. OmniBallot has been approved for funding by the U.S. Department of Health and Human Services as a fully ADA compliant accessible balloting platform. OmniBallot was developed in collaboration with the University of Washington Center on Technology and Disabilities, reviewed by dozens of advocates representing an array of disabilities. OmniBallot is an all-in-one balloting platform Remote Ballot Marking solution and optional accessible sample ballot. OmniBallot is compatible with all major screen readers, tactile switches, sip-and-puff systems and other assistive devices. OmniBallot offers all federally required languages required by the State. Contractor has provided their PAT as Schedule H.

5. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizens	Read Only	10,000	1,000
State Employees	Admin Access	20	10
Contractors	Read Only	20	10
Local Government (Clerks and Staff)	Admin Access	2,000	500

Contractor must be able to meet the expected number of concurrent Users.

OmniBallot is hosted by Amazon Web Services (AWS). AWS has been federally approved for use by all federal agencies, including the Department of Defense, DHS, FBI, SEC and CIA. AWS is largest provider of cloud-based data and offers multi-redundant, multi-geographical, U.S.-based data centers to ensure continual 99.99% uptime and auto-scaling to ensure capacity meets demand. Elections have extreme spikes throughout the year. AWS and Contractor partner to ensure a seamless and stable platform regardless of the amount of use. OmniBallot has been created with an API based architecture providing a

clear separation of front end and back end logic. The API based architecture allows the front-end applications (both voter and administrator) to be Single Page Applications (SPA). SPA's distribute rendering and page building load to the user's browser rather than utilizing server resources. This architecture allows OmniBallot to scale easily with spikes in voter traffic.

OmniBallot's server architecture is configured with resource monitoring and automatic scaling. During a spike in voter traffic (during an election), resource monitors detect high server load and will automatically scale to accommodate voter traffic without the need for manual intervention.

6. DATA RETENTION

Database data is stored in an AWS RDS database cluster distributed across multiple geographic Availability Zones. Automated daily backups are generated and securely stored in Amazon S3 storage for one week. Application files (ballot style definitions, ballot PDFs, return packages, etc.) are stored in Amazon S3 storage until the related entity is either archived or deleted from OmniBallot.

Database backups are generated daily and stored for one week in AWS US-West and US- East regions. Only authorized Contractor personnel have access to database backups. In the event of a disaster, a server administrator can quickly revert the database to a previous backup.

Contractor will retain and/or destroy State Data, at any time throughout the Term, pursuant to the written instructions of the State.

7. SECURITY

Contractor must meet the Data Security requirements set forth in **Schedule F – Data Security Requirements**.

The Solution will be storing sensitive data.

Contractor is using a Hosting Provider (as defined in Schedule F – Data Security Requirements) The Hosting Provider is AWS.

Contractor must comply with the following:

> OmniBallot resides in the AWS federally approved (FedRAMP) cloud. The AWS federally approved (FedRAMP) cloud has been reviewed and approved by the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). AWS (US) is operated solely by employees who are vetted U.S. Citizens on U.S. soil, and root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region.

> All network communication to OmniBallot is encrypted and authenticated using a strong protocol (TLS 1.2), a strong key exchange (ECDHE_RSA with P-256), and a strong cipher (AES_128_GCM). Through our partnership with Amazon AWS, the application is hosted in a highly secure, Department of Defense and Homeland Security approved cloud-environment.

> Multi-factor authentication will be enabled for designated tasks. Multi-factor authentication will be finalized after collaboration with the State.

> The IT infrastructure that AWS provides to Contractor for OmniBallot is designed and managed in alignment with security best practices and approved for a variety of IT security standards, including:• SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) • SOC 2 • SOC 3 • FISMA, DIACAP, and FedRAMP • DOD CSM Levels 1-5 • PCI DSS Level 1 • ISO 9001 / ISO 27001 • ITAR • FIPS 140-2 • MTCS Level 3

8. END-USER OPERATING ENVIRONMENT

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

• Over 2% of site traffic, measured using Sessions or Visitors (or)
• The current browser identified and approved as the State of Michigan standard

This information can be found at www.michigan.gov/browserstats. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

OmniBallot meets these end-user requirements. OmniBallot has been tested to work with over 90 combinations of browsers, screen readers and operating systems.

OmniBallot can be accessed from any computer with a web browser. OmniBallot has been tested and supports all major browsers (Internet Explorer, Edge, Chrome, Firefox, and Safari). The front end has been developed using responsive styles providing a consistent user interface across any device.

Contractor must:
- Meet State system access requirements that are necessary for the Contractor to perform its obligations on a timely basis, including but not limited to, physical or remote access to State networks, servers, or individual workstations.

  OmniBallot is a hosted application which does not require any direct interface to State networks, servers, or individual workstations.

- Comply with the current environment and how it intends to comply with any future changes to the user environment. And if not, describe what end user operating environment its solution supports.

  OmniBallot is a stand-alone, AWS hosted solution and thus is not affected by the user environment. Administrative functions and end-user have access to the portal via a secure, accessible Web interface.

- Support the original environment throughout the term of the contract.

  OmniBallot is able to be fully implemented, regardless of changes to the user's current, or future environment.

- Communicates changes to its roadmaps.

  OmniBallot is independent of any changes to the customer environment. As long as customer ballot and VR data are available, Democracy Live can implement the portal.

- Identify any plug-ins necessary for the proposed solution to meet the system requirements of this request.

  No plug-ins are necessary.

- Communicate to customers collaborate with your organization in the decision-making process for upgrades, maintenance, and change control.

    All modifications and changes to OmniBallot effecting the customer or voter experience and workflows will be discussed and approved in advance of implementing any changes. Modifications are typically done in response to customer requests.

9. SOFTWARE

Contractor must provide solution described below and components provided in Schedule B - Pricing:

The Operating Environment for Contractor's Solution is Externally Hosted.

Contractor is providing the State with a Subscription License pursuant to Section 3.2 of the Contract Terms and Conditions.

OmniBallot is a hosted application, hosted in the federally approved (FedRAMP) AWS cloud. OmiBallot offers the following turn-key, fully developed features and optional modules:

- Fully accessible WCAG 2.0aa compliant balloting portal, with optional voter look-up.
- Eligible voters are able to log in to the balloting portal using state approved credentials.
- The OmniBallot system can deliver separate workflows, messaging and materials depending on voter type.
- OmniBallot is designed to deliver a similar accessible balloting experience as voters have in the polling place using the accessible voting machines.
- OmniBallot prevents overvotes, offers an undervote warning and shows a summary screen all tested to work with over 90 combinations of screen readers, operating systems and browsers.
- All ballots for the entire state are preloaded, tested, and available on-demand for eligible voters.
- OmniBallot can be configured to deliver a client-side, electronic ballot delivery for voters with disabilities, UOCAVA and ballot replacement, or emergency ballots.
- All voter-specific required return materials are included in the ballot package.
- Voters using OmniBallot will be able to review their selections and make any changes before printing their ballot selections and required return materials.
- *Optional* electronic ballot return module (EBR). The OmniBallot EBR module allows voters to either print and mail their ballot, or voters may elect to return the ballot and required materials electronically. No printer or scanner is required with OmniBallot EBR. Jurisdictions are notified a ballot package is available and ready for downloading from the portal by the jurisdiction. EBR is an *optional* add-on to OmniBallot.
- *Optional* auto-duplication of returned ballots. OmniBallot has an auto-duplication feature that eliminates the need for manually duplicating ballots by hand. Requires a bar code scanner and printer to scan the bar code on ballot. The bar code only represents an image of the marked ballot. No voter identifying information is in the bar code. Bar code is scanned and ballot is printed onto printer, (See Optional Pricing under Pricing Page.)
- *Optional* Accessible Sample Ballot. Most jurisdictions offer a PDF of online sample ballots. PDF's are generally not accessible. OmniBallot offers an optional fully accessible, mobile sample ballot.
- *All features and functionality available have been deployed in multiple statewide elections in multiple states.*
- OmniBallot Workflow:

1) Voters requesting an electronic transmission of the ballot are added to the County or State VR file.

2) The county emails a link to the eligible voter

3) The Democracy Live system pulls from the County or State VR data to deliver the voter's specific ballot.

4) The voter is able to access, mark, print and return their specific ballot and all customized return materials.

5) The ballots may be "auto-duplicated" onto a ballot-on-demand system, leveraging the optional bar code on the ballot.

   o The duplicated ballot is submitted for tabulation into the tabulation system

10. SOLUTION REQUIREMENTS

Contractor must fully meet each section in this **Schedule A - Statement of Work** and the attached **Schedule A - Table 1 Business Specification Worksheet.**

Configuration is referred to as a change to the Solution that must be completed by the awarded Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model modifications occurring).

All configuration changes made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the awarded Contractor without additional costs.

Contractor shall understand that customizations (i.e. changes made to the underlying source code of the Solution) may not be considered and may impact the evaluation of the Contractor's proposal.

No changes to OmniBallot are required to meet the State specifications. All requirements are currently available in OmniBallot and have been deployed in previous elections.

11. INTEGRATION

Contractor must integrate with the systems listed in the Integration List provided by the State. Contractor must interface with and recover from the Qualified Voter File (QVF).

The OmniBallot System has been designed to integrate with a wide range of voter files, and ballot data sets. Depending on the needs of the State, OmniBallot must provide the following options:
1)   Upload voter lookup data for all voters into AWS-hosted secure FTP site. (This is often selected for jurisdictions using Accessible Sample Ballot module.)
2)   Upload only eligible voters who have requested a UOCAVA or accessible ballot.
3)   If the State or jurisdiction has a voter look-up tool, OmniBallot can utilize the current voter look-up to display the correct ballot.
4)   OmniBallot has a suite of customizable importers which will be utilized to directly import ballot data from the existing state data format.

12. MIGRATION

There are no migration services needed at this time, however the State may request Contract to provide migration services in the future.

13. TESTING SERVICES AND ACCEPTANCE

Contractor must comply with **Section 11, Acceptance Testing**, of the **Contract Terms**.

14. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency for up to 2000 End Users and less than 40 Administrators. The Contractor must provide available training options and include details such as: typical class size, materials to be provided, accessibility, class duration, on-site or web based. The Contractor must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

Contractor must provide written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.

As OmniBallot is a relatively simple, hosted solution, it requires very little IT resources to maintain the system. Contractor provides training on all aspects of the application for all staff to independently maintain the system.

The Contractor's training program is tailored toward jurisdictions of all sizes and technical capabilities, is proven in over 1,000 elections, and offers a thorough, yet easy-to-follow, instructions on how to use OmniBallot.

Refer to Schedule I – OmniBallot Election Styles QA User Guide

Refer to Schedule J – OmniBallot Account Manager User Guide

Refer to Schedule K - OmniBallot Voter Registration Manager User Guide

15. HOSTING BY CONTRACTOR
Contractor must comply with the State's standard Service Level Agreement (SLA) attached as **Schedule D**.

Contractor must maintain and operate a backup and disaster recovery plan beginning 45 days prior to election to achieve a Recovery Point Objective (RPO) of 24 hours reducing to 4 hours starting 14 days before an election, and a Recovery Time Objective (RTO) of 24 hours beginning 45 days prior to election and reducing to 4 hours starting 14 days before an election. Contractor must include a copy of its Disaster Recovery Plan as **Schedule E** part of their proposal, which will be treated by the State as confidential information.

16. SUPPORT AND OPERATIONS
Contractor must comply with the State's standard Service Level Agreement (SLA) attached as Schedule D.

Support Hours
The State requires the Contractor to provide Support Hours as Normal Business hours 8 am to 5 pm Eastern Time. However, Contractor must provide Support Hours 24x7 for 45 days prior to elections. Phone number – 1-855-655-8683, including TTY.

Contractor offers 24/7, 365 days a year customer support

17. DOCUMENTATION
Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

Refer to Schedule I – OmniBallot Election Styles QA User Guide

Refer to Schedule J – OmniBallot Account Manager User Guide

Refer to Schedule K - OmniBallot Voter Registration Manager User Guide

18. TRANSITION SERVICES
Upon termination or expiration of the agreement for any reason:
   a. Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees pursuant to Section 23.3 of the Contract Terms and Conditions;
   b. Contractor will not turn off administrative access to OmniBallot or turn off public access to the system until directed to do so in writing by the State;
   c. All licenses granted to Contractor in the State Materials and State Data will immediately and automatically also terminate;

   d. Within five (5) Business Days after the completion of the Transition Period, or within any other timeframe as directed by the State in writing, Contractor must:
      i. return to the State all State Materials, State Data, and any other documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information,

      ii. permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods and per other written instructions that may be provided by the State, and

      iii. certify in writing to the State that it has complied with the requirements of this Section 21.4(c); and
   e. Within five (5) Business Days after of the completion of the Transition Period, the State will return to the Contractor any and all Confidential Information received from the Contractor which is in the State's possession, custody, or control. If the State determines that the return of any Confidential Information is not feasible, the State must destroy the Confidential Information and certify the same in writing, except to the extent any information may be required to be retained under any law, including State data retention schedules

19. PRODUCTS AND SERVICES

Contractor must describe additional Solution functionality, products or services that the State specifications do not address but are necessary to implement and support this solution.

OmniBallot requires a structured data set, ballot pdfs, VR file and mapping file to ensure the ballot is mapped to the correct voter. Contractor will work with the State to ensure the correct data is provided.

If the auto-duplication feature of OmniBallot is requested for all, or some jurisdictions, those jurisdictions will need to acquire a ballot-on-demand printer. OKI has a lower cost, 25lb unit that higher volume jurisdictions may want to consider as a replacement to manually duplicating ballots

20. CONTRACTOR KEY PERSONNEL
Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of the Solution.

Contractor Contract Administrator. Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Bryan Finney **Address:35030 SE Douglas Street, Suite 200** **Snoqualmie, WA 98065** **Phone:206-465-5636** **Email: bryan@democracylive.com**

Contractor Project Manager. Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

Contractor
Name: Felicia Erlich **Address: 35030 SE Douglas Street, Suite 200** **Snoqualmie, WA 98065** **Phone: 206-482-8231** **Email: felicia@democracylive.com**
Contractor
Name: Island Pinnick **Address: 2900 NE Blakeley Street** **Seattle, WA 98105** **Phone: 206-755-7869** **Email : island@democracylive.com**

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Felicia Erlich **Address: 35030 SE Douglas Street, Suite 200** **Snoqualmie, WA 98065** **Phone: 206-482-8231** **Email: felicia@democracylive.com**

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Mark Pace **Address: 2900 NE Blakeley Street** **Seattle, WA 98105** **Phone: 206-355-4577** **Email: mark.pace@democracylive.com**

21. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

Contractor must meet the requirements set forth in this section.

Contractor will comply with these requirements and will require all personnel associated with this contract to register with ICHAT https://apps.michigan.gov/Home/Index to have the required background checks and drug tests. Contractor will provide an RI-8 Fingerprint Card if required by project. Key personnel have undergone previous federal and criminal background checks for similar projects.

22. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

Contract Owner. The Contract Owner is the DTMB Business Relationship Manager supporting the Agency Business Owner's agency.

Contractor requires a representative from the State to confirm which voter look-up option the State wishes to utilize. The State will also want to define which features and functionality of OmniBallot the State would like to turn on. For example, electronic ballot return, accessible sample ballot and auto-duplication.

Contractor requires a representative from the State with an understanding and availability of the state's ballot data export options. The State will want to have a liaison to the counties to facilitate messaging and training of the new program.

23. MEETINGS
Contractor must attend the following meetings at no additional cost to the State.

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The above required meeting and planning requirements are typical of each new Contractor implementation. Upon award, the Contractor Project Manager, Felicia Erlich will immediately correspond with the State Project Manager to finalize the initial kick-off planning meeting and weekly meetings thereafter, or more depending on the needs of the Stare or Contractor. Upon Go Live, meeting will be scheduled monthly. More frequent meetings will be scheduled based on need and at the desire of the State.

24. PROJECT CONTROL & REPORTS
Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:
- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

All Contractors must submit and enter weekly timesheets into the State of Michigan's Project Portfolio Management tool, Clarity PPM, for approval and reporting. The weekly Clarity PPM timesheet will contain hours worked for assigned project tasks.

Contractor must provide specific reports after contract execution and during the lifecycle of the contract, including all required scheduled reporting and details around the how and when metrics captured/validated.

Contractor will utilize project management best practices throughout, implementing, but not limited to the best methods recommended by the Project Management Institute's Project Management Body of Knowledge. The PM will be responsible for the integrated management of the project including:
1. Project Initiation
2. Project Planning
3. Project Execution
4. Project Closeout

The PM's core responsibilities include:
1. Development of the Project Charter
2. Development of the Preliminary Scope Statement
3. Development of the Project Management Plan
   a. Scope Management
   b. Requirement Management
   c. Schedule Management
   d. Financial Management
   e. Quality Management
   f. Resource Management
   g. Stakeholder Management
   h. Communications Management
   i. Change Management
   j. Risk Management
   k. Procurement Management
4. Direction and Management of Project Execution
5. Monitoring and Controlling Project Work
6. Managing Change Control
7. Project Closeout

The PM will ensure that a communication plan is incorporated in the Project Management Plan which will include weekly updates, as specified:
- Delivery of written weekly summaries of progress during the phased implementation, including:
  - An outline of work accomplished during the period
  - An outline of work to be done during the subsequent period
  - A list of problems, real or anticipated, to be presented to the Department project director
  - Notification of any significant deviation from the previously agreed-upon work plan

Risk Management

Risk Management is a key area of focus of the Project Manager, and will be addressed aggressively in project planning, and managed closely.
- A detailed Quality Assurance Plan will be included in the Project Plan, with adequate QA personnel and resources dedicated to the project to ensure compliance with requirements.
- A formal Risk Register will be included as part of the Project Plan, and will be maintained and communicated on a regular basis as part of the weekly project review. All Risks will be prioritized and triaged based on potential impact, and appropriate mitigation will be applied.
- The Risk Register will be available to all stakeholders throughout the project, and mitigation will be determined jointly, where necessary.

Preliminary List of Project Deliverables

The following table outlines Democracy Live's initial understanding of the major deliverables to be provided to the State of Michigan. The Contractor resources noted in the table indicate the individuals who will be primarily responsible for managing each deliverable.
This list will be updated with additional input from the Customer, as part of the development of the final project plan and will be updated as the project becomes progressively elaborated.

Deliverable	Democracy Live Resources	Description
Completed Contract	Business Development Project Manager	Completion of contract documentation.
Project Planning Documentation	Project Manager	Project Management Plan

		1. Scope Management 2. Requirements Management 3. Schedule Management 4. Financial Management 5. Quality Management 6. Resource Management 7. Stakeholder Management 8. Communications Management 9. Change Management 10. Risk Management 11. Procurement Management
Regular Project Update Meeting Summaries	Project Manager	The Democracy Live PM will work with the appropriate Customer Stakeholders to develop a schedule of regular update meetings to ensure successful management of the project management plans described above.
Configured Demonstration System for Customer Acceptance and Approval	Project Manager	Democracy Live will provide the Customer with a complete system for approval, prior to ordering the systems for configuration.
Detailed Customer On-Boarding Plan	Project Manager	The Project Manager will provide a detailed plan to the Customer outlining every step of the process from taking initial delivery of the new equipment, through full training, and election support.
Delivery of System	Project Manager, Technical Lead	The Project Manager, will work closely to ensure the systems are delivered as specified, on schedule.
Delivery of Training	Project Manager	After initial training of the primary State of Michigan Stakeholders, we expect that we will be asked to provide additional training support to local election officials as needed.
Delivery of Election Support Services	Project Manager	Ongoing support of election configuration services.

25. MILESTONES AND DELIVERABLES

Contractor will meet the State's milestone schedule and associated deliverables as set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule

Project Planning	Project Kickoff	July 28, 2020
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Requirements - July 30, 2020 Design - August 6, 2020
Configuration of software	Final Solution and Testing Document	August 25, 2020
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	August 27, 2020
Implementation	Solution Installed in Production Environment; Project Go-Live	September 10, 2020
Production Support Services	Ongoing after Final Acceptance.	Ongoing

Contractor proposed a 30-day set-up and configuration window for this project. Once the ballot data is received, Contractor will test and modify the importer to ingest the ballot data into OmniBallot. The State will receive the customized, fully configured portal within 30 days. The State and local elections officials will be trained in parallel to site configuration, or at a time determined by the State.

Contractor must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Contractor's alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

The Contractor Project Manager will be responsible for maintaining an MS Project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation
In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor,

since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

The Contractor is required to review http://www.michigan.gov/suite and demonstrate how each PMM/SEM requirement will be met. Contractors wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

Contractor must meet the requirements set forth above and note any exceptions for successful implementation and ongoing support of the Solution.

Contractor utilizes project management best practices recommended by the Project Management Institute's Project Management Body of Knowledge. Contractor's PM will be responsible for the integrated management of the project including:

1. Project Initiation
2. Project Planning
3. Project Execution
4. Project Closeout

Contractor will utilize the SUITE methodology, framework, and templates.

26. LIQUIDATED DAMAGES

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $5,000 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect $1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect $1,000 per individual per day for an unapproved or untrained key personnel replacement.

27. PRICING
Schedule B - Pricing provides the detailed description of all costs associated with implementing, maintaining and supporting the Solution, including all requested services set forth in the Contract.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

28. ADDITONAL INFORMATION
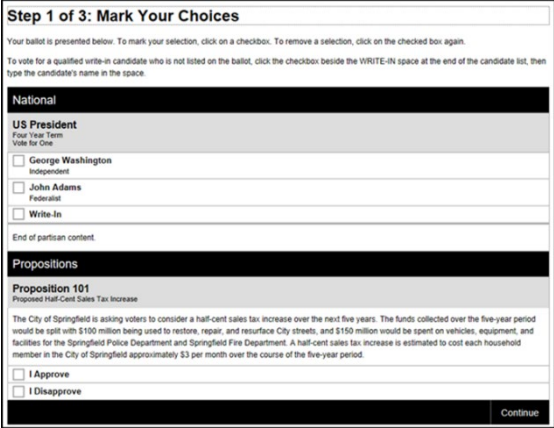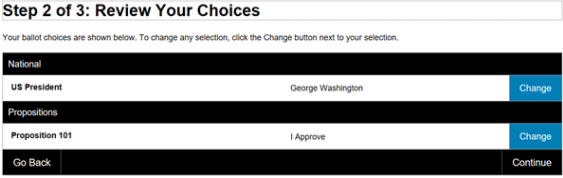
The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

Schedule A – Table 1
BUSINESS SPECIFICATION WORKSHEET

Requirement Number	Description	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Additional Cost Required	Contractor Comments/Response
Mandatory Minimums	The following requirements must be met.							
1.	After supplying identifying information, voters with disabilities must be able to access the appropriate ballot for their jurisdiction using their own devices.	Y						Nearly 10 million voters have had access to the Democracy Live system over the last decade. Voters with disabilities use OmniBallot to access their specific ballot, using their own devices, browsers, screen readers and operating systems. The Democracy Live accessible ballot marking portal has been tested for over 90 combinations of assistive technologies, devices, operating systems and browsers.
2.	The onscreen ballot must be accessible by screen readers (many combinations of screen-reading programs, browsers, and operating systems).	Y						The system was tested to be fully accessible with 94 combinations of screen readers, browsers and operating systems. (State of California Certification Review)
3.	The onscreen ballot must be accessible by "Sip-and-puff" devices (using straw-type device).	Y						Since 2008, the OmniBallot system has been used by voters using all major input and tactile devices, including jelly switches, sip and puff, keyboard and all major accessibility input devices. The system meets WCAG 2.0aa accessibility requirements.
4.	The onscreen ballot must be markable on screen and printable.	Y						The Democracy Live OmniBallot system supports onscreen ballot marking, shows an unmarked ballot and allows a voter to print the marked, or an unmarked ballot. The OmniBallot onscreen marking follows the voter experience

							requirements set forth by the U.S. Department of Defense electronic ballot delivery grant program.

5.	Contractor must have successfully implemented accessible absentee ballots in at least one other state.	Y						In 2020, OmniBallot has been deployed in Colorado, Washington, Delaware, West Virginia, New Jersey, New York, Ohio, DC, Vermont, California, South Carolina and Oregon. In addition, Democracy Live has been deployed for military and overseas voters in Florida and Texas. Democracy Live developed and deployed the nation's <u>first accessible absentee balloting system in 2009</u>. To date, the Democracy Live OmniBallot system has been reviewed, selected and deployed in more elections than any other remote balloting solution in the U.S. Democracy Live delivers remote balloting technologies to over 600 localities around the U.S. Our smallest jurisdiction has under 200 registered voters, while our largest has nearly 6 million voters. OmniBallot has been used in nearly 1,000 elections throughout the United States, while serving voters in 96 countries living in every continent in the world.
								
								Democracy Live is the only certified, remote accessible balloting provider that has been:
								
								1) Proven to work with every election management system currently deployed in Michigan.
								
								2) Awarded funding by:
								
								    a. U.S. Department of Defense (UOCAVA)
								
								    b. Elections Assistance Commission (Accessibility)
								
								    c. Department of Health and Human Services for Accessibility

Preferred	The following requirements are required by the State							
6.	Solution must be capable of securely importing ballot data from state Qualified Voter File into accessible ballot format with little or no alteration to Qualified Voter File internal data format or export capabilities.	Y						Democracy Live fully integrates with the State's current ballot data structure to directly import ballot data into OmniBallot. Assuming all required elements are in the statewide data set, no modification by the State is required. Democracy Live has worked with virtually all major EMS, PDF and VR systems to ensure automated creation of the electronic ballot delivery systems. Over the last decade, Democracy Live has created robust QA and testing tools to ensure the fully accessible, audio-enabled accessible absentee system are exact replicas of the content provided on the paper versions.
7.	Solution must be usable with all currently used assistive technologies on all platforms and adaptable to new assistive technology as they are developed.	Y						The Democracy Live OmniBallot system has been deployed as a fully WCAG 2.0aa Accessible Vote by Mail system since 2009. Voters using the system have the same accessible balloting experience in the home, as they would using the ADA polling place machines. This includes audio, multiple languages, undervote and overvote warnings and summary screen. The OmniBallot system has been used by voters using all input and tactile devices, including jelly switches, sip and puff, keyboard and all major accessibility input devices. OmniBallot has been tested to work with over 90 combinations of browsers, screen readers and operating systems. Over the last decade, members of leading national disability organizations have tested OmniBallot and provided key feedback to further enhance accessibility. Two Democracy Live jurisdictions have won awards for deploying OmniBallot to meet the needs of voters with disabilities. In 2019, Democracy Live won the Accessibility in Voting Award, presented at the United Nations.

8.	Solution must follow the format and order provided for the by the State. Adhering to the following standards https://www.michigan.gov/documents/sos/BallotStandards_517320_7.pdf?x=1	Y						Democracy Live adheres to these standards.
Standard	The following requirements are required by the State.							
9.	Solution must produce accessible ballot that can be reviewed, and read back so that voter can review choices and make desired changes at all stages of ballot saving and production (for example, if solution produces a pdf file that is printed, the ballot should be capable of being read back within ballot marking solution and from pdf or other file generated prior to printing).	Y						OmniBallot meets these requirements. The voter is delivered their fully accessible, audio-enabled, Section 508 and WCAG 2.0AA compliant on-screen ballot. The voter is presented with a summary screen of their selections. The voter prints their ballot selections and customized return materials and returns

								materials to the County. The ballot selections can be read back to the voter both prior to printing and after printing.
10.	Solution must provide a secure platform for voter to read ballot instructions and remotely marking accessible ballots.	Y						OmniBallot has been selected and funded by the US Department of Defense as a fully compliant, fully accessible automated remote ballot delivery system. The system is secured and hosted by the AWS secure cloud environment which ensures virtually unlimited scaling, via a network of military grade, multi-geographic, multi-redundant U.S. based data centers. OmniBallot is hosted and protected by the same cloud infrastructure used by the Department of Defense, Homeland Security and the CIA.
11.	Solution must provide voter with the same ballot options as the standard (non-absentee) ballot appropriate for that voter, including but not limited to the ability to write-in a candidate name for a contest.	Y						Voters using the OmniBallot system have the same accessible balloting experience in the home, as they would using the ADA polling place machines. Write-ins, overvote warning, summary screen and full audio-accessible features are built into the OmniBallot solution.
12.	Solution must prevent the voter from selecting more than the allowable number of selections for a ballot contest and provides voter with an error message when attempted.	Y						Much of the OmniBallot voter workflow was built to match U.S. Department of Defense grant requirements for overseas and military voters. This includes overvote messages, undervote warnings, write-ins and a summary review screen.

13.	Solution must warn the voter when attempting to proceed to the next ballot contest if less than the allowable number of selections for a ballot contest were selected and requires voter to confirm before proceeding.	Y						Voters using the system have the same accessible balloting experience in the home, as they would using the ADA polling place machines; this includes undervote warnings.
Optional	The following requirements are required by the State							
14.	Solution should be capable of printing ballots that can be read by ballot tabulators and high-speed scanners produced by Dominion, Election Systems, & Software, and Hart Intercivic election management systems.	Y						OmniBallot offers this capability built-In to the OmniBallot electronic ballot return module. Ballots returned electronically via the OmniBallot portal may be printed onto a tabulatable ballot stock using the OmniBallot Electronic Ballot Return feature. Alternatively, the ballot selections printed at home and mailed in may include a bar code which represents the ballot style and voter selections. The bar code may be scanned into a ballot printer. (See optional ballot printer pricing in pricing proposal.)
15.	Solution should allow or may be programmed to allow for remote ballot marking by other categories of voters who may receive ballots electronically, such as military and overseas voters.	Y						The Democracy Live system was first launched in 2009 and was subsequently selected by the U.S. Department of Defense as a fully MOVE Act compliant system. Other states have used OmniBallot for emergency or replacement ballots in the event postal mail ballot do not, or cannot get delivered on time, The State may use the OmniBallot system for accessible absentee, UOCAVA and replacement/emergency electronic ballot delivery purposes.
16.	Solution should allow test ballots to be generated and user tested with all assistive technologies.	Y						The OmniBallot system is designed to be turned on in QA Mode, which enables administrators to test all ballots for accuracy and accessibility. The QA functions of OmniBallot have been developed over ten years and in collaboration with dozens of elections officials to ensure the QA and testing process is smooth, robust and easy to understand.

17.	Describe any planned future enhancements (including any improvements that may be required by legislative mandate for electronic issuance or returns).							Democracy Live offers a turn-key electronic ballot return system that has been deployed in multiple states. The electronic ballot return system (EBR) enables electronic absentee without the need for a printer, while still generating a voter verified paper ballot. Additionally, a voter verification feature is available in OmniBallot that enables voters to confirm their ballot was transmitted and received accurately. This system is available upon request.

Schedule B
Pricing

Product: <u>OmniBallot Online Balloting Portal State of Michigan</u>

unlimited elections, configuration, 24/7 support, online training

One-Time Custom Setup Fee	$39,000*
Annual License Fee (Beginning in 2020)	$269,000
Per Election Set-up and Configuration	$7,500 capped at $30,000 annually*
Optional Absentee Ballot Request Portal	$125,000
Optional Auto Duplication Printer Add-On	$699 per printer

Cost Breakdown over Base Contract					
	2020	2021	2022	2023	2024
Optional Absentee Ballot Portal	$125,000.00	-	-	-	-
One-Time Set Up	$39,000.00	-	-	-	-
Annual License Fee	$1,345,000.00	-	-	-	-
Per Election Set Up and Configuration	$7,500	$22,500.00	$22,500.00	$22,500.00	$30,000.00
Total for year	**$1,516,500.00**	**$22,500.00**	**$22,500.00**	**$22,500.00**	**$30,000.00**

Licensing fees due at Go-Live.

*Discount on one-time set up and per election fee included for paying the five years of licensing up front.

*Per Election Set Up and Configuration Fee is $7,500.00, capped at 4 per year for a maximum cost of $30,000.00 regardless of the number of elections held. -

SCHEDULE D
Service Level Agreement

1.   **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract Terms and Conditions.

   "**Actual Uptime**" means the total minutes in the Service Period that the Hosted Services are Available.

   "**Availability**" has the meaning set forth in **Section 4(a)**.

   "**Availability Requirement**" has the meaning set forth in **Section 4(a)**.

   "**Available**" has the meaning set forth in **Section 4(a)**.

   "**Contractor Service Manager**" has the meaning set forth in **Section 3.1**.

   "**Corrective Action Plan**" has the meaning set forth in **Section 5.6**.

   "**Critical Service Error**" has the meaning set forth in **Section 5.4(a)**.

   "**Exceptions**" has the meaning set forth in **Section 4.2**.

   "**Force Majeure Event**" has the meaning set forth in **Section 6.1**.

   "**High Service Error**" has the meaning set forth in **Section 5.4(a)**.

   "**Hosted Services**" has the meaning set forth in **Section 2.1(a)**.

   "**Low Service Error**" has the meaning set forth in **Section 5.4(a)**.

   "**Medium Service Error**" has the meaning set forth in **Section 5.4(a)**.

   "**Resolve**" has the meaning set forth in **Section 5.4(b)**.

   "**Scheduled Downtime**" has the meaning set forth in **Section 4.3**.

   "**Scheduled Uptime**" means the total minutes in the Service Period.

   "**Service Availability Credits**" has the meaning set forth in **Section 4.6(a)**.

   "**Service Error**" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

   "**Service Level Credits**" has the meaning set forth in **Section 5.5**.

"**Service Level Failure**" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

"**Service Period**" has the meaning set forth in **Section 4(a)**.

"**Software**" has the meaning set forth in the Contract.

"**Software Support Services**" has the meaning set forth in **Section 5**.

"**State Service Manager**" has the meaning set forth in **Section 3.2**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Support Request**" has the meaning set forth in **Section 5.4(a)**.

"**Support Service Level Requirements**" has the meaning set forth in **Section 5.4**.

"**Term**" has the meaning set forth in the Contract.

2. Services.

2.1 <u>Services</u>. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**");

(b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1 <u>Contractor Personnel for the Hosted Services</u>. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the "**Contractor Service Manager**"). **The Contractor Service Manager** will be considered Key Personnel under the Contract.

3.2 <u>State Service Manager for the Hosted Services</u>. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the "**State Service Manager**").

4. Service Availability and Service Availability Credits.

(a)   Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**"), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. "**Availability**" has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

4.2   Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

(a)   failures of the State's or its Authorized Users' internet connectivity;

(b)   Scheduled Downtime as set forth in **Section 4.3**.

4.3   Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed. No scheduled downtime allowed for 45 days prior to an election.

4.4   Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

4.5   Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

4.6   Remedies for Service Availability Failures.

(a)   If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b)   Any Service Availability Credits due under this **Section 4.6** will be applied in accordance with payment terms of the Contract.

(c)   If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

5.   **Support and Maintenance Services**. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 5**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

5.1   Support Service Responsibilities. Contractor will:

(a)   correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b)   provide unlimited telephone support Normal business hours, but 24x7 for 45 days prior to elections.;

(c)   provide unlimited online support 24 hours a day, seven days a week;

(d)   provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e)   respond to and Resolve Support Requests as specified in this **Section 5.**

5.2   Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a)   proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b)   if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c)   if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

(i)   confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii)   if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii)   notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

5.3   Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a)   all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b)   all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this Schedule.

5.4 <u>Support Service Level Requirements</u>. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 5.4** ("**Support Service Level Requirements**"), and the Contract.

(a) <u>Support Requests</u>. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	• Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	• Request for assistance, information, or services that are routine in nature.

(b) <u>Response and Resolution Time Service Levels</u>. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "**Resolve**" (including "**Resolved**", "**Resolution**" and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error

correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	Thirty (30) minutes	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first

			additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

(c)   Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate.

5.5   Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 5.4(b)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

5.6   Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

SCHEDULE E
Disaster Recovery Plan

(Contractor's Disaster Recovery Plan is Confidential and not part of the Public Facing Document)

SCHEDULE F
Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract Terms and Conditions.

"**Contractor Security Officer**" has the meaning set forth in **Section 2** of this Schedule.

"**FedRAMP**" means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

"**FISMA**" means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2024)).

"**Hosting Provider**" means any Subcontractor that is providing any or all of the Hosted Services under this Contract.

"**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, networking, software, firmware, databases, data, electronic systems (including database management systems), Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"**NIST**" means the National Institute of Standards and Technology.

"**PSP**" means the State's IT Policies, Standards and Procedures.

"**SSAE**" means Statement on Standards for Attestation Engagements.

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security who has sufficient knowledge of the security of the Services and Software and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

3.1 if Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for the Hosted Services it is providing throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require that Contractor move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense and without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to Section 23.1 of the Contract;

3.2 maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type 2 (or Type 3) audit based on State required NIST moderate controls for the Hosted Services throughout the Term;

3.3   ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

3.4   maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of State Data that complies with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800-53 (most recent version) MOD Controls using minimum control values as established in the applicable State PSP's;

3.5   provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, PCI, IRS, FBI, and IRS requirements);

3.6   take all reasonable measures to:

(a)   secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Hosted Services or the information found therein; and

(b)   prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any State Data;

3.7   ensure that State Data is encrypted in transit and at rest using FIPS validated encryption modules with AES encryption and a key size of 128 bits or higher encryption;

3.8   ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) Open Authentication (OAuth) or comparable mechanisms; and

3.9   ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

4.   Unauthorized Access. Contractor will be solely responsible for its systems and any Hosted Services. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through its systems, the Hosted Services (if any), or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's

security gateways and firewalls and in compliance with the State's security policies set forth in this Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Security Audits. During the Term, Contractor will:

5.1 maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any State Data, including any backup, disaster recovery or other policies, practices or procedures relating to State Data and any other information relevant to its compliance with this Schedule including compliance with applicable State retention schedules ;

5.2 upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments; and

5.3 upon the State's request, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan and Contractor's SOC 2 Type 2 report to the State within thirty (30) days of the State's request. The System Security Plan or SOC reports will be recognized as Contractor's Confidential Information. If the Contractor does not have a SOC 2 Type 2 report, the Contractor must obtain the SOC 2 Type 2 audit report within the first year of the five-year contract period. This SOC 2 Type 2 report must be based on the AICPA's trust service criteria for system controls relevant to security, availability, processing integrity, confidentiality, and/or privacy.

6. Application Scanning. Contractor must either a) grant the State the right to scan the application code to a deployed version of the solution; or b) in lieu of the State performing a scan, Contractor must provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release.

For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete the scanning and the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Application scanning and remediation must include the following types of scans and activities:

- Dynamic Application Security Testing (DAST) - Scanning interactive application for vulnerabilities, analysis, remediation and validation (May include IAST)
- Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation and validation

Application scanning and remediation must include the following types of scans and activities as required based on data classification and/or composition.

- Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation
- Native mobile application software scanning (if applicable) including and interaction with an Application Programming Interface (API)
- Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses

7. Infrastructure Scanning. For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least once every 30 days and provide the scan's assessments to the State in a format that can be uploaded by the State and used to track the remediation. Contractor will ensure that issues identified in the scan are remediated according to the remediation time requirements documented in the State PSPs.

8. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract for cause immediately pursuant to Section 23.1 of the Contract, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE G

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Equal Employment Opportunity**

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

 (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR 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"), which prohibits the Contractor and subrecipients 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, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in paragraph (1) of this section, in the sum of $27 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 the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State 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 the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 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 the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. 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.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. 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.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) 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 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "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 12549.

(1)   This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2)   The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3)   This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4)   The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.   Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9.   Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1)   In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

  a.   Competitively within a timeframe providing for compliance with the contract performance schedule;

  b.   Meeting contract performance requirements; or

  c.   At a reasonable price.

(2)   Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) <u>Access to Records</u>. The following access to records requirements apply to this contract:

  a. The Contractor agrees to provide the State, the FEMA Administrator, 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 this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

  b. 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.

  c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

  d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) <u>Changes.</u>

  See the provisions regarding modifications or change notice in the Contract Terms.

(3) <u>DHS Seal, Logo, And Flags</u>

  The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) <u>Compliance with Federal Law, Regulations, and Executive Orders</u>

  This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) <u>No Obligation by Federal Government</u>

  The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) <u>Program Fraud and False or Fraudulent Statements or Related Acts</u>

  The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Democracy Live, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Bryan Finney, President

Name and Title of Contractor's Authorized Official

July 17, 2020

Date

Democracy Live's

OmniBallot

Election & Styles QA

USER GUIDE

DEMOCRACYLIVE
VOTER INFORMATION TECHNOLOGIES

CONTENTS

OmniBallot Application Navigation

Navigation between the OmniBallot Administrative applications is done completely through your administrative tools interface. Use the link below to access the OmniBallot Administrative site.

https://apps.omniballot.us

Note: By default, the link provided above will open Style Manager. While navigating through the administrative tools Democracy Live recommends using Google Chrome.

After logging into your User account provided (*with credentials provided by Democracy Live*), select the app you wish to access from the application navigation menu by selecting the grid icon at the top right of the OmniBallot screen.
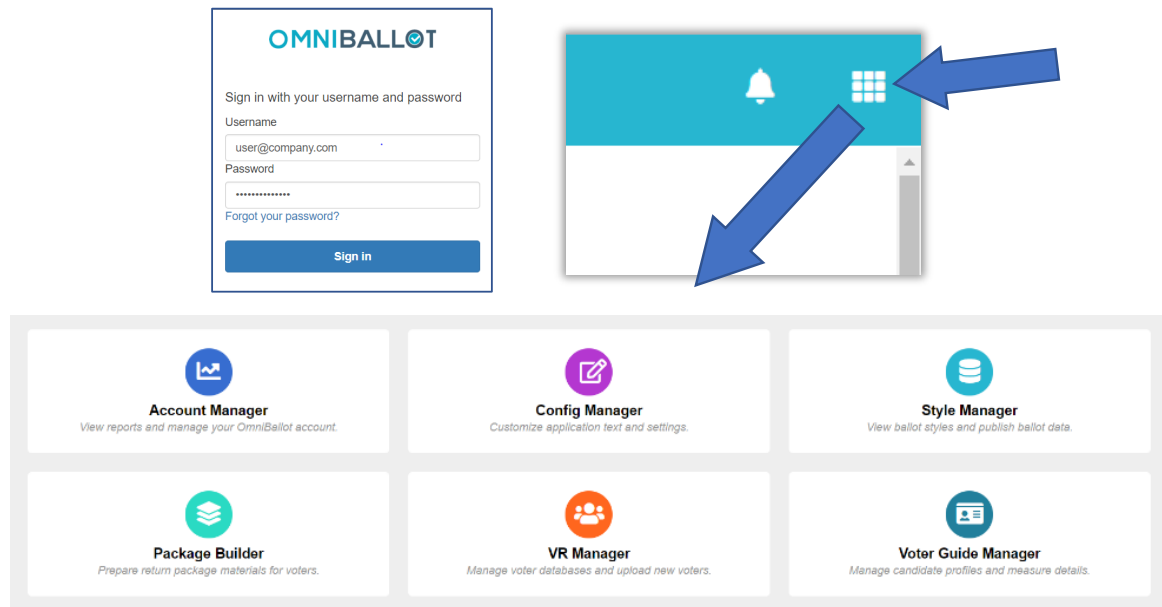
Select the app you wish to work in from the menu provided. The selected app will open in a new browser tab. The app grid menu can be closed by selecting the grid icon a second time. Clicking out of the navigation menu will not close it.

Election Title and Open/Close Dates

How to Edit an Election Title and Date

Step 1: Login to the administrative tools using your provided OmniBallot Login.

When you login to the OmniBallot Administrative Tools you will automatically enter Style Manager or you may select Style Manager from the application navigation screen. Once logged into the Style Manager Application Select your election from the list displayed.

Step 2: After selecting your election you will be taken to the election Dashboard page (*first page shown after selecting an election in Style Manager*). Select the "Edit Election" button to bring up the menu shown below.

Using this page, make edits to the fields described below and shown in the Edit Election menu as needed. Once you complete any required changes, be sure to click the "Save" button before exiting the Edit Election menu.

TITLE: Election title displayed to voter (translatable)
Open Date: Date that the election will be available to voters
Close Date: Date the election will no longer be available to voters

The other settings displayed on this page are for election pre-configuration. These settings should not be adjusted while performing QA.

> *Note: The open and close dates apply to the election overall in this screen. For specific voter type open and close dates, refer to the following section.*

Step 3: Return to the election dashboard and select "Approve All" in order to publish the changes made in the Edit Election menu.

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DEMOCRACYLIVE
VOTER INFORMATION TECHNOLOGIES

How to Edit Voter Type Open/Close Dates:

Different voter types such as UOCAVA voters or Absentee voters can have specific open and close dates set. This allows for access to be restricted to specific subsets of voters who are qualified to vote earlier than others.

Step 1: Login to the administrative tools using your provided OmniBallot Login.

When you login to the OmniBallot Administrative Tools you will automatically enter Style Manager or you may select Style Manager from the application navigation screen.

Select "Manage Voter Types" from the Election Dashboard to access the menu where changes to the voter type open/close dates can be made.

This section also contains settings for the voter types value mapping from the values provided in the VR. Do not adjust these settings without assistance from Democracy Live.

Admin

Edit Election

Manage Parties

Manage Voter Types

Manage Translations

Reset QA
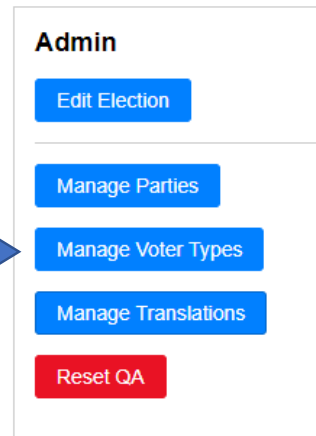
In Voter Type Management, a list of the voter type values will be shown at the top of the page as shown below. These are the OmniBallot voter type values. "Default" is used as a catch all for any and all voters who do not qualify as another voter type in this list.

Voter Type Management

Name	Code	Open Date	Close Date
UOCAVA	uocava	January 17, 2020 8:00 AM PST	March 3, 2020 8:00 PM PST
Default	default	February 2, 2020 8:00 PM PST	March 3, 2020 8:00 PM PST

Note: Your account may differ if specific voter types have been requested to be used. Contact Democracy Live for clarification if needed.

Step 2: Select a voter type from the list to open the menu where you can edit the open and close dates for the selected voter type. Once any changes have been completed, be sure to select Save before exiting the Voter Type Management menu.

Step 3: Return to the election dashboard and select "Approve All" in order to publish changes made in the Voter Type Management menu.

How to Conduct Quality Assurance Testing of Ballot Configurations

Ballot Style Review & Proofing

To start proofing ballot content and mapping for the election setup, begin by selecting **View Styles** from the **Ballot Styles** section on the Style Manager Election Dashboard. This will open the main ballot configuration screen. Begin proofing by selecting one of the ballots from the list of styles on the top left of the page.
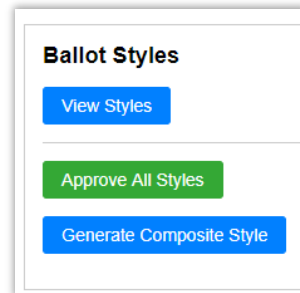
Ballot Mapping Review

Each Ballot style listed on the left side of the main Styles menu will display the precincts and splits/portions mapped to it in the column labelled "Precincts". Review of the mapping for each style before proofing the content on the style itself is recommended to ensure voters will receive the correct ballot. *Further proofing of this mapping can be done with data reports provided in the "View Reports" section, and by using the VR Manager QA Check tool.*

A list of all the Ballot Styles for the election will appear on the left side of the page. The selected style will be highlighted blue.

When a Ballot Style is selected from the list above, Style Manager will display each of the precincts that have been associated with the selected style below.

This example shows Ballot Style 1 as the selected ballot and a scrolling list of precincts associated with Ballot Style 1, beginning with 160603.

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DEMOCRACYLIVE
VOTER INFORMATION TECHNOLOGIES

Guided QA Mode

Style Manager's built in Guided QA mode facilitates efficient and complete proofing of all ballot styles and content in the election. Users step through the ballot one box at a time and are asked to approve each element within that box (*title, text, candidates, number of selections etc*). Common boxes and options are shared across ballot styles which means box proofing is only required once per box, even if it appears on multiple styles.

Getting Started

Step 1: To open Guided QA mode, select the QA shield icon above the formatted ballot content.
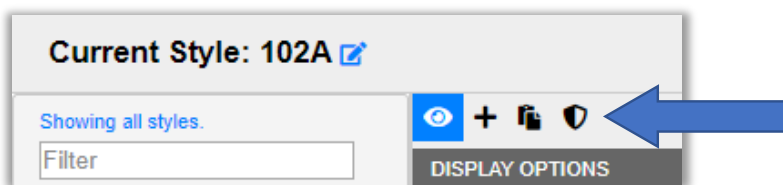
This will open the selected style's QA starting page. Click "Get Started" on the QA summary page to begin reviewing the selected ballot style's content. Other content on this page can be ignored at this time.

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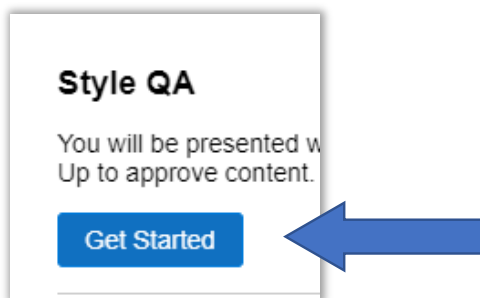
Performing Guided QA Review

Step 2: Upon starting Guided QA mode, Style Manager will present the first box at the top of the ballot selected. Each box element, such as Box Type, Titles, Subtitles, Options, Number of Selections, Candidates, and Rotation will be laid out to be reviewed individually. Each box element will have a "thumbs up" status indicator representing that box element's QA status. Each box will need to be individually reviewed and approved by inspecting and approving each box element or by using the "Approve All" button to mark all elements approved at once if all Box Elements are correct. After every element of a box has been approved, the system will move to the next box contained on the ballot. The navigation buttons located in the top left of Guided QA mode can also be used to navigate through the boxes contained on the style being QA'd.
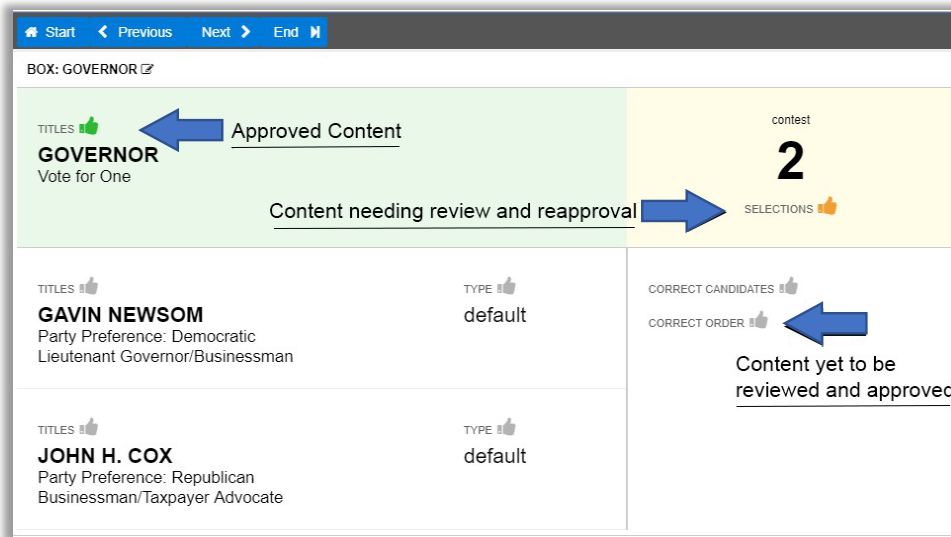
Tip: *Content that has been changed since being approved will be marked in orange (shown above).*

At the bottom of the Guided QA screen will be a grid (shown above) containing notices about the current box. These notices are generated by performing text analysis on the ballot PDF and then comparing the PDF content with the data within OmniBallot. Use of this system requires advanced configuration by a technical user and is not required to complete QA proofing. These notices can be ignored.

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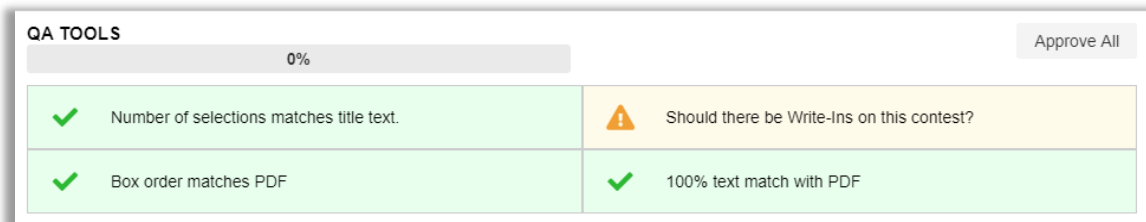
Editing Boxes in Guided QA Mode

In the event a change to your ballot content is required, located to the right of the box name in the top left of Guided QA mode is the edit button. Select this button to open the box edit menu shown above. Each section of the box will be displayed as their individual pieces. Changes made in this menu will be applied to the box. This means all styles who share this box will have this update made to them as well.

Please Note: The Delete button in this menu will delete the box from the entire election, do not use this to remove boxes from individual styles.

Box Details Tab

Under the Box Details tab, users can make changes to any of the box settings, text fields, and translations.

Type:
The Box Type is what defines the types of fields the box can have. The available box types are:
- Contest
- Measure
- Retention
- Header
- Text

Selections:
The selections field defines how many choices the voter has before being told they have overvoted.

Seq (sequence):
The Sequence field defines the order of the box on the ballot in relation to all other boxes contained on the ballot. The lower the sequence number (closer to zero) the higher up on the ballot the box will be placed. Sequence numbers are not unique to ballot styles, so changing the sequence number of a box on one style will affect the other style.

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Translations:

Translations can be accessed with the translations
fields in the OmniBallot system.

icon next to any translatable text

Options Tab:
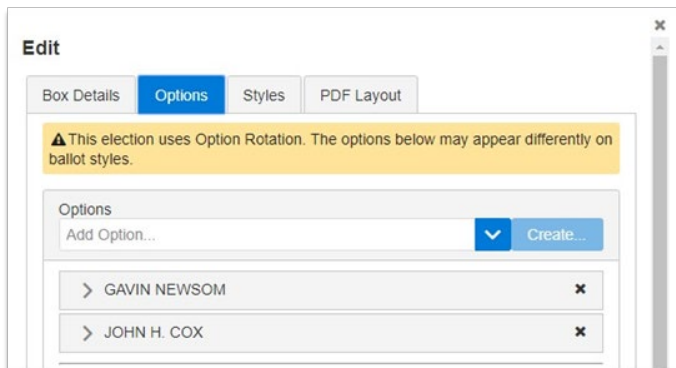
The Options tab is only available for Contests, Measures, and Retention boxes. The Options tab gives
access to the candidates or measure options voters will be presented. Use the Options search bar to
find candidates or options already configured into the system or **Create** a new option with the provided
button.

Note: *Rotation is not defined on this screen. Do not use this tab to review candidate ordering*.

Styles Tab:
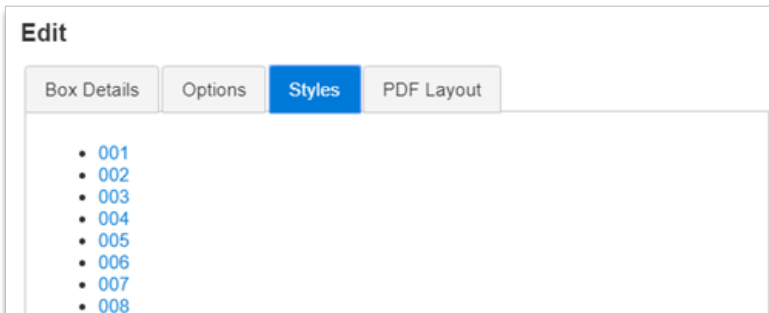
The styles tab gives a list of ballot styles that the selected box has been assigned to. Selecting from the
list of styles will open that style.

PDF Layout:

The PDF Layout tab is used to modify how the text and box layout are interpreted by the OmniBallot text detection system. Instructions and modification for these fields are done on a case by case basis.

Completing Guided QA Review

Step 3: Once each ballot box has been completely reviewed, final approval of the ballot style can be given by marking it as "QA COMPLETE!" on the Final Steps page. This step is necessary for the ballot to be accessible by the voters eligible to use the OmniBallot system.

Note: Color coding of the list of boxes on the right of this page can be ignored, they are only relevant to administrative setup.

Ballot boxes that have been approved on a previous style will be marked approved on any subsequent styles sharing that box. This allows for efficient QA through ballot styles that share content as proofing is performed on each ballot style.

Boxes with candidate rotation will require approval of the candidate ordering box element, even if the box has been completely approved on another ballot style already.

Once all the ballots have been approved in QA mode, the ballots are ready to be tested on the OmniBallot election site.

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Election Configuration Reports

☰   OmniBallot offers several reports that include helpful data that can be easily sorted and compared in Excel. If you would like to access these reports, select "View Reports" from the Data Management section under the main Election Dashboard page. The easiest way to navigate back to the main Election page is by selecting the election title displayed in the blue bar at the top of the page in Style Manager.

Style Details

This report allows the reviewer to see the content assigned to a single ballot style. In the example below, the ballot style "Non BAY VILLAGE -01-A" is highlighted and shows six Contests with the associated candidates, and four Questions with the associated voter response options. Scrolling through this report allows for a quick overview or in-depth review of the overall ballot content.

Style	Code	Par	Box Se	Box Type	Box	Option Sec	Option Typ	Option
Non BAY VILLAGE -01-A	1		47	contest	ROCKY RIVER MUNI CRT JUDGE FTC 1/1/2018	10	default	Donna Congeni Fitzsimmons
Non BAY VILLAGE -01-A	1		50	contest	BAY VILLAGE MAYOR	10	default	Paul A. Koomar
Non BAY VILLAGE -01-A	1		50	contest	BAY VILLAGE MAYOR	20	default	Karen Lieske
Non BAY VILLAGE -01-A	1		51	contest	BAY VILLAGE PRESIDENT OF COUNCIL UTE 12/31/2019	10	default	Dwight A. Clark
Non BAY VILLAGE -01-A	1		52	contest	BAY VILLAGE COUNCIL AT LARGE	10	default	William G. Selong
Non BAY VILLAGE -01-A	1		52	contest	BAY VILLAGE COUNCIL AT LARGE	20	default	Nancy W. Stainbrook
Non BAY VILLAGE -01-A	1		53	contest	BAY VILLAGE COUNCIL WARD 01	10	default	Thomas J. Kelly
Non BAY VILLAGE -01-A	1		53	contest	BAY VILLAGE COUNCIL WARD 01	20	default	David L. Tadych
Non BAY VILLAGE -01-A	1		230	contest	BAY VILLAGE BOARD OF ED MEM	10	default	Amy Huntley
Non BAY VILLAGE -01-A	1		230	contest	BAY VILLAGE BOARD OF ED MEM	20	default	Gayatry Jacob-Mosier
Non BAY VILLAGE -01-A	1		230	contest	BAY VILLAGE BOARD OF ED MEM	30	default	Lisa Priemer
Non BAY VILLAGE -01-A	1		262	question	Issue 1 - Rights for Crime Victims	10	default	Yes
Non BAY VILLAGE -01-A	1		262	question	Issue 1 - Rights for Crime Victims	20	default	No
Non BAY VILLAGE -01-A	1		263	question	Issue 2 - Prescription Drugs	10	default	Yes
Non BAY VILLAGE -01-A	1		263	question	Issue 2 - Prescription Drugs	20	default	No
Non BAY VILLAGE -01-A	1		320	question	59 - Cleveland-Cuyahoga County Port Authority Tax Levy (Renewal)	10	default	For the Tax Levy
Non BAY VILLAGE -01-A	1		320	question	59 - Cleveland-Cuyahoga County Port Authority Tax Levy (Renewal)	20	default	Against the Tax Levy
Non BAY VILLAGE -01-A	1		322	question	61 - Cuyahoga Community College Bond Issue	10	default	For the Bond Issue
Non BAY VILLAGE -01-A	1		322	question	61 - Cuyahoga Community College Bond Issue	20	default	Against the Bond Issue
Non BAY VILLAGE -01-B	2		47	contest	ROCKY RIVER MUNI CRT JUDGE FTC 1/1/2018	10	default	Donna Congeni Fitzsimmons
Non BAY VILLAGE -01-B	2		50	contest	BAY VILLAGE MAYOR	10	default	Karen Lieske
Non BAY VILLAGE -01-B	2		50	contest	BAY VILLAGE MAYOR	20	default	Paul A. Koomar
Non BAY VILLAGE -01-B	2		51	contest	BAY VILLAGE PRESIDENT OF COUNCIL UTE 12/31/2019	10	default	Dwight A. Clark
Non BAY VILLAGE -01-B	2		52	contest	BAY VILLAGE COUNCIL AT LARGE	10	default	Nancy W. Stainbrook
Non BAY VILLAGE -01-B	2		52	contest	BAY VILLAGE COUNCIL AT LARGE	20	default	William G. Selong
Non BAY VILLAGE -01-B	2		53	contest	BAY VILLAGE COUNCIL WARD 01	10	default	David L. Tadych
Non BAY VILLAGE -01-B	2		53	contest	BAY VILLAGE COUNCIL WARD 01	20	default	Thomas J. Kelly

Style Details

Boxes Report

This report shows the content of all "Boxes" on the various ballots and allows for a quick run-through of fields to detect any readily-evident issues.

This spreadsheet may be sorted by a variety of fields to review relevant data. For instance, the following shows this report sorted by Column C "Type." This allows the reviewer to see all contests and compare them against expected items:

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	ID	Ext ID	Type	Name	Select	Seq	Titles Style 1	Titles 1	Titles 1 (es)
2	50538	5093	contest	BAY VILLAGE BOARD OF ED MEM	3	230	default	For Member of Board of Education	Para Miembro de la Junta de Educación
3	50308	4738	contest	BAY VILLAGE COUNCIL AT LARGE	1	52	default	For Member of Council at Large	Para Miembro del Consejo en General
4	50311	4740	contest	BAY VILLAGE COUNCIL WARD 01	1	53	default	For Member of Council	Para Miembro del Consejo
5	50313	4742	contest	BAY VILLAGE COUNCIL WARD 02	1	54	default	For Member of Council	Para Miembro del Consejo
6	50315	4744	contest	BAY VILLAGE COUNCIL WARD 03	1	55	default	For Member of Council	Para Miembro del Consejo
7	50316	4746	contest	BAY VILLAGE COUNCIL WARD 04	1	56	default	For Member of Council	Para Miembro del Consejo
8	50304	4734	contest	BAY VILLAGE MAYOR	1	50	default	For Mayor	Para Alcalde
9	50306	4736	contest	BAY VILLAGE PRESIDENT OF COUNCIL UTE 12/31/2019	1	51	default	For President of Council	Para Presidente del Consejo
10	50539	5095	contest	BEACHWOOD BOARD OF ED MEM	3	231	default	For Member of Board of Education	Para Miembro de la Junta de Educación
11	50320	4750	contest	BEACHWOOD COUNCIL AT LARGE	3	58	default	For Member of Council at Large	Para Miembro del Consejo en General
12	50318	4748	contest	BEACHWOOD MAYOR	1	57	default	For Mayor	Para Alcalde
13	50540	5097	contest	BEDFORD BOARD OF ED MEM	3	232	default	For Member of Board of Education	Para Miembro de la Junta de Educación
14	50323	4752	contest	BEDFORD COUNCIL AT LARGE (MAYOR)	1	59	default	For Member of Council at Large (Mayor)	Para Miembro del Consejo en General (Alcalde)
15	50325	4754	contest	BEDFORD COUNCIL WARD 01	1	60	default	For Member of Council	Para Miembro del Consejo
16	50326	4756	contest	BEDFORD COUNCIL WARD 03	1	61	default	For Member of Council	Para Miembro del Consejo
17	50328	4758	contest	BEDFORD COUNCIL WARD 05	1	62	default	For Member of Council	Para Miembro del Consejo
18	50330	4760	contest	BEDFORD HEIGHTS COUNCIL AT LARGE	3	63	default	For Member of Council at Large	Para Miembro del Consejo en General
19	50261	4690	contest	BEDFORD MUNI COURT JUDGE FTC 1/1/2018	1	28	default	For Judge of Municipal Court	Para Juez de Tribunal Municipal
20	50332	4762	contest	BENTLEYVILLE VILLAGE COUNCIL	4	64	default	For Member of Council	Para Miembro del Consejo
21	50541	5233	contest	BEREA BOARD OF ED MEM BEREA CSD - TAX ID # 1804	3	233	default	For Member of Board of Education	Para Miembro de la Junta de Educación
22	50336	4766	contest	BEREA COUNCIL AT LARGE	2	66	default	For Member of Council at Large	Para Miembro del Consejo en General
23	50339	4768	contest	BEREA COUNCIL WARD 01	1	67	default	For Member of Council	Para Miembro del Consejo
24	50341	4770	contest	BEREA COUNCIL WARD 02	1	68	default	For Member of Council	Para Miembro del Consejo
25	50342	4772	contest	BEREA COUNCIL WARD 03	1	69	default	For Member of Council	Para Miembro del Consejo
26	50344	4774	contest	BEREA COUNCIL WARD 04	1	70	default	For Member of Council	Para Miembro del Consejo

Using this view, the reviewer may confirm the number of allowable votes (Select) and any language translations for contest titles.

Options Report

This report shows all "Options" available across all ballots. Options are defined as choice a voter may select, such as a candidate's name or the response to a ballot question, such as "Yes" or "No."

The sample view below shows candidates whose names are followed by subtitles, such as party designations, as well as candidates who do not have subtitles. This may be useful to certain reviewers who wish to confirm these rules have been applied appropriately.

33	66687	5433	default	Pamela E. Bobst	1	default	Pamela E. Bobst		subtitle	Republican	Republicana
34	66688	5434	default	Andrew D. Bemer	1	default	Andrew D. Bemer		subtitle	Democratic	Demócrata
35	66689	5435	default	David W. Furry	1	default	David W. Furry		subtitle	Republican	Republicana
36	66690	5436	default	Christopher J. Klym	2	default	Christopher J. Klym		subtitle	Republican	Republicana
37	66691	5437	default	Rob McRae	3	default	Rob McRae		subtitle	Democratic	Demócrata
38	66692	5438	default	Michael J. O'Boyle	4	default	Michael J. O'Boyle		subtitle	Democratic	Demócrata
39	66693	5439	default	Brian J. Sindelar	5	default	Brian J. Sindelar		subtitle	Republican	Republicana
40	66694	5440	default	Thomas J. Hunt	1	default	Thomas J. Hunt		subtitle	Republican	Republicana
41	66695	5441	default	James W. Moran	1	default	James W. Moran		subtitle	Republican	Republicana
42	66696	5442	default	Michael P. O'Donnell	1	default	Michael P. O'Donnell		subtitle	Republican	Republicana
43	66697	5443	default	Katie Timmons	2	default	Katie Timmons		subtitle	Democratic	Demócrata
44	66698	5444	default	John B. Shepherd	1	default	John B. Shepherd		subtitle	Republican	Republicana
45	66699	5445	default	Brian J. Melling	1	default	Brian J. Melling				
46	66700	5446	default	Mark A. Comstock	1	default	Mark A. Comstock				
47	66701	5447	default	Raymond J. Wohl	1	default	Raymond J. Wohl				
48	66702	5448	default	Joseph J. Zone	1	default	Joseph J. Zone				
49	66703	5449	default	Janet Rath Colaluca	1	default	Janet Rath Colaluca				
50	66704	5450	default	Joseph Russo	2	default	Joseph Russo				
51	66705	5451	default	Jazmin Torres-Lugo	3	default	Jazmin Torres-Lugo				
52	66706	5452	default	Pinkey S. Carr	1	default	Pinkey S. Carr				

Other Reports are available in the "View Reports" section of Style Manager. Use these reports as needed for review of different elements configured into the election. For questions or further information regarding these other reports, please contact Democracy Live.

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Return Materials Package Configuration and Review

At a Glance:

OmniBallot Package Manager allows easy and quick uploads of PDF documents that contain necessary information and forms for voters to return their ballot. Packages will be defined by the voter type, the language of the package, and if necessary, the return method they instruct the voter in using.

Configuration and QA review of the packages can be performed with the instructions below. Final review of package configurations should be done on the voter facing Omniballot site.

How to use Package Manager:

Step 1: Open the OmniBallot application menu shown on page 2 of this guide and select the Package Manager Application. Open the Package Manager app and select the election that packages need to be imported into or reviewed. Once the election has been selected, a grid of the different return packages will be displayed *(example shown on the right.)* Each package is divided out by language, voter type, and return method

Step 2: Select the type of voter package you are currently configuring or reviewing. The next page will display any files already imported into the package.
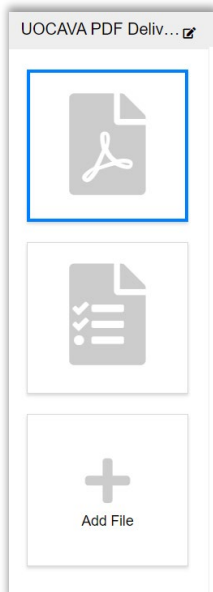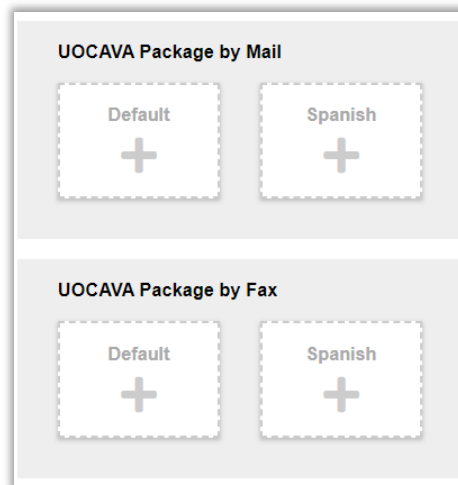
The file upload screen provides access to upload or delete package files, rename the package, and view each uploaded file contained in the package.

Step 3: After uploading any package files, save the package configuration with the "Save Package" button that will be displayed at the top of the page.

Packages can be composed of one or more file. Files in a package can either be a PDF or the Ballot PDF assigned to the voter. If you want to include the ballot PDF in the package, select Ballot from the type dropdown. OmniBallot will automatically place the correct Ballot PDF in place when generating a voter's package.
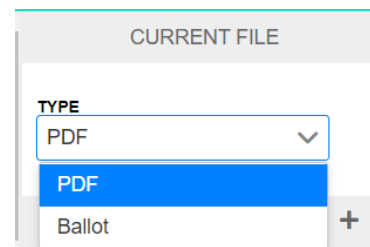
Note: *If a translated package is left without having files uploaded to it, OmniBallot will instead provide the Default (English) package version to the voter.*

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Democracy Live's

OmniBallot

Account Manager
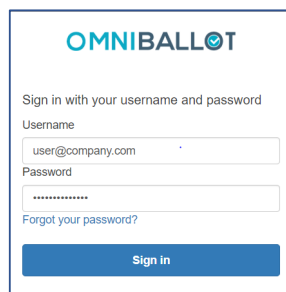
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OmniBallot Application Navigation

Navigation between the OmniBallot Administrative applications is done completely through your web browser interface. Use the link below to access the OmniBallot Administrative site.

https://apps.omniballot.us

Note: By default, the link provided above will open Style Manager. While navigating through the administrative tools Democracy Live recommends using Google Chrome.

After logging into the User account (*with credentials provided by Democracy Live*), select the app you wish to access from the application navigation menu by selecting the grid icon at the top right of the OmniBallot screen.
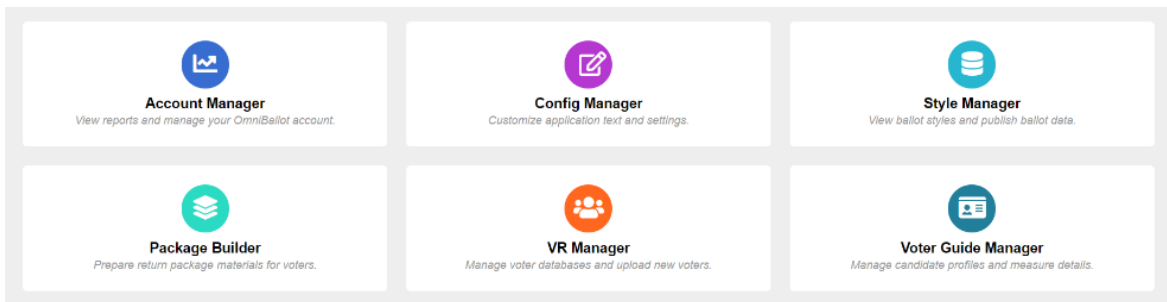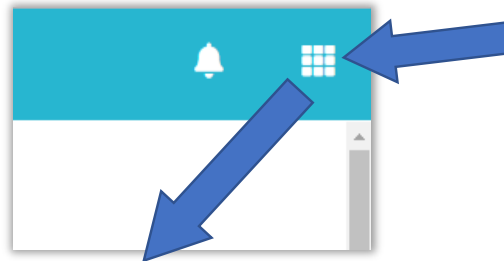
Select the Account Manager application from the menu provided. The selected app will open in a new browser tab. The app grid menu can be closed by selecting the grid icon a second time.

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Account Manager – Post Election Reports and Data

At a Glance:

Account Manager provides an easy to use interface for collecting end of election reports and site usage data during or after an election. You will be able to collect necessary FVAP reports for UOCAVA voter usage from this page.

Detailed Explanation:

Account Manager allows users to filter reports by date and election. Use the provided Start-Date and End-Date fields at the top of the Account Manager to narrow the time period you wish to pull reports for. After dates have been set, the available reports will be generated for view and download.

Analytics Tab:

The Analytics tab provides a simple total of the number of users who access the OmniBallot site between the dates specified. This tab is designed to provide an easy view of the traffic on the OmniBallot site over time during the election.

Election Reports:

The Election Reports tab provides access to detailed reports of the voter usage on the OmniBallot site, as well as the ability to download the provided reports as a spreadsheet.

Select an election from the dropdown provided to view reports for a specific election. The election open and close dates are used by default. Optionally, change the start and end dates to refine the reporting dates. The following reports are available:

- **Voters to access system** – Unique number of voters to log into the system and access a ballot.

- **Ballot Downloads** – Total number of ballot downloads.

- **Voters to download ballot** – Unique number of voters to download a ballot.

- **Multiple Downloads** – Number of voters to download a ballot multiple times.

- **Domestic IP** – Number of unique voters to access the system from a domestic IP address.

- **Foreign IP** – Number of unique voters to access the system from a foreign IP address.

Note: These reports may vary depending on your specific reporting requirements or site configuration. If reports you require are missing, please contact Democracy Live.

Downloading Reports:

Click on the report title, the total, or any section of the chart to open a column view of the data being visualized by the graph. Data can be downloaded in a .CSV format by clicking on the button provided below the report details table.

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Democracy Live's

OmniBallot

Voter Registration Manager

USER GUIDE

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DEMOCRACYLIVE
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Voter Information Preparation

At a Glance

OmniBallot securely stores an uploaded extract of your Voter Registration (VR) database to authenticate voters and determine their ballot style. This is done through the OmniBallot Voter Registration Manager application.

Detailed Explanation

There are two occasions when voters should be imported into OmniBallot:

1. **During Election Setup** – Select and update a VR database during the Import Voters Task.
2. **Throughout an Election** – Upload updated VR files during an election to keep voter records current for who should have access to ballots through the OmniBallot site.

Preparing a VR File:

Voter Registration Manager requires the voter data file be formatted as follows:

- A UTF-8 encoded .CSV or .TXT file with delimited values.
- A header row identifying each column.
- No missing or duplicate Voter ID values for any voter(s).
- No additional formatting or information between or after rows of voter data.

Voter Registration Fields used by OmniBallot:

VR FIELD	DESCRIPTION
Voter ID	The voter ID used in your database. Each ID must be unique.
Precinct ID	Must match the Precinct IDs assigned to styles in Style Manager.
Split ID	Only necessary if also used in the precinct list.
Voter Party ID	Voter's party in registration records or party of requested ballot, where applicable.
Voter Type	Identifies the type of voter. This can be used to differentiate UOCAVA voters in the system.
First Name	No specific limitations or format required
Last Name	No specific limitations or format required
Birth Date	The default format is M/D/YYYY where M is the month, D is the day, and Y is the four-digit year. This may be changed in the VR database's settings page.
Residence Address (Multiple Fields)	These fields are used to distinguish between two voters sharing the same name and birth date. Up to 9 fields are available to map Residence Address Information. A single field can be used to store a complete street address.

Voter ID	Precinct	Split	Party	FOB?	Voter Type	Ballot Style	First Name	Last Name	Birth Date	Residence Address	Residence City	Residence State	Residence ZIP	UOCAVA?
13243526	101	1	Dem	N	Mil-Overseas	BS001	Example	Voter	1/27/1994	101 Voters St.	Votersville	CA	92410	Y

Example formatting of voter file

2

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Voter Registration Importing

Below are the steps to perform initial and supplemental VR database updates using properly formatted Voter Registration files. Formatting and data requirements are detailed in the Voter Registration Management section above in this guide (pg. 2).

Follow the steps below to upload, map, configure, and import voters into your OmniBallot Voter Registration database.

Uploading a VR File

1. Log in to the VR manager app (https://apps.omniballot.us/vr)

2. Select the VR database you wish to import a voter file into.

Select a Database

All Voters

UOCAVA Voters
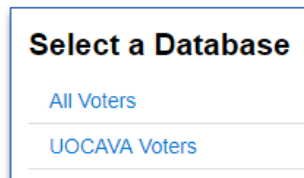
Example of available Database options (names and number of databases may vary)

3. Select "**Import Voters**" at the top right of the screen.

VOTERS	STATUS	LAST IMPORT	
90,778	Complete	04/16/2019	Import Voters
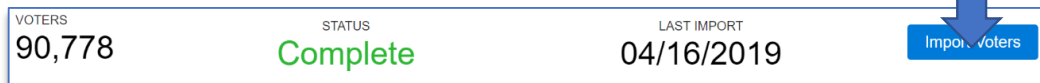
4. Drag and drop the Voter Registration file from your file browser into the "Drop a CSV file here" upload area.

Drop a CSV file here

VoterData.csv
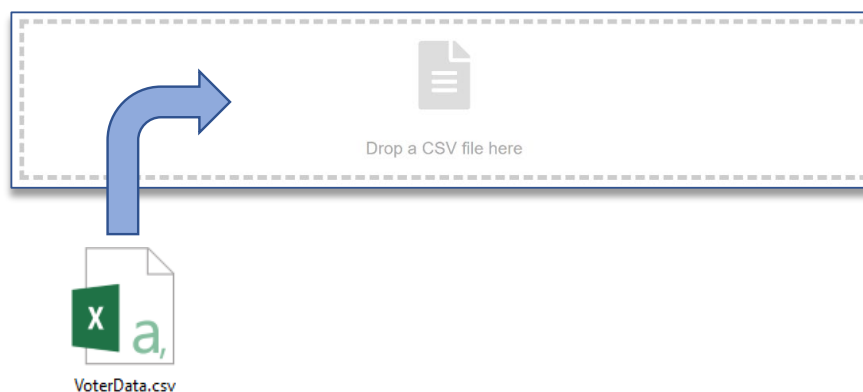
***Note**: You may also click the "Drop a CSV file here" section to open a file browser to select your file*

3

Mapping VR File Columns to OmniBallot Database

1. Using the provided drop-down menus under the Field Mapping tab (*shown below*), assign the matching data fields in the OmniBallot system to the information contained in the Voter Registration file.
   Note: *This step is only required if the VR database has not been mapped, or if the file format of the uploaded VR file has changed since the previous upload.*

2. Verify the Field Mapping is correct with the **Voter Preview box** (example above). Data formatting issues will be highlighted in red.

3. Verify the precinct and split/portion assignments match exactly what has been assigned to the ballots in Style Manager. If your Voter Preview shows precinct values containing leading zeroes (such as "0006501"), confirm that the ballots in Style Manager have the leading zeroes as well or your voters will not get ballots.

4. Confirm the Magnifying Glass icon is selected for the First Name, Last Name, and Date of Birth Fields.

5. Save changes to the mapping configuration with the **Save Mapping** button at the bottom of the fields list.

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Return to the top of the Field Mapping column and switch to the **Settings** tab. The default settings built into OmniBallot work for most voter registration files exported by election systems. Explanations for each setting can be found in the next section.

Note: These steps are only required if the VR database settings have not been previously configured or if the file format of the uploaded VR file has changed since the previous upload.

Configuring VR Database Import Settings

The settings tab found next to the Field Mapping tab provides control over how the OmniBallot Voter Registration Manager interprets and imports the data provided in the uploaded VR file. Initial configuration of these settings is crucial for the VR database to correctly connect voters with their ballots.

Has Header: This box should be checked if the VR file that has been uploaded includes column headers. If the file does not, leave this box unchecked.

Delimiter: This field is used to change how VR Manager interprets the formatting of the imported Voter Registration file. If the voter file has been saved as a standard UTF-8 encoded CSV file, this setting should not need to change from the default "," (comma) delimited. The other most common delimiter is tabs.

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Replace All: The Replace All settings will instruct VR Manager to delete all preexisting Voter Data in the database before importing the newly uploaded Voter Data. If Replace All is left unchecked, OmniBallot will only import new and updated voter information without removing previously imported data.

Birth Date Format: The standard date format included in most Voter Registration files is M/D/YYYY. If the file being imported contains a different date format such as YYYY/M/D (i.e. 2000/7/4 for the 4th of July), select the proper format from the drop-down menu before saving.

After making any changes be sure to save the settings or changes will not take effect.

Importing the VR File

After configuring and saving the VR mapping and data settings, select the "**Import**" button at the top right of the page for VR Manager to begin processing the voter data into the OmniBallot Voter Registration Database. This button will be greyed out if the system detects an issue with the mapping.

Once the system has completed import of the voter data, the status of the database will return to "**Complete**" on the database dashboard.

VOTERS	STATUS	LAST IMPORT	
15,144	Complete	03/14/2019	Import Voters

If you encounter issues during the voter data processing, please contact Democracy Live for assistance.

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Democracy Live can help configure the initial uploaded Voter Registration Data if requested and the data is provided.

Importing Additional Voter Registration Data

To upload <u>additional</u> voter data directly into the OmniBallot system, first follow the instructions above to the point you are ready to import. Before importing the data, verify the "Replace All" setting has been correctly set based on the data uploaded and scenarios described below.

When updating a voter registration database with additional voters, either:

1. Upload a file containing all eligible voters that should be included in the database with Replace All **<u>checked.</u>**

   OR

2. Upload a file containing only updated or new voter data with Replace All **<u>unchecked.</u>**

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Voter Registration Database QA Check and Testing

Using the QA section of Voter Registration Manager, users can test the OmniBallot election setup with the imported voter data to confirm voters receive the correct ballots and the site functions as expected. Additionally, the system will perform checks on precincts/splits for any that are not receiving a ballot, and on ballot styles that are currently mapped to no voters in the database.

Using VR Manager QA Check

The Voter Registration Manager QA tool allows OmniBallot to verify the mapping and assignment of ballots to voters contained in the database. This tool gives an initial overview and confirmation that ballots are being correctly assigned the voters. Follow the steps below to perform VR Manager QA.

1. Select the correct site from the first drop-down menu. (May be labelled "Site Template")
    a. Review the unpublished version of the OmniBallot site by selecting the site with the "(Preview)" label at the end.
2. Select the election to test from the drop-down menu that appears.
    a. If a message comes up indicating no styles have been published, return to Style Manager and use the "Approve All" button to publish the selected election's styles, or contact Democracy Live for assistance.
3. Select the Workflow you wish to run the QA check on. These will often (but not always) be labelled as a shorthand abbreviation of the application the voter is accessing. For clarification on these labels for your account, please contact Democracy Live.
4. Select the **Check Voters** button to test the selected election's ballot mapping against the Voter Registration Database the QA tool is being accessed from.

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Imported Voter Data QA Testing

After following the steps detailed in the section above, a "QA" column will appear in the **Voters** box, left of all other voter data fields. Each Voter entry (row) will have a **Test as Voter** link available in the new QA column. The link will open the selected version of the OmniBallot site in QA mode with the selected voter's information automatically populated in the Voter Lookup Fields. This allows for quick and easy testing of multiple voters contained in your VR database before going live.

If ballots have not been approved in Style Manager or the site configuration has not been published, finish those steps first before performing QA testing with voters.

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